



CITY OF LAGUNA HILLS CITY COUNCIL/PLANNING AGENCY

REGULAR MEETING AGENDA Tuesday, July 14, 2020 – 7:00 PM (Closed Session at 6:00 PM when scheduled)

Janine Heft, Mayor

**Erica Pezold, Mayor Pro Tempore
Don Sedgwick, 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

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

Submission of Public Comments: While you may attend this meeting in person, given the health risks associated with COVID-19, the City encourages those wishing to make public comments at the July 14, 2020, Council meeting, to please submit your comments by email to be read aloud at the meeting by the City Clerk. Email comments must be submitted to the City Clerk at publiccomments@lagunahillsCA.gov. All email comments shall be subject to the same rules as would otherwise govern speaker comments at the Council meeting. Electronic comments on agenda items for the July 14, 2020, Council meeting may only be submitted via email and comments via text and social media (Facebook, Twitter, etc.) will not be accepted.

Reading of Public Comments: The City Clerk shall read all email comments, provided that the reading shall not exceed three (3) minutes, or such other times as the Council may provide, consistent with the time limit for speakers at a Council meeting. The email comments submitted shall become part of the record of the Council meeting.

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**ROLL CALL OF CITY COUNCIL MEMBERS****1. PRESENTATIONS AND PROCLAMATIONS****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 June 23, 2020, Regular Meeting

Recommendation: That the City Council approve the Minutes for the June 23, 2020, Regular Meeting.

3.3 Ratification of July 14, 2020, Warrant Register

Recommendation: That the City Council ratify the accompanying Warrant Register for the period from June 12, 2020, to July 2, 2020, in the amount of \$380,411.88.

3.4 Adoption of Fiscal Year 2020/2021 Civic Center Budget

Recommendation: That the City Council approve and adopt the Fiscal Year 2020/2021 Civic Center Budget.

3.5 Periodic Review of Development Agreement No. 12-11-2137 (Ordinance No. 2012-4) Between the City of Laguna Hills and Laguna Hills Investment Company: Oakbrook Village Shopping Center Mixed Use Project

Recommendation: That the City Council: 1) Receive and file a report demonstrating the property owner's good faith compliance with the terms and conditions of the Development Agreement; and 2) Find and determine that the Laguna Hills Investment Company has complied in good faith with the terms and conditions of the Development Agreement for the 12-month period of January 2019 to January 2020.

3.6 Professional Services Agreements for On-Call Soils Engineering, Geotechnical Engineering and Support Services

Recommendation: That the City Council approve the proposed Professional Services Agreements for On-Call Soils Engineering, Geotechnical Engineering and Support Services with: (1) Group Delta Consultants, Inc.; (2) Harrington Geotechnical Engineering, Inc.; and (3) Ninyo & Moore Geotechnical and Environmental Sciences Consultants, Inc., and authorize the Mayor to execute the Agreements.

3.7 Amendment No. 1 to Street Sweeping Maintenance Services Agreement for Citywide Street and Roadway Cleaning with Jonset Corporation, Inc., Dba Sunset Property Service

Recommendation: That the City Council: 1) Waive formal competitive bidding requirements set forth in Laguna Hills Municipal Code ("LHMC") Section 3-08.090, pursuant to the exceptions set forth in LHMC Sections 3-08.110(D), (I) and (J), based on the information provided in the staff report; and 2) Ratify the proposed contract Amendment No. 1 to the Street Sweeping Maintenance Services Agreement for citywide street and roadway cleaning between the City of Laguna Hills and Jonset Corporation, Inc., dba Sunset Property Services, as executed by the City Manager.

3.8 Records Retention Management

Recommendation: That the City Council adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, authorizing and directing the City Clerk to dispose of certain City records in accordance with the City's Record Retention Schedule."

3.9 City's Conflict of Interest Code

Recommendation: That the City Council adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, adopting an updated Conflict of Interest Code and rescinding Resolution No. 2018-07-10-2".

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

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

3.11 Second Reading & Adoption of Proposed Ordinance Adding Chapter 1-40 to the Laguna Hills Municipal Code Relating to Campaign Contribution Limits for Elective City Office

Recommendation: That the City Council adopt an Ordinance entitled: "An Ordinance of the City of Laguna Hills, California, adding Chapter 1-40 to Title 1 (General Provisions) of the Laguna Hills Municipal Code relating to Campaign Contribution Limits for Elective City Office."

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 June 23, 2020, Regular Meeting**

Recommendation: That the Planning Agency approve the Minutes for the June 23, 2020, Regular Meeting.

4.4. ADMINISTRATIVE REPORTS

4.5. PLANNING AGENCY PUBLIC HEARINGS

PLANNING AGENCY ADJOURNMENT

5. CITY COUNCIL PUBLIC HEARINGS

5.1 Confirmation of 2020 Weed Abatement Cost Report

Recommendation: That the City Council conduct a Public Hearing regarding the 2020 Weed Abatement Cost Report and adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, confirming the 2020 Weed Abatement Cost Report and providing for the collection of weed abatement assessments on the next regular tax bill levied against the subject parcel for municipal purposes."

6. ADMINISTRATIVE REPORTS

6.1. City Manager

6.2. Community Development Director

6.2.1 Amendment No. 1 to Consulting Services Agreement with Kelly Associates Management Group, LLC and Status Report Regarding the Proposed Village at Laguna Hills Project, Located at the Site of the Former Laguna Hills Mall, and Related Application Processing.

Recommendation: That the City Council: 1) Approve proposed Amendment No. 1 to the Consulting Services Agreement with Kelly Associates Management Group, LLC, increasing the maximum contract amount by \$75,000 from \$50,000 to \$125,000; and 2) Receive and file a presentation from Kelly Associates regarding the status of the proposed Village at Laguna Hills Project, located at the site of the former Laguna Hills Mall, and related application processing.

6.2.2 Adoption of Vehicle Miles Traveled (VMT) Analysis Guidelines

Recommendation: That the City Council adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California adopting the City of Laguna Hills Vehicle Miles Traveled Analysis Guidelines under the California Environmental Quality Act."

7. MATTERS AGENDIZED AND PRESENTED BY CITY COUNCIL MEMBERS**8. CITY COUNCIL MEMBER COMMENTS****ADJOURNMENT**

The next Regular Meeting of the City Council/Planning Agency will be August 25, 2020, 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 July 10, 2020, at 5:00 pm.



City Clerk

July 10, 2020

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: July 14, 2020
TO: Mayor and Council Members
FROM: Melissa Au-Yeung
Deputy City Manager
ISSUE: Approval of Minutes for June 23, 2020, Regular Meeting

RECOMMENDATION: That the City Council approve the Minutes for the June 23, 2020, Regular Meeting.

ATTACHMENTS:

- 200623 CC Minutes

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

**REGULAR MEETING
MINUTES
Tuesday, June 23, 2020**

GENERAL BUSINESS - CONVENING AT 7:00 PM

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE: MAYOR PRO TEMPORE PEZOLD

ROLL CALL OF CITY COUNCIL MEMBERS

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

1. PRESENTATIONS AND PROCLAMATIONS

1.1 Presentation of Proclamation for "Wildfire Awareness and Prevention Season"

Recommendation: The City Council issued a Proclamation declaring mid-summer through early autumn as "Wildfire Awareness and Prevention Season" and Council Member Wheeler presented the Proclamation to Matt Levesque, Battalion Chief, Orange County Fire Authority.

2. PUBLIC COMMENTS

The following public comments were received via email and read into the record by Deputy City Manager/City Clerk Au-Yeung:

Ugochi Anaebere-Nicholson, Directing Attorney with Housing and Homeless Prevention Unit Public Law Center, Dianne Prado, Executive Director with Housing Equality & Advocacy Resource Team, and Kate Marr, Executive Director with Community Legal Aid

SoCal, expressed their concerns regarding enforcement of eviction orders during the COVID-19 pandemic.

Susan Toma-Berge, a resident of Laguna Hills, shared her experience attending a Black Lives Matter protest at the Laguna Hills Community Center.

Shelbi, a resident of Laguna Hills, voiced her concerns regarding the amount of the City's operating budget that goes to operating expenditures for public safety.

Stephanie Marroquin, voiced her concerns regarding racism in Laguna Hills and the necessity for masks until there is a COVID-19 vaccine.

3. CONSENT CALENDAR

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Dore J. Gilbert, M.D., Council Member
SECONDER:	Erica Pezold, Mayor Pro Tempore
AYES:	Janine Heft, Mayor; Erica Pezold, Mayor Pro Tempore; Dore J. Gilbert, M.D., Council Member; Don Sedgwick, 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 June 9, 2020, Regular Meeting

Recommendation: That the City Council approve the Minutes for the June 9, 2020, Regular Meeting.

3.3 Ratification of June 23, 2020, Warrant Register

Recommendation: That the City Council ratify the accompanying Warrant Register for the period from May 29, 2020, to June 11, 2020, in the amount of \$301,537.87.

3.4 Adoption of the Annual Appropriations Limit for Fiscal Year 2020/2021

Recommendation: That the City Council adopt Resolution No. 2020-06-23-1: "A Resolution of the City Council of the City of Laguna Hills, California, determining and adopting an Appropriations Limit for Fiscal Year 2020/2021 in accordance with Article XIII B of the Constitution of the State of California, and Section 7910 of the Government Code."

3.5 Amendment No. 2 to Traffic Signal Maintenance Services Agreement with Crosstown Electrical & Data, Inc.

Recommendation: That the City Council approve Amendment No. 2 to Traffic Signal Maintenance Services Agreement with Crosstown Electrical & Data, Inc., and authorize the City Manager to sign the Amendment No. 2.

3.6 Professional Services Agreements for On-Call Traffic Engineering, Traffic Signal Operations Support and Transportation Engineering Services

Recommendation: That the City Council approve the proposed Professional Services Agreements for On-Call Traffic Engineering, Traffic Signal Operations Support and Transportation Engineering Services with: (1) Advantec Consulting Engineers, Inc.; (2) Hartzog & Crabill, Inc.; and (3) RK Engineering Group, Inc., and authorize the Mayor to execute the Agreements.

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

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

ITEMS REMOVED FROM THE CONSENT CALENDAR

There were no items removed from the Consent Calendar.

4. PLANNING AGENCY

Mayor Heft 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 7:17 p.m.

4.1. ROLL CALL OF PLANNING AGENCY MEMBERS

Attendee Name	Title	Status	Arrived
Janine Heft	Chair	Remote	
Erica Pezold	Vice Chair	Present	
Dore J. Gilbert, M.D.	Agency Member	Remote	
Don Sedgwick	Agency Member	Remote	
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 June 9, 2020, Regular Meeting**

Recommendation: That the Planning Agency approve the Minutes for the June 9, 2020, Regular Meeting.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Dore J. Gilbert, M.D., Agency Member
SECONDER:	Erica Pezold, Vice Chair
AYES:	Janine Heft, Chair; Erica Pezold, Vice Chair; Dore J. Gilbert, M.D., Agency Member; Don Sedgwick, 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 Heft reconvened the City Council Meeting at 7:18 p.m. Mayor Pro Tempore Pezold and Council Member Wheeler were present. Mayor Heft, Council Member Gilbert, and Council Member Sedgwick were present via teleconference.

5. CITY COUNCIL PUBLIC HEARINGS

There were no City Council public hearings.

6. ADMINISTRATIVE REPORTS**6.1. City Manager**

The City Manager gave no administrative reports.

6.2. City Attorney**6.2.1 Ordinance Adding Chapter 1-40 to the Laguna Hills Municipal Code Relating to Campaign Contribution Limits for Elective City Office**

City Attorney Simonian reviewed the information provided in the staff report and responded to Council requests for additional information.

Recommendation: That the City Council 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, adding Chapter 1-40 to Title 1 (General Provisions) of the Laguna Hills Municipal Code relating to Campaign Contribution Limits for Elective City Office."

A motion was made to give Council time to review the possibility of adding a personal financial limitation and adding a company employee financial limitation by Council Member Wheeler, seconded by Mayor Heft.

RESULT:	FAILED [2 TO 3]
MOVER:	Dave Wheeler, Council Member
SECONDER:	Janine Heft, Mayor
AYES:	Erica Pezold, Mayor Pro Tempore; Dore J. Gilbert, M.D., Council Member; Don Sedgwick, Council Member
NAYS:	Janine Heft, Mayor; Dave Wheeler, Council Member

A motion was made to move staff's recommendation by Council Member Gilbert, seconded by Mayor Pro Tempore Pezold.

RESULT:	APPROVED [3 TO 2]
MOVER:	Dore J. Gilbert, M.D., Council Member
SECONDER:	Erica Pezold, Mayor Pro Tempore
AYES:	Erica Pezold, Mayor Pro Tempore; Dore J. Gilbert, M.D., Council Member; Don Sedgwick, Council Member
NAYS:	Janine Heft, Mayor; Dave Wheeler, Council Member

6.3. Deputy City Manager/Community Services Director

6.3.1 Coronavirus Update on Status of City of Laguna Hills' Recreation Facilities Openings and Closures

Deputy City Manager/Community Services Director Reynolds reviewed the information provided in the staff report and responded to Council requests for additional information.

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

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

6.3.2 Small Business Grant Relief Program

Deputy City Manager/Community Services Director Reynolds reviewed the information provided in the staff report.

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

RESULT:	RECEIVE AND FILE [UNANIMOUS]
MOVER:	Janine Heft, Mayor
SECONDER:	Erica Pezold, Mayor Pro Tempore
AYES:	Janine Heft, Mayor; Erica Pezold, Mayor Pro Tempore; Dore J. Gilbert, M.D., 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**Mayor Pro Tempore Pezold**

Mayor Pro Tempore Pezold spoke regarding the importance of unity in these times.

Council Member Wheeler

Council Member Wheeler reported that the ACC-OC is looking for input from Cities on any particular bills they would like the ACC-OC to take a position on.

Mayor Heft

Mayor Heft echoed Mayor Pro Tempore Pezold's comments and shared a quote from Ronald Reagan.

ADJOURNMENT

There being no further business before the City Council at this session, Mayor Heft declared the meeting adjourned at 7:54 p.m.

Melissa Au-Yeung, City Clerk

ATTEST:

Janine Heft, Mayor

Approved at meeting of July 14, 2020



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: July 14, 2020
TO: Mayor and Council Members
FROM: Janice Reyes
Finance Director
ISSUE: Ratification of July 14, 2020, Warrant Register

RECOMMENDATION: That the City Council ratify the accompanying Warrant Register for the period from June 12, 2020, to July 2, 2020, in the amount of \$381,815.95.

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 June 12, 2020, to July 2, 2020, 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 - July 14, 2020
- Warrant Register, Payables Detail Report - July 14, 2020



City of Laguna Hills, CA

Warrant Register - July 14, 2020

By Check Number

Date Range: 06/12/2020 - 07/02/2020

Check Number	Vendor Number	Vendor Name	Payment Date	Payment Amount
Payment Type: Regular				
8818070	Z-CD-0246	AMBRO ELECTRIC	06/18/2020	188.15
8818071	A-0359	ANDERSON PENNA PARTNERS, INC.	06/18/2020	6,224.50
8818072	A-0365	AT&T - CALNET 3	06/18/2020	20.89
8818073	B-0437	BRINKS, INCORPORATED	06/18/2020	134.69
8818074	C-1179	CANON SOLUTIONS AMERICA	06/18/2020	17.98
8818075	C-1022	CDW GOVERNMENT, INC.	06/18/2020	303.81
8818076	C-1075	CITY OF LAGUNA WOODS	06/18/2020	2,002.54
8818077	C-1139	COMPLETE OFFICE OF CALIFORNIA	06/18/2020	287.55
8818078	C-0023	COX COMMUNICATION	06/18/2020	851.31
8818079	D-0575	DOG WASTE DEPOT	06/18/2020	1,077.28
8818080	Z-PS-0026	FINKS, SAMANTHA	06/18/2020	57.00
8818081	Z-CS-0348	GALLAGHER, AMY	06/18/2020	242.00
8818082	Z-CD-0186	GUARDIAN ROOFS	06/18/2020	870.00
8818083	Z-PS-0023	HUANG, CHUN KAI	06/18/2020	42.00
8818084	I-0982	IDS GROUP, INC.	06/18/2020	1,117.00
8818085	K-1193	KOSMONT COMPANIES	06/18/2020	11,915.80
8818086	Z-PS-0022	LIVE, HECTOR	06/18/2020	42.00
8818087	Z-PS-0024	MADAKI, JOSEPH	06/18/2020	217.00
8818088	M-1585	MCDONALD, KAYLE	06/18/2020	40.25
8818089	M-1438	MEEHAN, DANIEL	06/18/2020	90.85
8818090	Z-CD-0203	PACIFIC CREST ROOFING	06/18/2020	100.00
8818091	C-1003	PARKING VIOLATIONS OC TREASURER-TAX COLLECTOR	06/18/2020	2,479.00
8818092	P-1834	PLACEWORKS, INC.	06/18/2020	17,303.38
8818093	P-1832	PRINTEX PRINTING AND GRAPHICS INC.	06/18/2020	48.49
8818094	Z-PS-0021	SELWAY, KATHLEEN B	06/18/2020	10.00
8818095	S-2201	SUNSET PROPERTY SERVICES JONSET CORPORATION	06/18/2020	11,917.19
8818096	W-2302	THOMSON REUTERS - WEST	06/18/2020	266.61
8818097	T-2656	TYLER TECHNOLOGIES, INC.	06/18/2020	138.00
8818098	Z-PS-0025	VASQUEZ, VICTOR UMBERTO SALDANA	06/18/2020	92.00
8818099	W-2337	WEST COAST ARBORISTS, INC.	06/18/2020	36,168.80
8818100	A-0365	AT&T - CALNET 3	06/25/2020	217.10
8818101	Z-CS-0021	BLACKEN, JAMES	06/25/2020	500.00
8818102	C-1177	CANON FINANCIAL SERVICES, INC.	06/25/2020	851.51
8818103	C-1139	COMPLETE OFFICE OF CALIFORNIA	06/25/2020	545.72
8818104	C-0023	COX COMMUNICATION	06/25/2020	95.00
8818105	D-0461	DATA TICKET, INC.	06/25/2020	524.67
8818106	E-0602	EMPLOYMENT DEV. DEPT (EDD)	06/25/2020	262.40
8818107	G-0821	G2 CONSTRUCTION INC.	06/25/2020	12,500.00
8818108	Z-CD-0147	JIM MURRAY ROOFING INC.	06/25/2020	2,340.00
8818109	G-0709	JOE A. GONSALVES & SON	06/25/2020	2,900.00
8818110	O-1546	OFFICE SOLUTIONS	06/25/2020	316.30
8818111	S-2296	SHUTE, MIHALY WEINBERGER LLP	06/25/2020	158.50
8818112	S-2250	SPARKLETTS	06/25/2020	224.12
8818113	R-1801	WOODRUFF, SPRADLIN & SMART	06/25/2020	50,628.37
8818114	B-0304	BEE MAN, THE	07/02/2020	569.50
8818115	C-0023	COX COMMUNICATION	07/02/2020	402.31
8818116	C-1122	CROSSTOWN ELECTRICAL & DATA, INC.	07/02/2020	4,872.80
8818117	C-1004	DISTRICT ATTORNEY'S OFFICE COUNTY OF ORANGE	07/02/2020	258.15
8818118	D-0561	DOCU-TRUST LAGUNA VAULT	07/02/2020	75.00
8818119	E-0504	EL TORO WATER DISTRICT	07/02/2020	21,081.32
8818120	H-0829	HARTZOG & CRABILL, INC.	07/02/2020	8,592.59
8818121	H-0960	HR GREEN PACIFIC, INC.	07/02/2020	5,280.00
8818122	K-1193	KOSMONT COMPANIES	07/02/2020	14,722.68

Attachment: Warrant Register - July 14, 2020 (2176 : Warrant Register, July 14, 2020)

Warrant Register - July 14, 2020

Check Number	Vendor Number	Vendor Name
8818123	M-1600	MERCY HOUSE LIVING CENTERS, INC.
8818124	M-1388	MOBILE MINI, INC.
8818125	M-1302	MOULTON NIGUEL WATER DISTRICT
8818126	N-1474	NIEVES LANDSCAPE, INC.
8818127	R-1830	RALPHS GROCERY COMPANY
8818128	R-1977	RJ ELECTRIC
8818129	S-1902	SAN DIEGO GAS & ELECTRIC
8818130	S-1949	SMART & FINAL
8818131	S-1904	SOUTHERN CALIFORNIA EDISON
8818132	S-2209	STUDIO TWO BLACK DIAMOND
8818133	U-2121	U.S. POSTAL SERVICE
8818134	U-2165	UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA
8818135	Z-CS-0086	DE LA TORRES, BENJAMIN
8818136	D-0541	DIAMOND ENVIRONMENTAL SERVICES
8818137	E-0588	ENVIRONMENTAL SYS RESEARCH, IND (ESRI)
8818138	Z-CD-0010	ESPLANADE BUILDERS, INC.
8818139	Z-CD-0147	JIM MURRAY ROOFING INC.
8818140	Z-CD-0199	MCCORMACK ROOFING
8818141	O-1528	OCTA
8818142	P-1832	PRINTEX PRINTING AND GRAPHICS INC.
8818143	Q-1715	QUESTYS SOLUTIONS
8818144	Z-CD-0259	ROY, LUSINE
8818145	Z-CD-0175	SIMCIK, JASON

Date Range: 06/12/2020 - 07/02/2020

Payment Date	Payment Amount
07/02/2020	793.25
07/02/2020	82.97
07/02/2020	4,522.79
07/02/2020	87,227.63
07/02/2020	18.05
07/02/2020	3,338.58
07/02/2020	23,778.88
07/02/2020	125.69
07/02/2020	12,795.30
07/02/2020	466.73
07/02/2020	240.00
07/02/2020	196.54
07/02/2020	500.00
07/02/2020	2,580.48
07/02/2020	8,700.00
07/02/2020	534.50
07/02/2020	3,300.00
07/02/2020	780.00
07/02/2020	2,775.00
07/02/2020	414.84
07/02/2020	4,801.81
07/02/2020	54.73
07/02/2020	200.00
Total Regular:	380,411.88

Attachment: Warrant Register - July 14, 2020 (2176 : Warrant Register, July 14, 2020)

Warrant Register - July 14, 2020

Date Range: 06/12/2020 - 07/02/2020

Check Number	Vendor Number	Vendor Name	Payment Date	Payment Amount
Payment Type: Bank Draft				
DFT0001250	B-0276	BANK OF AMERICA VISA CARD	06/15/2020	389.37
DFT0001251	B-0276	BANK OF AMERICA VISA CARD	06/15/2020	9.99
DFT0001252	B-0276	BANK OF AMERICA VISA CARD	06/15/2020	11.78
DFT0001253	B-0276	BANK OF AMERICA VISA CARD	06/15/2020	992.93
Total Bank Draft:				1,404.07

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	109	76	0.00	380,411.88
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	4	4	0.00	1,404.07
EFT's	0	0	0.00	0.00
	113	80	0.00	381,815.95

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All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	109	76	0.00	380,411.88
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	4	4	0.00	1,404.07
EFT's	0	0	0.00	0.00
	113	80	0.00	381,815.95

Fund Summary

Fund	Name	Period	Amount
998	POOL	6/2020	167,733.83
998	POOL	7/2020	214,082.12
			381,815.95



City of Laguna Hills, CA

Warrant Register - Payables Detail Report

By Fund

Payment Dates 06/12/2020 - 07/02/2020

Payment Date	Vendor Name	Payable Number	Description (Payable)	Account Number	Amount
Fund: 100 - GENERAL FUND					
06/15/2020	BANK OF AMERICA VISA CARD	052020 COMSVCS	Departmental Expenditure, May '20	100-310-695502	9.99
06/15/2020	BANK OF AMERICA VISA CARD	052020 POLSVCS	Departmental Expenditure, May '20	100-420-622400	686.68
06/15/2020	BANK OF AMERICA VISA CARD	052020 POLSVCS	Departmental Expenditure, May '20	100-420-695000	306.25
06/15/2020	BANK OF AMERICA VISA CARD	052020 PUBSVCS	Departmental Expenditure, May '20	100-355-611000	(525.00)
06/15/2020	BANK OF AMERICA VISA CARD	052020 PUBSVCS	Departmental Expenditure, May '20	100-355-611000	(100.00)
06/15/2020	BANK OF AMERICA VISA CARD	052020 PUBSVCS	Departmental Expenditure, May '20	100-355-622000	96.30
06/15/2020	BANK OF AMERICA VISA CARD	052020 PUBSVCS	Departmental Expenditure, May '20	100-355-720400	61.29
06/15/2020	BANK OF AMERICA VISA CARD	052020 PUBSVCS	Departmental Expenditure, May '20	100-355-720500	48.69
06/15/2020	BANK OF AMERICA VISA CARD	052020 PUBSVCS	Departmental Expenditure, May '20	100-355-720701	96.94
06/15/2020	BANK OF AMERICA VISA CARD	052020 PUBSVCS	Departmental Expenditure, May '20	100-355-720701	295.92
06/15/2020	BANK OF AMERICA VISA CARD	052020 PUBSVCS	Departmental Expenditure, May '20	100-355-720701	37.64
06/18/2020	AT&T - CALNET 3	000014852353	Traffic Signal, Public Services, May	100-355-630000	20.89
06/18/2020	TYLER TECHNOLOGIES, INC.	025-295382	Incode AP facsimile signature	100-195-700090	138.00
06/18/2020	COX COMMUNICATION	060520	T-1 Line, Jun '20	100-195-630000	851.31
06/18/2020	MCDONALD, KAYLE	061520	Mileage Reimbursement, 3/12/20	100-310-613000	40.25
06/18/2020	MEEHAN, DANIEL	061720	Mileage Reimbursement, 3/11 - 3/25/20	100-310-613000	90.85
06/18/2020	BRINKS, INCORPORATED	11174780	Courier Fee, Armored Transport, Jun '20	100-155-625000	134.69
06/18/2020	SUNSET PROPERTY SERVICES JONSET CORPORATION	121486	Street Sweeping Services, May '20	100-355-720410	134.28
06/18/2020	SUNSET PROPERTY SERVICES JONSET CORPORATION	121498	Street Sweeping Services, May '20	100-355-720410	11,782.91
06/18/2020	WEST COAST ARBORISTS, INC.	160082-A-A	Tree Trimming Services, Apr '20	100-355-720702	32,543.85
06/18/2020	WEST COAST ARBORISTS, INC.	160083-A	Tree Trimming Services, Apr '20	100-355-720702	1,368.00
06/18/2020	WEST COAST ARBORISTS, INC.	160900	Tree Trimming Services, May '20	100-355-720702	2,256.95
06/18/2020	IDS GROUP, INC.	19X063.00-5	Community Center Renovation, CIP No. 513-B	100-600-790600	1,117.00
06/18/2020	PRINTEX PRINTING AND GRAPHICS INC.	20717 (1)	Printing Services, Com Dev, Jun '20	100-225-623000	48.49
06/18/2020	COMPLETE OFFICE OF CALIFORNIA	2462246-0	Computer & Office Supplies, Jun '20	100-195-621000	187.07
06/18/2020	COMPLETE OFFICE OF CALIFORNIA	2462246-0	Computer & Office Supplies, Jun '20	100-310-620500	44.95
06/18/2020	DOG WASTE DEPOT	328566	Operating Supplies, Mar '20	100-355-622000	538.64
06/18/2020	DOG WASTE DEPOT	347291	Operating Supplies, Jun '20	100-355-622000	538.64
06/18/2020	CITY OF LAGUNA WOODS	40	Professional Fees, CIP #168-J	100-600-790600	456.64
06/18/2020	CANON SOLUTIONS AMERICA	4032984378	Copier Usage, Community Services, May '20	100-195-641200	17.98
06/18/2020	CITY OF LAGUNA WOODS	41	Professional Fees, CIP #168-H	100-600-790600	1,545.90
06/18/2020	ANDERSON PENNA PARTNERS, INC.	8337	Inspection Services, May '20	100-355-700255	6,224.50
06/18/2020	THOMSON REUTERS - WEST	842401756	Subscription, City Clerk, May '20	100-155-626000	266.61
06/18/2020	PARKING VIOLATIONS OC	APR 20	Parking Fee Surcharge, Apr '20	100-420-720823	1,172.50
06/18/2020	TREASURER-TAX COLLECTOR				
06/18/2020	PACIFIC CREST ROOFING	CD-0574-BLDR-0312-202	Refund, C&D Deposit, R #6239	100-000-227001	100.00
06/18/2020	GUARDIAN ROOFS	CD-0575-BLDR-0382-202	Refund, C&D Deposit, R #6707	100-000-227001	870.00
06/18/2020	AMBRO ELECTRIC	CD-0576-ELER-0302-202	Refund, Permit Fees, R #6031	100-000-221011	1.00
06/18/2020	AMBRO ELECTRIC	CD-0576-ELER-0302-202	Refund, Permit Fees, R #6031	100-000-221012	4.00
06/18/2020	AMBRO ELECTRIC	CD-0576-ELER-0302-202	Refund, Permit Fees, R #6031	100-000-442000	183.15
06/18/2020	GALLAGHER, AMY	CSPCOV-0050	Refund, Program Fee, R	100-000-451000	242.00
06/18/2020	FINKS, SAMANTHA	LH109188	Refund, Citation #LH109188	100-000-460100	57.00
06/18/2020	PARKING VIOLATIONS OC	MAY 20	Parking Fee Surcharge, May '20	100-420-720823	1,306.50
06/18/2020	TREASURER-TAX COLLECTOR				
06/18/2020	SELWAY, KATHLEEN B	PSV-0021	Refund, Citation #LH010001776	100-000-460100	10.00
06/18/2020	LIVE, HECTOR	PSV-0022	Refund, Citation #LH010001882	100-000-460100	42.00
06/18/2020	HUANG, CHUN KAI	PSV-0023	Refund, Citation #LH010002002	100-000-460100	42.00

Attachment: Warrant Register, Payables Detail Report - July 14, 2020 (2176 : Warrant Register, July 14, 2020)

Warrant Register - Payables Detail Report

Payment Dates: 06/12/2020 - 07/02/2020

Payment Date	Vendor Name	Payable Number	Description (Payable)	Account Number	Amount
06/18/2020	MADAKI, JOSEPH	PSV-0024	Refund, Citation #LH108925	100-000-460100	217.00
06/18/2020	VASQUEZ, VICTOR UMBERTO	PSV-0025	Refund, Citation #LH010002206	100-000-460100	92.00
06/18/2020	SALDANA CDW GOVERNMENT, INC.	XZH2655	Computer Hardware, Police Services, Jun '20	100-195-940000	303.81
06/25/2020	AT&T - CALNET 3	000014857885	Alarm, Com Ctr & City Hall Lines, Jun '20	100-195-630000	136.30
06/25/2020	AT&T - CALNET 3	000014857885	Alarm, Com Ctr & City Hall Lines, Jun '20	100-310-630100	80.80
06/25/2020	COX COMMUNICATION	060720	Traffic Signal, Jun '20	100-195-630000	95.00
06/25/2020	DATA TICKET, INC.	113614	Process Fee, Parking Citations, May	100-420-720823	524.67
06/25/2020	JOE A. GONSALVES & SON	158305	Legislative Services, Jul '20	100-000-140000	2,900.00
06/25/2020	G2 CONSTRUCTION INC.	200330A	Retention Release CIP # 412H	100-000-201001	12,500.00
06/25/2020	CANON FINANCIAL SERVICES, INC.	21573753	Lease - Copier, Comm Ctr, 6/1/20 - 6/30/20	100-195-641200	279.86
06/25/2020	CANON FINANCIAL SERVICES, INC.	21573754	Lease - Copier, City Hall, 6/1/20 - 6/30/20	100-195-641200	253.83
06/25/2020	CANON FINANCIAL SERVICES, INC.	21573755	Lease - New Admin Copier, 6/1/20 - 6/30/20	100-195-641200	317.82
06/25/2020	COMPLETE OFFICE OF CALIFORNIA	2465124-0	Operating Supplies, Comm Ctr, Jun	100-310-622005	35.90
06/25/2020	COMPLETE OFFICE OF CALIFORNIA	2465511-0	Office Supplies, Comm Ctr, Jun '20	100-310-620500	128.65
06/25/2020	SHUTE, MIHALY WEINBERGER LLP	264094	Professional Services, Legal, Apr '20	100-155-700011	158.50
06/25/2020	SPARKLETTS	4228482 061920	Operating Supplies, May '20	100-195-622000	224.12
06/25/2020	WOODRUFF, SPRADLIN & SMART	65622	Professional Services Legal, May '20	100-155-700010	30,469.91
06/25/2020	WOODRUFF, SPRADLIN & SMART	65622	Professional Services Legal, May '20	100-155-700011	836.00
06/25/2020	WOODRUFF, SPRADLIN & SMART	65622	Professional Services Legal, May '20	100-155-700014	616.00
06/25/2020	WOODRUFF, SPRADLIN & SMART	65622	Professional Services Legal, May '20	100-225-700012	44.00
06/25/2020	JIM MURRAY ROOFING INC.	CD-0577-BLDR-0389-202	Refund, C&D Deposit, R #6763	100-000-227001	2,340.00
06/25/2020	BLACKEN, JAMES	FRDCOV-0051	Refund, Facility Deposit, R #1032946.002	100-000-222000	500.00
06/25/2020	OFFICE SOLUTIONS	I-01764436	Operating Supplies, Jun '20	100-195-622000	59.33
06/25/2020	OFFICE SOLUTIONS	I-01764491	Office Supplies, Jun '20	100-195-620000	135.12
06/25/2020	OFFICE SOLUTIONS	I-01764873	Office Supplies, Jun '20	100-195-620000	40.68
06/25/2020	OFFICE SOLUTIONS	I-01765296	Operating Supplies, Jun '20	100-195-622000	18.64
06/25/2020	OFFICE SOLUTIONS	I-01765968	Office Supplies, Jun '20	100-195-620000	62.53
06/25/2020	EMPLOYMENT DEV. DEPT (EDD)	LMI-07327	Publication, Community Development, 2019 Q3	100-225-626000	262.40
07/02/2020	DOCU-TRUST LAGUNA VAULT	040221	Offsite Data Storage, Jun '20	100-155-700030	75.00
07/02/2020	RALPHS GROCERY COMPANY	0520119206	Operating Supplies, Comm Svcs, Jun '20	100-310-622005	18.05
07/02/2020	EL TORO WATER DISTRICT	053120	Water Usage, Public Services, May	100-355-635000	7,688.66
07/02/2020	U.S. POSTAL SERVICE	062020	Bulk Mail Permit	100-195-625000	240.00
07/02/2020	COX COMMUNICATION	062020	T-1 Line, Jun '20	100-195-630000	402.31
07/02/2020	SAN DIEGO GAS & ELECTRIC	063020	Street Lights, Traffic Control, Com Ctr, May '20	100-310-631100	3,887.48
07/02/2020	MOULTON NIGUEL WATER DISTRICT	063020	Water Usage, Public Services & Com Ctr, May '20	100-310-635100	541.41
07/02/2020	SOUTHERN CALIFORNIA EDISON	063020	Street Lights, Traffic Control, May '20	100-355-631000	631.37
07/02/2020	SAN DIEGO GAS & ELECTRIC	063020	Street Lights, Traffic Control, Com Ctr, May '20	100-355-631000	4,542.57
07/02/2020	SOUTHERN CALIFORNIA EDISON	063020	Street Lights, Traffic Control, May '20	100-355-631400	11,717.58
07/02/2020	SAN DIEGO GAS & ELECTRIC	063020	Street Lights, Traffic Control, Com Ctr, May '20	100-355-631400	11,984.85
07/02/2020	SAN DIEGO GAS & ELECTRIC	063020	Street Lights, Traffic Control, Com Ctr, May '20	100-355-631900	3,363.98
07/02/2020	SOUTHERN CALIFORNIA EDISON	063020	Street Lights, Traffic Control, May '20	100-355-631900	112.76
07/02/2020	EL TORO WATER DISTRICT	063020	Water Usage, Public Services, Jun '20	100-355-635000	13,392.66
07/02/2020	MOULTON NIGUEL WATER DISTRICT	063020	Water Usage, Public Services & Com Ctr, May '20	100-355-635000	3,981.38
07/02/2020	SOUTHERN CALIFORNIA EDISON	063020a	Street Lights, Traffic Control, Jun '20	100-355-631900	333.59
07/02/2020	BEE MAN, THE	109988	Bee Removal, Public Services, Jun '20	100-355-720701	569.50

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Warrant Register - Payables Detail Report

Payment Dates: 06/12/2020 - 07/02/2020

Payment Date	Vendor Name	Payable Number	Description (Payable)	Account Number	Amount
07/02/2020	HR GREEN PACIFIC, INC.	136060	Community Center Renovation, CIP 513-B	100-600-790600	5,280.00
07/02/2020	DISTRICT ATTORNEY'S OFFICE	1987	Code Violations, Jan - Mar '20	100-420-720000	258.15
07/02/2020	COUNTY OF ORANGE HARTZOG & CRABILL, INC.	20-0116	Traffic Signal Mgmt Services, Feb - May '20	100-355-700101	2,921.00
07/02/2020	HARTZOG & CRABILL, INC.	20-0312	Traffic Signal Mgmt Services, May '20	100-355-700101	3,224.09
07/02/2020	HARTZOG & CRABILL, INC.	20-0312	Traffic Signal Mgmt Services, May '20	100-600-790600	57.50
07/02/2020	HARTZOG & CRABILL, INC.	20-0332	Traffic Signal Mgmt Services, May '20	100-355-700101	2,390.00
07/02/2020	PRINTEX PRINTING AND GRAPHICS INC.	20765 (1)	Printing Services, Com Svs	100-310-695508	414.84
07/02/2020	SMART & FINAL	3831400041067	Office & Operating Supplies, Jun '20	100-155-622000	34.36
07/02/2020	SMART & FINAL	3831400041067	Office & Operating Supplies, Jun '20	100-195-620000	63.97
07/02/2020	SMART & FINAL	3831400041067	Office & Operating Supplies, Jun '20	100-195-622000	27.36
07/02/2020	CROSSTOWN ELECTRICAL & DATA,	4296-20-006	Street Maintenance, Jun '20	100-355-720400	4,872.80
07/02/2020	MERCY HOUSE LIVING CENTERS, INC.	5003-20-04	Contract Services - Homelessness, Apr '20	100-310-720302	793.25
07/02/2020	RJ ELECTRIC	58799	Parks Contract Repair, Jun '20	100-355-720701	1,225.06
07/02/2020	RJ ELECTRIC	58825	Parks Contract Repair, Jun '20	100-355-720701	1,684.45
07/02/2020	RJ ELECTRIC	58840	Parks Contract Repair, Comm Ctr, Jun '20	100-355-720701	429.07
07/02/2020	UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA	620200369	Street Maintenance, Jun '20	100-355-720400	145.30
07/02/2020	NIEVES LANDSCAPE, INC.	67564	Monthly and Misc Landscape, Jun '20	100-355-720700	86,674.00
07/02/2020	NIEVES LANDSCAPE, INC.	67657	Monthly and Misc Landscape, Jun '20	100-355-720700	247.00
07/02/2020	NIEVES LANDSCAPE, INC.	67658	Monthly and Misc Landscape, Jun '20	100-355-720700	143.63
07/02/2020	NIEVES LANDSCAPE, INC.	67659	Monthly and Misc Landscape, Jun '20	100-355-720700	163.00
07/02/2020	MOBILE MINI, INC.	9008622901	Storage Rental, Community Center, 6/16 - 7/13/20	100-310-641000	82.97
07/02/2020	ENVIRONMENTAL SYS RESEARCH, IND (ESRI)	93849267	GIS Maintenance Agreement, FY	100-195-720050	8,700.00
07/02/2020	STUDIO TWO BLACK DIAMOND	96357	Office Supplies, Comm Ctr, Jun '20	100-310-620500	355.27
07/02/2020	STUDIO TWO BLACK DIAMOND	96358	Office Supplies, Comm Ctr, Jun '20	100-310-620500	111.46
07/02/2020	OCTA	AR141520	Annual Lease, FY 20/21	100-355-700100	2,775.00
07/02/2020	SIMCIK, JASON	CD-0578-BLDR-0276-202	Refund, C&D Deposit, R #6030	100-000-227001	100.00
07/02/2020	SIMCIK, JASON	CD-0579-BLDR-0290-202	Refund, C&D Deposit, R #6116	100-000-227001	100.00
07/02/2020	JIM MURRAY ROOFING INC.	CD-0580-BLDR-0372-202	Refund, C&D Deposit, R #6698	100-000-227001	2,340.00
07/02/2020	JIM MURRAY ROOFING INC.	CD-0581-BLDR-0404-202	Refund, C&D Deposit, R #6868	100-000-227001	960.00
07/02/2020	MCCORMACK ROOFING	CD-0582-BLDR-0403-202	Refund, C&D Deposit, R #6911	100-000-227001	780.00
07/02/2020	ESPLANADE BUILDERS, INC.	CD-0583-BLDC-0053-202	Refund, C&D Deposit, R #6185	100-000-227001	534.50
07/02/2020	ROY, LUSINE	CD-0584-MECC-0210-202	Refund, Permit Fees, R #6505	100-000-221011	1.00
07/02/2020	ROY, LUSINE	CD-0584-MECC-0210-202	Refund, Permit Fees, R #6505	100-000-221012	4.00
07/02/2020	ROY, LUSINE	CD-0584-MECC-0210-202	Refund, Permit Fees, R #6505	100-000-442000	49.73
07/02/2020	UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA	dsb20193441	Street Maintenance, Jun '20	100-355-720400	51.24
07/02/2020	DE LA TORRES, BENJAMIN	FRD-0245	Refund, Facility Deposit, R #1033934.002	100-000-222000	500.00
07/02/2020	QUESTYS SOLUTIONS	MN00001106	Software Maintenance, FY 20/21	100-195-720050	4,801.81
Fund 100 - GENERAL FUND Total:					315,805.08

Fund: 101 - MGP DEVELOPMENT APPLICATION - VALH PROJECT

06/18/2020	KOSMONT COMPANIES	1911.5-007	Prof Services, Village at Laguna Hills, May '20	101-000-223000	11,915.80
06/18/2020	KOSMONT COMPANIES	1911.5-007	Prof Services, Village at Laguna Hills, May '20	101-000-450000	(11,915.80)
06/18/2020	KOSMONT COMPANIES	1911.5-007	Prof Services, Village at Laguna Hills, May '20	101-225-700000	11,915.80
06/18/2020	PLACEWORKS, INC.	72369	Prof Services, Village at LH Expenses, May '20	101-000-223000	12,624.13
06/18/2020	PLACEWORKS, INC.	72369	Prof Services, Village at LH Expenses, May '20	101-000-450000	(12,624.13)
06/18/2020	PLACEWORKS, INC.	72369	Prof Services, Village at LH Expenses, May '20	101-225-700200	12,624.13

Warrant Register - Payables Detail Report

Payment Dates: 06/12/2020 - 07/02/2020

Payment Date	Vendor Name	Payable Number	Description (Payable)	Account Number	Amount
06/18/2020	PLACEWORKS, INC.	72371	Prof Services, Village at LH Expenses, May '20	101-000-223000	4,679.25
06/18/2020	PLACEWORKS, INC.	72371	Prof Services, Village at LH Expenses, May '20	101-000-450000	(4,679.25)
06/18/2020	PLACEWORKS, INC.	72371	Prof Services, Village at LH Expenses, May '20	101-225-700200	4,679.25
06/25/2020	WOODRUFF, SPRADLIN & SMART	65612	Professional Services Legal, May '20	101-000-223000	16,704.46
06/25/2020	WOODRUFF, SPRADLIN & SMART	65612	Professional Services Legal, May '20	101-000-450000	(16,704.46)
06/25/2020	WOODRUFF, SPRADLIN & SMART	65612	Professional Services Legal, May '20	101-225-700012	16,704.46
07/02/2020	KOSMONT COMPANIES	1911.5-005	Prof Services, Village at Laguna Hills, Mar '20	101-000-223000	8,626.98
07/02/2020	KOSMONT COMPANIES	1911.5-005	Prof Services, Village at Laguna Hills, Mar '20	101-000-450000	(8,626.98)
07/02/2020	KOSMONT COMPANIES	1911.5-005	Prof Services, Village at Laguna Hills, Mar '20	101-225-700000	8,626.98
07/02/2020	KOSMONT COMPANIES	1911.5-006	Prof Services, Village at Laguna Hills, Apr '20	101-000-223000	6,095.70
07/02/2020	KOSMONT COMPANIES	1911.5-006	Prof Services, Village at Laguna Hills, Apr '20	101-000-450000	(6,095.70)
07/02/2020	KOSMONT COMPANIES	1911.5-006	Prof Services, Village at Laguna Hills, Apr '20	101-225-700000	6,095.70
Fund 101 - MGP DEVELOPMENT APPLICATION - VALH PROJECT Total:					60,646.32
Fund: 430 - LOCAL EMERGENCY - COVID-19					
06/15/2020	BANK OF AMERICA VISA CARD	052020 GENGOV2	Departmental Expenditure, May '20	430-420-622000	389.37
06/18/2020	COMPLETE OFFICE OF CALIFORNIA	2461824-0	Supplies, Public Safety, COVID-19, Jun '20	430-420-622000	55.53
06/25/2020	COMPLETE OFFICE OF CALIFORNIA	2464591-0	Supplies - Public Safety, COVID-19, Jun '20	430-420-622000	381.17
06/25/2020	WOODRUFF, SPRADLIN & SMART	65622	Professional Services Legal, May '20	430-420-700010	1,958.00
07/02/2020	DIAMOND ENVIRONMENTAL	0002673825	Contract Serv - Sanitation, Cabot Park, Jul '20	430-420-721505	860.16
07/02/2020	DIAMOND ENVIRONMENTAL	0002673826	Contract Serv - Sanitation, Comm Ctr, Jul '20	430-420-721505	860.16
07/02/2020	DIAMOND ENVIRONMENTAL	0002673827	Contract Serv - Sanitation, Civic Ctr, Jul '20	430-420-721505	860.16
Fund 430 - LOCAL EMERGENCY - COVID-19 Total:					5,364.55
Fund: 600 - CAPITAL IMPROVEMENT PROJECT					
06/18/2020	IDS GROUP, INC.	19X063.00-5	Community Center Renovation, CIP No. 513-B	600-000-490100	(1,117.00)
06/18/2020	IDS GROUP, INC.	19X063.00-5	Community Center Renovation, CIP No. 513-B	600-255-950513	1,117.00
06/18/2020	CITY OF LAGUNA WOODS	40	Professional Fees, CIP #168-J	600-000-490100	(456.64)
06/18/2020	CITY OF LAGUNA WOODS	40	Professional Fees, CIP #168-J	600-251-950168	456.64
06/18/2020	CITY OF LAGUNA WOODS	41	Professional Fees, CIP #168-H	600-000-490100	(1,545.90)
06/18/2020	CITY OF LAGUNA WOODS	41	Professional Fees, CIP #168-H	600-251-950168	1,545.90
07/02/2020	HR GREEN PACIFIC, INC.	136060	Community Center Renovation, CIP 513-B	600-000-490100	(5,280.00)
07/02/2020	HR GREEN PACIFIC, INC.	136060	Community Center Renovation, CIP 513-B	600-255-950513	5,280.00
07/02/2020	HARTZOG & CRABILL, INC.	20-0312	Traffic Signal Mgmt Services, May '20	600-000-490100	(57.50)
07/02/2020	HARTZOG & CRABILL, INC.	20-0312	Traffic Signal Mgmt Services, May '20	600-251-950168	57.50
Fund 600 - CAPITAL IMPROVEMENT PROJECT Total:					0.00
Grand Total:					381,815.95

Attachment: Warrant Register, Payables Detail Report - July 14, 2020 (2176 : Warrant Register, July 14, 2020)

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
100 - GENERAL FUND	315,805.08	315,805.08
101 - MGP DEVELOPMENT APPLICATION - VALH PROJECT	60,646.32	60,646.32
430 - LOCAL EMERGENCY - COVID-19	5,364.55	5,364.55
600 - CAPITAL IMPROVEMENT PROJECT	0.00	0.00
Grand Total:	381,815.95	381,815.95

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
100-000-140000	Pre-paid Expenditures	2,900.00	2,900.00
100-000-201001	Accounts Payable - Retention	12,500.00	12,500.00
100-000-221011	Building Standards Fee	2.00	2.00
100-000-221012	SB1186 ADA CASp Fees	8.00	8.00
100-000-222000	Refundable Deposits	1,000.00	1,000.00
100-000-227001	SecurityDeposit-WasteRecycling	8,124.50	8,124.50
100-000-442000	Building Related Permits	232.88	232.88
100-000-451000	Recreation Fees	242.00	242.00
100-000-460100	Parking Revenues	460.00	460.00
100-155-622000	Operating Supplies	34.36	34.36
100-155-625000	Postage & Delivery	134.69	134.69
100-155-626000	Subscriptions & Books	266.61	266.61
100-155-700010	Legal Services-General Counsel	30,469.91	30,469.91
100-155-700011	Legal Services-Litigation	994.50	994.50
100-155-700014	Legal Services - Luna Bonita	616.00	616.00
100-155-700030	Professional Svcs- City Clerk	75.00	75.00
100-195-620000	Office Supplies	302.30	302.30
100-195-621000	Computer Supplies	187.07	187.07
100-195-622000	Operating Supplies	329.45	329.45
100-195-625000	Postage & Delivery	240.00	240.00
100-195-630000	Telephone & Communication	1,484.92	1,484.92
100-195-641200	Rent/Lease - Copier	869.49	869.49
100-195-700090	Computer Consulting Services	138.00	138.00
100-195-720050	Contract Serv-Software Support	13,501.81	13,501.81
100-195-940000	Computer Hardware & Software	303.81	303.81
100-225-623000	Printing	48.49	48.49
100-225-626000	Subscriptions & Books	262.40	262.40
100-225-700012	Legal Services - Community	44.00	44.00
100-310-613000	Mileage Reimbursement	131.10	131.10
100-310-620500	Office Supplies - Comm Ctr	640.33	640.33
100-310-622005	Operating Supplies Comm Ctr	53.95	53.95
100-310-630100	Phone & Communication Comm	80.80	80.80
100-310-631100	Utilities - Electric Comm Ctr	3,887.48	3,887.48
100-310-635100	Utilities - Water Comm Ctr	541.41	541.41
100-310-641000	Rent/Lease - Equipment	82.97	82.97
100-310-695502	Special Needs Program	9.99	9.99
100-310-695508	July Fourth Celebration	414.84	414.84
100-310-720302	Contract Services - Homelessness	793.25	793.25
100-355-611000	Training and Education	(625.00)	(625.00)
100-355-622000	Operating Supplies	1,173.58	1,173.58
100-355-630000	Telephone & Communication	20.89	20.89
100-355-631000	Utilities - Electric	5,173.94	5,173.94
100-355-631400	Electric-Street Lights/Signals	23,702.43	23,702.43
100-355-631900	UtilitiesElectricOnBillFinancing	3,810.33	3,810.33
100-355-635000	Utilities - Water	25,062.70	25,062.70
100-355-700100	City Engineer Services	2,775.00	2,775.00
100-355-700101	Traffic Engineer Services	8,535.09	8,535.09
100-355-700255	Improvement Inspection	6,224.50	6,224.50
100-355-720400	Street Maintenance	5,130.63	5,130.63

Attachment: Warrant Register, Payables Detail Report - July 14, 2020 (2176 : Warrant Register, July 14, 2020)

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
100-355-720410	Street Sweeping	11,917.19	11,917.19
100-355-720500	Graffiti Removal	48.69	48.69
100-355-720700	Landscape Maintenance Contract	87,227.63	87,227.63
100-355-720701	Parks Contract Repair	4,338.58	4,338.58
100-355-720702	Tree Maintenance	36,168.80	36,168.80
100-420-622400	Operating Supplies - Emergency	686.68	686.68
100-420-695000	CommunityAsstnc/PublicRelation	306.25	306.25
100-420-720000	Contract Services	258.15	258.15
100-420-720823	Parking Citation Processing	3,003.67	3,003.67
100-600-790600	Transfers Out - Capital Imprv	8,457.04	8,457.04
101-000-223000	Plan Application Deposit	60,646.32	60,646.32
101-000-450000	Planning Fees	(60,646.32)	(60,646.32)
101-225-700000	Consultant Services	26,638.48	26,638.48
101-225-700012	Legal Services	16,704.46	16,704.46
101-225-700200	Consultant Services, Planning	17,303.38	17,303.38
430-420-622000	Supplies - Public Safety, COVID-	826.07	826.07
430-420-700010	Legal Services, COVID-19	1,958.00	1,958.00
430-420-721505	Contract Services-	2,580.48	2,580.48
600-000-490100	Transfer In- General Fund	(8,457.04)	(8,457.04)
600-251-950168	TrafficSignalImprovCoordination	2,060.04	2,060.04
600-255-950513	Community Center Renovation	6,397.00	6,397.00
Grand Total:		381,815.95	381,815.95

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	381,815.95	381,815.95
Grand Total:	381,815.95	381,815.95



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: July 14, 2020
TO: Mayor and Council Members
FROM: Melissa Au-Yeung
Deputy City Manager
ISSUE: Adoption of Fiscal Year 2020/2021 Civic Center Budget

RECOMMENDATION: That the City Council approve and adopt the Fiscal Year 2020/2021 Civic Center Budget.

SUMMARY:

The Laguna Hills Civic Center is an enterprise/proprietary fund operation of the City. Altogether, there are 51,970 square feet of leasable office space in the Civic Center. The City currently occupies 20,843 square feet and leases out 31,127 square feet. For Fiscal Year 2020/2021, staff is recommending a budget that will generate net income of \$161,684. However, after one-time capital expenses associated with two new leases and one lease renewal, the budget projects a net loss of \$76,819.

BACKGROUND:

Included as an attachment to this report is the proposed 2020/2021 Civic Center Budget. This budget is based on the following assumptions:

- Suites 160 and 250, which are currently vacant, will lease up at current market rates.
- Tenant in Suite 304 will renew their lease at current market rates.

These assumptions are important in that they can trigger both the start of a new revenue stream, tenant improvements, and/or commission costs. For FY2020/2021, the two new leases and lease renewal require \$125,250 in tenant improvement and \$19,753 in lease commissions. The budget also includes a \$93,500 appropriation for capital expenses. Proposed capital projects include HVAC replacements, security

FY 2020/2021 Civic Center Budget

July 14, 2020

Page 2

cameras, painting and carpeting. As a result, the budgeted net income of \$161,684 is reduced to a net loss of \$76,819. The enterprise fund has a fund balance of \$204,070 as of May 31, 2020, and as such, no owner contribution is anticipated for this fiscal year.

FISCAL IMPACT:

The proposed FY 2020/2021 Civic Center Budget projects a net loss of \$76,819 after capital expenses. There are no General Fund or Capital Reserve Fund contributions expected.

ATTACHMENTS:

- FY 2020/2021 Civic Center Budget

Laguna Hills Civic Center
2020-21 Budget

	Adopted Budget 2019-20	Estimated Actuals 2019-20	Proposed Budget 2020-21
Rental Income	1,254,716	1,171,598	1,268,406
Contra Revenue	(549,965)	(549,965)	(549,965)
CAM Income	61,839	70,976	73,458
Contra CAM	(61,143)	(69,644)	(69,986)
CAM Rec Revenue	-	538	-
Other	-	1,278	-
Total Revenue	705,447	624,781	721,913
Direct Operating Expenses	532,179	503,726	535,286
Net Operating Income	\$ 173,268	\$ 121,055	\$ 186,627
Indirect Operating Expenses	29,102	36,773	24,942
Net Income	144,166	84,282	161,684
Capital Expenses	229,412	29,305	238,503
Net Cash Flow After Capital	(85,246)	54,977	(76,819)
General Fund Contribution	-	-	-
Capital Reserve Fund	-	-	-
Distribution to Capital Reserve Fund	-	-	-
Distribution to General Fund	-	-	-
Civic Center Net Cash Flow	(85,246)	54,977	(76,819)
Fund Balance as of July 30, 2020			204,070



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: July 14, 2020

TO: Mayor and Council Members

FROM: David Chantarangsu
Community Development Director

ISSUE: Periodic Review of Development Agreement No. 12-11-2137 (Ordinance No. 2012-4) Between the City of Laguna Hills and Laguna Hills Investment Company: Oakbrook Village Shopping Center Mixed Use Project

RECOMMENDATION: That the City Council: 1) Receive and file a report demonstrating the property owner's good faith compliance with the terms and conditions of the Development Agreement; and 2) Find and determine that the Laguna Hills Investment Company has complied in good faith with the terms and conditions of the Development Agreement for the 12-month period of January 2019 to January 2020.

SUMMARY:

In 2012, the City entered into a Development Agreement with Laguna Hills Investment Company for the redevelopment of the Oakbrook Village Shopping Center. In 2014, Laguna Hills Investment Company assigned an interest in the Development Agreement to Oakbrook Urban Village I, LLC, the developer of the Phase 1 residential portion of the Project. In 2015, the City and the two property owners entered into Amendment No. 1 to the Development Agreement. In 2016, the City and the two property owners entered into Amendment No. 2 to the Development Agreement. The Development Agreement, as amended, provides for a general renovation program for the shopping center, including the establishment of a mixed-use residential development within the property, along with significant property improvements. The project is more specifically described below.

The Municipal Code and the Development Agreement provide that the City Council annually review the Owners' good faith compliance with the terms of the Development

Agreement. To support the City's determination, the Owner has provided a description of the activities it has undertaken to comply with the Agreement. These activities are described in Attachment 1.

Staff has reviewed the list of activities identified in the progress letter and agrees that the Owner has complied in good faith with the Agreement. Additionally, staff has met several times with the Laguna Hills Investment Company and has been in regular contact with them during the past year to ensure that the Applicant continues to make progress in implementing the project.

Typically, the presentation of this annual review would occur earlier in the calendar year. However, the project manager for Oakbrook Village departed the Laguna Hills Investment Company in the midst of the preparation of this annual review. The appointment of a new project manager, as well as the time needed for the new project manager to become familiar with the Development Agreement has resulted in the delay of this annual review. Staff anticipates a traditional update schedule going forward.

AUTHORITY:

Section 9-84.060 (Periodic Review) of the Laguna Hills Municipal Code states:

"Each development agreement shall be reviewed annually by the City Council to determine compliance with provisions contained therein. A report of the findings of that review shall be made a part of the project record. Each developer or owner of land subject to a development agreement shall provide written data and report to the Community Development Director demonstrating compliance with the terms and conditions of the agreement."

Section 18 of the Development Agreement also provides for the City's periodic review, at least every 12 months, of the Owners' good faith compliance with the terms of the Development Agreement. At the time of each review, the property owner is to submit evidence to the City's Community Development Director demonstrating its good faith compliance with the terms and conditions of the Development Agreement. The City Council then determines whether or not the property owner has, for the period under review, complied in good faith with the terms and conditions of the Development Agreement.

BACKGROUND:

In 2012, the Laguna Hills Investment Company, the owner of the Oakbrook Village Shopping Center, located at 24231-24391 Avenida de la Carlota in the Urban Village Specific Plan area, filed zoning applications requesting land use entitlement approvals for the redevelopment of Oakbrook Village Shopping Center with a two-phased mixed-use development (the “2012 Project”). The 2012 Project contemplated the development of up to 489 residential dwelling units (289 in Phase 1 and up to 200 in Phase 2) in multistory residential buildings and approximately 82,575 square feet of new commercial/retail space (23,974 in Phase 1 and 58,600 in Phase 2), along with building façade enhancements, pedestrian paseos (walkways), village greens, landscaping, and connectivity to Five Lagunas. To accommodate this new construction, the 2012 Project contemplated that a significant portion of the existing commercial building area would be demolished, resulting in a net total of at least 132,200 square feet of commercial/retail space in the center after completion of Phase 1 and at least 125,000 square feet of commercial/retail space within the center after completion of Phase 2.

On November 13, 2012, the Planning Agency adopted Resolution No. PA2012-11-13-1 approving Site Development Permit/ Master Sign Program/ Conditional Use Permit/ Parking Use Permit/ Vesting Tentative Tract Map/ Precise Plan/ Development Agreement No. 12-11-2137 for Phase 1 of the 2012 Project (the “Phase 1 Project Approvals”), subject to specified conditions of approval.

On November 27, 2012, the City Council adopted Ordinance No. 2012-4 approving a Development Agreement between the City and the Laguna Hills Investment Company pertaining to Phase 1 and Phase 2 of the 2012 Project (the “Development Agreement”), which Development Agreement became effective December 28, 2012 and was recorded in the Official Records, Orange County Clerk-Recorder's Office on January 2, 2013, as Document No. 2013000002329. The Development Agreement contains specific provisions regarding the timing of development of Phase 1 components of the Project, the provision of public art, and the completion of required public improvements. The new commercial space in Phase 1 includes development of two “Deferred Retail Pads” which, pursuant to the Development Agreement, may be completed at any time prior to, or concurrently with, Phase 2. In addition, the Development Agreement provides that, subject to obtaining all applicable Subsequent Development Approvals, in lieu of one or both of the Deferred Retail Pads, the property owner may develop an equivalent or greater amount of new retail space on the property.

On February 11, 2014, the Planning Agency adopted Resolution No. PA2014-02-11-2 making modifications to certain Conditions of Approval of the Phase 1 Project Approvals related to the early issuance of building permits and other project sequencing matters.

On April 24, 2014, Laguna Hills Investment Company assigned an interest in the Development Agreement to Oakbrook Urban Village I, LLC, as described and as set forth in that certain Assignment of Development Agreement dated April 24, 2014, as recorded in the Official Records, Orange County, Clerk Recorder, on April 2, 2014, bearing document number 2014000157001.

On July 8, 2014, the City Council approved Operating Memorandum No. 1 to the Development Agreement to clarify certain matters pertaining to the provision of public art in conjunction with the project. Under operating Memorandum No. 1, the deadline for the installation of the public art was moved from the first residential Certificate of Occupancy to the last residential Certificate of Occupancy.

Laguna Hills Investment Company and Oakbrook Urban Village I, LLC (collectively, the "Owners") subsequently proposed an Amendment No. 1 to the Project Development Agreement to extend the time periods for commencement or completion of certain on-site improvements in Phase 1 of the Project. On February 10, 2015, the Planning Agency adopted Resolution No. PA2015-02-10-1 modifying Condition of Approval No. 47 of the Phase 1 Project Approvals to extend time frames related to the construction of the pedestrian and parking lot paseos consistent with the proposed Amendment No. 1 to the Project Development Agreement. On February 24, 2015, the City Council adopted Ordinance No. 2015-3 approving Amendment No. 1 to Development Agreement, which Amendment No. 1 to Development Agreement became effective March 27, 2015, and was recorded in the Official Records, Orange County Clerk-Recorder's Office on March 31, 2015, as Document No. 2015000163595.

On July 14, 2015, the City Council approved the First Amendment to the Operating Memorandum No. 1 to the Development Agreement, which modified Section 3.4 of the Operating Memorandum to require that the public art for Phase 1, specified in the approved Final Public Art Plan, be furnished and installed by the Owner prior to October 31, 2016.

The Owners subsequently proposed an Amendment No. 2 to the Development Agreement to modify the timing, location, and scope of development of certain on-site pedestrian, landscaping, and façade improvements. On March 8, 2016, the Planning Agency adopted Resolution No. 2016-03-8-1 amending Resolution Nos. PA2015-02-10-1,

PA2012-11-13-1 and PA2014-02-11-2 to modify Condition of Approval No. 47 of the Phase 1 Project Approvals to be consistent with the Development Agreement, as amended by Amendment Nos. 1 and 2 to Development Agreement, and to modify Condition of Approval No. 54 of the Phase 1 Project Approvals to extend the time period by which Owner is required to construct secondary entry signs. On March 22, 2016, the City Council adopted Ordinance No. 2016-2 approving Amendment No. 2 to Development Agreement, which Amendment No. 2 to Development Agreement became effective April 22, 2016, and was recorded in the Official Records, Orange County Clerk-Recorder's Office on April 26, 2016, as Document No. 2016000181582.

On March 22, 2016, the Planning Agency and City Council approved the Five Lagunas Project, which proposed the redevelopment of the Laguna Hills Mall shopping center to the north of the current project site (and also within the UVSP) into a mixed-use urban village center branded “Five Lagunas” (the “Five Lagunas Project”).

On August 23, 2016, the City Council approved the Second Amendment to Operating Memorandum No. 1 to the Development Agreement, which further extended the date to furnish and install the public art for Phase 1 to February 28, 2017.

On February 27, 2017, the City Council approved the Third Amendment to Operating Memorandum No. 1 to the Development Agreement. The Amendment extended the date by which the Owner was required to have furnished and installed the public art for Phase 1 to April 30, 2017.

In August 2017, the Owner submitted an application for a Subsequent Development Approval in accordance with the Development Agreement for the 2012 Project for Site Development Permit/Master Sign Program Amendment No. 8-17-3965 (a) to demolish the existing vacant 7,800 square foot Lone Star restaurant building, (b) to construct two new commercial/retail buildings (approximately 20,650 square feet total) in place of the existing Lone Star restaurant and in lieu of constructing one of the Deferred Retail Pads, (c) to modify the parking area and construct the relocated Parking Lot Paseo #2 and new East-West Parking Lot Paseo 2A described in Amendment No. 2 to the Development Agreement; and (d) to amend the Master Sign Program for the Oakbrook Village mixed-use commercial center (collectively, the “2018 Project”). On April 10, 2018, the Planning Agency and City Council adopted Resolution No. PA2018-04-10-1 approving the 2018 Project, subject to specified conditions of approval.

On September 6, 2018, the City issued building permits (COM-11-17-15833, 15834, 15836) to begin construction on the 2018 Project.

In June 2019, construction of the 2018 Project was completed, and the Trader Joe's grocery store relocated from its previous location in Oakbrook Village into one of the new commercial/retail buildings.

Summary of Improvements Completed to Date

To date, the mixed-use building containing 289 residential units above ground-floor commercial tenant spaces (Reata), the Phase 1 Village Green, the required façade upgrades of the remaining buildings, and certain pedestrian paseos and other required Phase 1 Public Improvements have been completed. In addition, in April 2017, the public art piece approved by the City Council was installed at the Plaza Green of the Reata Apartments and serves as a community gathering place.

Future improvements remaining to be completed include the following:

- Development of the second Deferred Retail Pad. Pursuant to Section 5.4.2 of the Development Agreement, this may be completed at any time prior to, or concurrently with, development of Phase 2.
- Hillside Pedestrian Paseo. Pursuant to Section 4.B of Amendment No. 2 to the Development Agreement, the Hillside Pedestrian Paseo are to be completed on or before (a) the date that is six (6) months after the date the City issues the first certificate of occupancy for a new commercial building on the Five Lagunas Property adjacent to Oakbrook Village in the approximate location identified as "Building B" on Exhibit D to Amendment No. 2, or (b) December 28, 2023, whichever occurs first. To date, the referenced "Building B" on the Five Lagunas Property has not yet been built.
- Improvements Along North Property Line other than the Hillside Pedestrian Paseo. Pursuant to Section 4.C of the Amendment No. 2 to the Development Agreement, in lieu of construction of a pedestrian trail, Owner is to plan and construct new, enhanced landscape improvements and vehicular and pedestrian connections at the north Property line, which create coordinated and compatible linkages at the north Property boundary line between Oakbrook Village and the Five Lagunas Property. This will require coordination and cooperation between the Owners and the owners of the Five Lagunas Property and approval of Subsequent Development Approvals by the City. Pursuant to Amendment No. 2 to the Development Agreement, these improvements are to be completed on or before (a) the date that is six (6) months after the date the City issues the first certificate of occupancy for a new residential building on the Five Lagunas

Property near Oakbrook Village in the approximate location identified as “Building A” on Exhibit D to Amendment No. 2, or (b) December 28, 2023, whichever occurs first. Amendment No. 2 to the Development Agreement also provides for the Owners to submit a complete application for Subsequent Development Approvals to construct these north property line improvements on or before (a) the date that is 180 days after the date on which the City approves entitlements for construction of the referenced Building “A” on the Five Lagunas Property, or (b) March 2, 2017, whichever occurs last. On November 1, 2019, MGP submitted a new development application to replace Five Lagunas. The improvements described above are deferred at this time since the City has not yet acted on MGP’s new project. In addition, a Final Map that would allow for the development of the referenced “Building A” has not yet been submitted by the owners of the Five Lagunas Property, and is unlikely given MGP’s new development application filing.

- The Phase 2 improvements. These are currently contemplated to include, without limitation: (i) a maximum of 200 additional multi-family residential units; (ii) a minimum of 27,000 square feet of new retail space within the residential/retail mixed-use structures or on other areas on the Property; (iii) such additional new retail space necessary to result in a minimum of 125,000 total aggregate square feet of retail space on the Property; (iv) an approximately 7,000 square foot secondary village green area directly adjacent to the Phase 1 village green area; (v) a potential reconstructed north-south pedestrian paseo pursuant to Section 6.A of Amendment No. 2 to the Development Agreement; (vi) a potential new east-west pedestrian paseo pursuant to Section 6.B of Amendment No. 2 to the Development Agreement; and (vii) new light poles pursuant to Section 6.C of Amendment No. 2 to the Development Agreement. Pursuant to Section 5.4.4 of the Development Agreement, in the event the Owners elect to proceed with the development of Phase 2, they must apply for all Phase 2 Project Approvals simultaneously.

Attachment 1 identifies a list of activities the Owner believes demonstrates its good faith compliance with the terms of the Development Agreement. The information submitted by the Owner in Attachment 1 provides the City Council with sufficient information to determine that the Owner has complied with the terms and conditions of the Development Agreement for this review period. All improvements provided to date are considered part of Phase 1 under the Development Agreement

Oakbrook DA Annual Report for 2019

July 14, 2020

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ATTACHMENTS:

- Laguna Hills Investment Company Development Agreement Compliance Letter



Attachment #1



Real Estate Investment Builders • Developers

July 2, 2020

David Chantarangsu
Community Development Director
City of Laguna Hills
24035 El Toro Road
Laguna Hills, Ca 92653

Re: Development Agreement for Oakbrook Village Shopping Center Mixed-Use Project dated December 28, 2012 ("Development Agreement")

Dear David:

Pursuant to Section 18.2 of the Development Agreement, Laguna Hills Investment Company hereby submits the following summary (attached hereto) of our development activities during the calendar year, 2019, constituting good faith compliance with the terms of the Development Agreement, First Amendment to the Development Agreement and Second Amendment to the Development Agreement and Site Development Permit/Master Sign Program Amendment 8-17-965 Approved by Resolution PA2018-04-10-1 on April 10, 2018.

Please let me know if you have any questions or need any further information.

Sincerely

A handwritten signature in black ink, appearing to read 'Matt Frederickson'.

Matt Frederickson
Sr. Property Manager

Cc: Andrew S. Doughtie, Fritz Duda Company
Jon Loper, Palmtree Communities
Jay Wu, Senior Planner

2801 Woodside Street • Dallas, TX 75204 • 972.616.8777 • Fax 972.991.5184
3425 Via Lido • Suite 250 • Newport Beach, CA 92663 • 949.723.7100 • Fax 949.723.1141
4785 Caughlin Parkway • Reno, NV 89519 • 775.332.8251 • Fax 775.827.2185
www.fritzduda.com

Attachment: Laguna Hills Investment Company Development Agreement Compliance Letter (2175 : Oakbrook DA Annual Report for 2019)

**Summary of Owner Compliance with the Terms and Conditions of the Development Agreement, Dated December 28, 2012, By
and Between the**

City of Laguna Hills ("City") and Laguna Hills Investment Company ("Owner")

June 29, 2020 (for full calendar year, 2019)

Phase 1 and Phase 1 Public Improvements

Description of Scope per Paragraphs 1.23

and 1.25 of Development Agreement

Paragraph 1.23 (Phase 1)

- (i) Demolition of 82,730sf of existing retail space
- (ii) Construction of Deferred Retail Pads plus 9,000sf

- (iii) Renovation of all retail building facades except D&E

- (iv) Construction of 289 multi-family residential units

- (v) Construction of Phase 1 Public Improvements

Paragraph 1.25 (Phase 1 Public Improvements)

- (i) Construction of 17,000sf Village Green
- (ii) Construction of east-west pedestrian paseo

Description of Compliance Activity

Completed in July, 2014.

Completed. Developer submitted and City approved subsequent development plans for Buildings "a1" and "A2" as depicted on Exhibit E of the Second Amendment to the Development Agreement. Approved by Resolution PA2018-04-10-1 April 10, 2018, Buildings "A1" and "A2" were completed in June of 2019 and satisfy all requirements of Section 1.23 (Phase 1) (ii) of the Development Agreement. The satisfaction of this section of the Development Agreement in no way limits the future construction of a building of Building F noted as a Deferred Retail Pad on Exhibit E of Amendment Number 2 to the Development Agreement.

Building B exterior façade remodel completed July, 2014. Building H (Trader Joe's) exterior façade remodel completed on December 21, 2015. Buildings A, C, P and Q façade remodel completed in November 2016 as required under the Second Amendment to the Development Agreement dated April 22, 2016. All building under section 1.23 Phase 1 (iii) have now been completed.

Completed November 2016. CofO granted by the city of Laguna Hills on December 12, 2016

(See below).

Description of Compliance Activity

Completed November 2016

Completed December 21, 2015

(iii) Construction of north-south pedestrian paseo	Completed in November of 2016 along with the completion of the required improvements for Building A, C, P and Q under the 2nd Amendment to the Development Agreement.
(iv) Construction of hillside pedestrian paseo	Deferred under Amendment #2 to the Development Agreement.
(v) Construction of a north P/L pedestrian trail	Pursuant to Amendment #2 to the Development Agreement the P/L Pedestrian Trail has been modified for the benefit of a joint landscape enhancement plan between LHIC and Mall ownership.
(vi) Construction of two parking lot paseos	Complete December 21, 2015. Modified and completed as part of the Section 1.23(ii) Deferred Retail Pads; Completed June of 2019. The new "east-west paseo" has been split into two pieces (Paseo 2A and Paseo 2B) Paseo 2A was completed in June of 2019 and satisfies all requirements under the Development Agreement. If/when Phase II Apartments commence construction, Paseo 2B will be required to be completed concurrently.
(vii) Construction of bldg. pedestrian connections	Completed. Contained in Phase 1 multi-family and retail redevelopment
(viii) Installation of traffic signal on Carlota	Completed.
(ix) Dedication of public ROW for Carlota	Completed.
(x) Construction of various storm drain items	Completed.
(xi) Installation of debris grates at catch basins	Completed.
(xii) Realignment of OBV driveway by Lone Star	Completed.
(xiii) Construction of ADA curb ramps along Carlota	Completed.
(xiv) Construction of misc. public improvements required per Existing Land Use Regulations and conditions of approval to the Existing Development Approvals	Completed.
Phase 2	Pending



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: July 14, 2020

TO: Mayor and Council Members

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

ISSUE: Professional Services Agreements for On-Call Soils Engineering, Geotechnical Engineering and Support Services

RECOMMENDATION: That the City Council approve the proposed Professional Services Agreements for On-Call Soils Engineering, Geotechnical Engineering and Support Services with: (1) Group Delta Consultants, Inc.; (2) Harrington Geotechnical Engineering, Inc.; and (3) Ninyo & Moore Geotechnical and Environmental Sciences Consultants, Inc., and authorize the Mayor to execute the Agreements.

SUMMARY:

The City's staffing model requires reliance upon professional on-call consultant services for technical support of a variety of operations work and responsibilities for capital improvement project implementation in the areas of soils engineering, geotechnical engineering and 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 pending expiration of existing agreements with engineering firms that have provided professional on-call consulting services to the City, staff issued a Request for Proposals (RFP) on March 16, 2020, for On-call Soils Engineering, Geotechnical Engineering and Support Services. On April 16, 2020, 17 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 six qualified firms for video conference interviews, which were held on April 30, 2020. As a result of this formal qualifications selection process in conformance with applicable provisions of the Laguna Hills Municipal Code, it is recommended that on-call Professional Services

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Agreements (PSAs) be awarded and entered into with the following three qualified firms: (1) Group Delta Consultants, Inc.; (2) Harrington Geotechnical Engineering, Inc.; and (3) Ninyo and Moore Geotechnical and Environmental Sciences Consultants, Inc. The proposed PSAs are set up for an initial five-year term and are non-exclusive agreements which allows the City maximum flexibility for requesting services from other firms 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 support including in the areas of Soils Engineering, Geotechnical Engineering and other 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. Due to the scheduled expiration (June 30, 2020) of existing agreements with professional soils and geotechnical engineering consulting firms, staff issued a Request for Proposals (RFP) on March 16, 2020, for On-call Soils Engineering, Geotechnical Engineering and Support Services. The Scope of Services requested of the professional consultants in this RFP included the following:

1. Soils Engineering Services

- a) Provide a State of California registered Professional Engineer to provide project oversight, project management and project reports.
- b) Respond to City requests to perform preliminary site investigations in support of City Capital Improvement Project designs, typically related to pavement structural section recommendations. Investigations to include borings and evaluations of soil parameters, with use of a City provided traffic index, to provide pavement structural section recommendations. Provide traffic control as needed to accomplish this task for work on Arterial Highways and in high traffic conditions.
- c) Provide certified staff to inspect materials provided to City projects, both at the production plant and at the project site, from local asphalt and concrete plants. Acquire grab samples, perform required and recommended testing and evaluate compliance with specifications. Recommend changes to material procurement to comply with specifications.
- d) All work shall be in conformance with Caltrans and/or ASTM standards, as

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applicable, good engineering practices and City specifications.

- e) Provide certified field staff to perform in-situ material testing and compaction testing for City projects.
- f) Provide field reports of testing results and written reports of final materials results. Coordinate with City inspector.
- g) Provide a fully equipped and certified materials testing laboratory.
- h) Transport field samples to the testing laboratory and perform required evaluations. Report on the results.
- i) Annually, and as needed, re-certify the laboratory instruments and provide copies of State certifications of laboratory technicians.
- j) Provide a Quality Assurance Plan meeting Caltrans and FHWA standards and annually update the City's internal Quality Assurance Plan.

2. Geotechnical Engineering Services

- a) Have available a Certified Engineering Geologist for grading project reviews and field investigations.
- b) Be available to respond to emergency situations involving subsidence or landslide in the community. As directed, evaluate these conditions and recommend both emergency and long-term response to address short-term safety issues and final solutions to the field conditions, including but not limited to, slope stability analysis.
- c) As requested, provide geotechnical designs for City building or structure construction, if any, and for geotechnical stability issues.
- d) Review and plan check private development soils engineering/geotechnical engineering reports for compliance with regulations and good engineering practices.
- e) Be available to present report results to the City Council.

On April 16, 2020, 17 firms submitted Proposals, along with Fee Schedules in separate sealed envelopes, for the City's review and evaluation. Staff evaluated these proposals and invited four qualified firms for video conference interviews, which were held on April 30, 2020.

Pursuant to Laguna Hills Municipal Code (LHMC) Section 3-08.150 (Professional services

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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. Results of the Interview.

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The Staff evaluation of the proposals and the interviews results in a recommendation that the City enter into PSAs with three qualified firms. Having three firms on-call to provide as-needed on-call consulting services allows the City many options for short term 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 qualifications based selection process described above, it is recommended that the City enter into the attached PSAs with the following firms: (1) Group Delta Consultants, Inc.; (2) Harrington Geotechnical Engineering, Inc.; and (3) Ninyo and Moore Geotechnical and Environmental Sciences Consultants, Inc.

FISCAL IMPACT:

The use of professional consultant services for On-Call Soils Engineering, Geotechnical Engineering and Support Services is included in the annual Public Services Department Operating Budget as well as 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, as well as total maximum compensation values, for the initial five-year term of the PSAs, as further described herein. By entering into multiple on-call PSAs for as needed on-call services, the City is neither obligating itself nor guaranteeing any compensation to the selected professional consultants. The proposed PSA with each firm establishes an annual maximum compensation value of \$100,000 with a five-year term maximum compensation value of \$500,000.

ATTACHMENTS:

- Proposed Agreement with Group Delta Consultants, Inc.
- Proposed Agreement with Harrington Geotechnical Engineering, Inc.
- Proposed Agreement with Ninyo & Moore Geotechnical and Environmental Sciences Consultants, Inc.

PROFESSIONAL SERVICES AGREEMENT
Group Delta Consultants, Inc.
On-Call Geotechnical Engineering Consulting Services

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter "Agreement") is made and entered into, to be effective this 14th day of July 2020 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 GROUP DELTA CONSULTANTS, 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 geotechnical engineering firm to provide the City with professional geotechnical engineering consulting services on an as-needed, on-call basis (the "Project").

B. In response to City's Request for Proposals, dated March 16, 2020, Consultant has submitted to City a proposal, dated April 16, 2020, to provide professional geotechnical engineering consulting services on an as-needed, on-call basis to City for the Project pursuant to the terms of this Agreement.

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

D. City desires to retain Consultant to provide such professional 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 professional on-call geotechnical engineering consulting services to City for the Project as set forth in the Consultant's Proposal/Scope of Work, dated April 16, 2020, 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 April 16, 2020 (“Consultant’s Proposal”) and submitted to City, which shall both be 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 the Consultant's Proposal/Scope of Services (Exhibit "A") or make changes by altering, adding to, or deducting from such Work. No such extra work may be undertaken unless a written order is first given by the City to the Consultant, incorporating therein any adjustment in (i) the Annual Maximum Contract Amount, as defined below, and/or (ii) the time to perform this Agreement, which adjustments are subject to the written approval of the Consultant. It is expressly understood by Consultant that the provisions of this section shall not apply to the Work and Services specifically set forth in the Scope of Services or reasonably contemplated therein, regardless of whether the time or materials required to complete any Work or Service identified in the Scope of Services exceeds any time or material amounts or estimates provided therein.

1.9 Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other contractors, consultants, or vendors for services similar to the services that

are the subject of this Agreement. Consultant further acknowledges that City may have its own employees perform services similar to the services that are the subject of this Agreement.

2. COMPENSATION

2.1 Maximum Contract Amount. For the Services and Work rendered pursuant to this Agreement, Consultant shall be compensated by City for the services performed, including authorized reimbursements, on a time and materials basis in accordance with the professional hourly rates and charges as set forth in the Schedule of Compensation/Fees, which is attached hereto collectively as Exhibit "A" and is incorporated herein by reference, but not exceeding the annual maximum contract amount of One Hundred Thousand Dollars (\$100,000.00) (hereinafter referred to as the "Annual Maximum Contract Amount"). The method of compensation shall be as set forth in Exhibit "A". Compensation for necessary expenditures for reproduction costs, telephone expenses, and transportation expenses must be approved in advance by the Contract Officer designated pursuant to Section 4.2 and will only be approved if such expenses are also specified in the Schedule of Compensation/Fees. The maximum amount of City's payment obligation under this Agreement is the amount specified in this section.

2.2. Method of Payment. Unless some other method of payment is specified in the Schedule of Compensation/Fees (Exhibit "A"), in any month in which Consultant wishes to receive payment, no later than the tenth (10th) working day of such month, Consultant shall submit to the City, in a form approved by the City's Finance Director, an invoice for services rendered prior to the date of the invoice. Such requests shall be based upon the amount and value of the services performed by Consultant and accompanied by such reporting data including an itemized breakdown of all costs incurred and tasks performed during the period covered by the invoice, as may be required by the City. City shall use reasonable efforts to make payments to Consultant within forty-five (45) days after receipt of the invoice or a soon thereafter as is reasonably practical.

2.3 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 July 14, 2020 through July 13, 2022). Thereafter, Consultant may submit a request to adjust its fees, rates, and/or unit prices once per year during the remainder of the term of the Agreement as provided for herein. However, approval of any request to adjust Consultant's fees, rates, and/or unit prices as set forth herein shall be made at the sole discretion of the City Manager, in writing, and is subject to the City's approved budget. Such fee, rate, and/or unit pricing adjustment(s), if any, shall not exceed the value of the change in the Consumer Price Index for the Los Angeles/Orange County area for the preceding one year as published for the month of April of any given year. In no event shall any adjustment of any fee, rate, and/or unit pricing as authorized by this section exceed five percent (5%) per year regardless of CPI or any other cost factors.

2.4 Changes in Scope. In the event any change or changes in the Scope of Services is requested by the City, the Parties shall execute a written amendment to this Agreement, setting forth with particularity all terms of such amendment, including, but not limited to, any additional professional fees. An amendment may be entered into: (a) to provide for revisions or

modifications to documents or other work product or work when documents or other work product or work is required by the enactment or revision of law subsequent to the preparation of any documents, other work product, or work; and/or (b) to provide for additional services not included in this Agreement or not customarily furnished in accordance with generally accepted practice in Consultant's profession.

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

3. SCHEDULE OF PERFORMANCE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement. The time for completion of the services to be performed by Consultant is an essential condition of this Agreement. Consultant shall prosecute regularly and diligently the Work of this Agreement according to the agreed upon Schedule of Performance.

3.2 Schedule of Performance. Consultant shall commence the Services pursuant to this Agreement upon receipt of a written notice to proceed, or on each task order, if applicable, and shall perform all Services within the time period(s) established in the Schedule of Performance, which is attached hereto as Exhibit "A" and is incorporated herein by reference. When requested by Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer; however, the City shall not be obligated to grant such an extension.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the Services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant (financial inability excepted), including, but not limited to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, pandemics, quarantine restrictions, riots, strikes, freight embargoes, wars, and/or acts of any governmental agency, including the City, if Consultant, within ten (10) days of the commencement of such delay, notifies the City Manager in writing of the causes of the delay. The City Manager shall ascertain the facts and the extent of delay, and extend the time for performing the Services for the period of the enforced delay when and if in the judgment of the City Manager such delay is justified. The City Manager's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this section.

3.4 Term. Unless earlier terminated as provided elsewhere in this Agreement, this Agreement shall commence upon the effective date of this Agreement and shall continue in full force and effect for a period of five (5) years, commencing on July 14, 2020 and ending on July 13, 2025 ("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 project task order by the City. Furthermore, Consultant hereby agrees and acknowledges that execution of this Agreement by the City does not in any way guarantee that a task order will be issued to Consultant. Moreover, execution of this Agreement by the City shall not entitle Consultant to any form of payment or compensation from the City without City first having issued a project task order.

4. COORDINATION OF WORK

4.1 Representative of Consultant. The following principal of Consultant is hereby designated as being the principal and representative of Consultant authorized to act in its behalf with respect to the Services to be performed under this Agreement and to make all decisions in connection therewith: **Shah Ghanbari, P.E., Principal-In-Charge**. It is expressly understood that the experience, knowledge, education, capability, expertise, and reputation of the foregoing principal is a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principal shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the Work or Services performed hereunder. The foregoing principal may not be changed by Consultant without prior written approval of the Contract Officer.

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

4.3 Prohibition Against Subcontracting or Assignments. The experience, knowledge, capability, expertise, and reputation of Consultant, its principals and employees, were a substantial inducement for City to enter into this Agreement. Therefore, Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, voluntarily or by operation of law, without the prior written consent of City. Consultant shall not contract with any other entity to perform the Services required without prior written consent of City. If Consultant is permitted to subcontract any part of this Agreement by City, Consultant shall be responsible to City for the acts and omissions of its subcontractor(s) in the same manner as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationships between any subcontractor and City. All persons engaged in the Work will be considered employees of Consultant. City will deal directly with and will make all payments to Consultant. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written consent of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership

and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release Consultant or any surety of Consultant from any liability hereunder without the express written consent of City.

4.4 Independent Contractor.

A. The legal relationship between the Parties is that of an independent contractor, and nothing herein shall be deemed to make Consultant a City employee. During the performance of this Agreement, Consultant and its officers, employees, and agents shall act in an independent capacity and shall not act as City officers or employees. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. The personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officials, officers, employees, agents or volunteers shall have control over the conduct of Consultant or any of its officers, employees, or agents, except as set forth in this Agreement. Consultant, its officers, employees or agents, shall not maintain a permanent office or fixed business location at City's offices. City shall have no voice in the selection, discharge, supervision, or control of Consultant's officers, employees, representatives or agents or in fixing their number, compensation, or hours of service. Consultant shall pay all wages, salaries, and other amounts due its employees in connection with the performance of Services under this Agreement 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: Group Delta Consultants, Inc.
 Attention: Shah Ghanbari, President
 32 Mauchly, Suite B
 Irvine, California 92618
 Telephone: (949) 450-2100

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

 JANINE HEFT,
 Mayor

ATTEST:

(SEAL)

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

APPROVED AS TO FORM:

 GREGORY E. SIMONIAN,
 City Attorney

"CONSULTANT"
Group Delta Consultants, Inc., a
 California corporation

By: 

 SHAH GHANBARI, President

By: 

 NIKHILA SRIRANGPATNA,
 Chief Financial Officer

Attachment: Proposed Agreement with Group Delta Consultants, Inc. (2143 : Agreement for On-Call Geotechnical Services)

EXHIBIT “A”

CONSULTANT’S PROPOSAL/ SCOPE OF WORK
FOR
ON-CALL GEOTECHNICAL ENGINEERING CONSULTING SERVICES
DATED: APRIL 16, 2020

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



APRIL 16, 2020

PROPOSAL TO PROVIDE ON-CALL SOILS ENGINEERING, GEOTECHNICAL ENGINEERING AND SUPPORT SERVICES **FOR THE CITY OF LAGUNA HILLS**



GROUP DELTA



GROUP DELTA

Kenneth Rosenfield, Assistant City Manager/Public Services Director
24035 El Toro Road
Laguna Hills, California 92653

April 16, 2020
Group Delta Proposal No. IR20-019

Subject: City of Laguna Hills On-Call Soils Engineering, Geotechnical Engineering and Support Services

Dear Mr. Rosenfield,

Group Delta Consultants, Inc. (Group Delta) is pleased to present our qualifications to provide geotechnical engineering and support services to the City of Laguna Hills. Established in 1986 as a California Corporation, Group Delta is a full-service firm providing geotechnical engineering, environmental engineering, materials testing and inspection services, geology, seismic analysis, and forensic services to public sectors throughout the state. Based on your RFP, we are well qualified to provide the geotechnical engineering services required, and have the following strengths:

We Are Exceptionally Experienced with Public Works: During the past 30 years, most of our services have involved public works projects that have included roads, pavements, storm drains, sewers, water transmission and storage facilities, wastewater facilities, schools, public buildings, bridges, airfields, port facilities, landslides and emergency response/forensic projects. Group Delta's professionals have also performed geotechnical investigations and environmental services for numerous projects for surrounding municipalities with similar geotechnical conditions. Group Delta has established a record of completing projects on schedule and within budget for major clients in the public sector including City of Newport Beach, City of Irvine, City of Garden Grove, City of Huntington Beach, City of Santa Monica, MTA, Caltrans, OCTA, SANBAG, RCTC, and other local cities/agencies. Therefore, we understand their requirements pertaining to geotechnical services and have established excellent working relationships.

We Know On-Call Contracts: We have provided similar services as an on-call consultant for geotechnical engineering services and understand the City's needs and process. We have current on-call contracts with numerous cities throughout Southern California. We have provided a full listing of these clients in our Section B (Company Data) of our SOQ. We have also highlighted a few them in our references.

We Have an Available Team of Experts: We have selected a project team with the local experience and capabilities to meet your needs for the range of projects anticipated by the City. Our Project Manager, Michael Givens, PhD, PE, GE, PG, will be the main point of contact and has more than 15 years of experience managing various projects and on-call contracts. He is supported by a highly experienced resource pool of staff, including other certified geotechnical engineers and geologists.

We Are Local: All work for the City of Laguna Hills will be managed out of our Irvine office, within 4.5 miles and only an 8-minute drive of the City offices. All staff presented on our proposed team are local and will be available to the City at a moment's notice.

Thank you for the opportunity to submit this proposal for consideration.

Sincerely,
Group Delta Consultants, Inc.

Michael Givens, PhD, PE, GE, PG | Orange County Area Geotechnical Manager/Associate Engineer



Firm Overview

With more than 34 years of experience, the firm has five offices in California with locations in Irvine, Anaheim, Torrance, Ontario, and San Diego, as well as accredited laboratories in Anaheim and San Diego. Group Delta currently employs a staff of 102 consisting of civil engineers, geotechnical engineers, environmental engineers, engineering geologists, scientists, laboratory and field technicians, deputy grading inspectors, deputy construction inspectors, drafting and CAD.

The firm maintains a group of qualified DBE/DVBE subconsultants that we have collaborated with on projects, providing drilling and specialized laboratory testing, waste disposal and traffic control which we will use, as required, to meet the specific drilling, cone penetration testing, geophysical testing, specialized laboratory testing, and waste goals of all projects for the City of Laguna hills.

We offer a broad range of services that include geotechnical feasibility study, geotechnical field investigation relating to soils, grading, slopes, hydrogeology, in-situ testing, foundation design, environmental engineering and analysis, construction monitoring and materials testing, ground improvement and design, slope stability investigation and analyses, preparation of plans and specifications, instrumentation, seismic studies and earthquake engineering. Below we have included the required Company Data, per the RFP:

GROUP DELTA CONSULTANTS, INC. COMPANY DATA

1. Official Name & Address	Group Delta Consultants, Inc. 32 Mauchly, Suite B, Irvine, California 92618
2. Primary Point of Contact	Michael Givens, PhD, PE, GE, PG, Associate Engineer Phone: (949) 450-2100 Email: MichaelG@GroupDelta.com (Same address as above)
3. Entity Type	California Corporation
4. Federal Employer ID Number	33-0174114
5. Branch Locations Contact	Email contact for all offices: ShahG@GroupDelta.com Irvine Office: 32 Mauchly, Suite B, Irvine, CA 92618 (949) 450-2100 Anaheim Office: 1320 S. Simpson Circle, Anaheim, CA 92806 (714) 660-7500 San Diego Office: 9245 Activity Road, Suite 103, San Diego, CA 92126 (858) 536-1000 Torrance Office: 370 Amapola, Suite 212, Torrance, CA 90501 (310) 320-5100 Ontario Office: 1035 S. Milliken Avenue, Suite G, Ontario, CA 91761 (909) 295-5552
6. Ownership Statement	Group Delta Consultants, Inc. is not owned by another business organization or individual.
7. Years in Business	34

GROUP DELTA CONSULTANTS, INC. COMPANY DATA	
8. Years of Experience in Providing Services	34
9. Comparable Contracts Within Last Five Years	See following page for table.
10. Failures or Refusals to Complete a Contract	Group Delta does not have any failures or refusals to complete a contract.
11. Owners	Group Delta is owned by three individuals: • Shah Ghanbari, President • Michael Reader, CEO • Kul Bhushan, President Emeritus
12. Financial Interests in other Lines of Business	Group Delta has a union subsidiary company named LKR.
13. Litigation History	Below we have included our litigation information. None of the below will affect our ability to provide services for this contract. 1. Group Delta has been named as Cross-Defendants in a lawsuit between Turner Construction Company vs. City of Anaheim & STV Construction for the Anaheim Convention Center project. Group Delta was a second-tier subcontractor to STV providing construction inspection services on this project. The case is ongoing, pending resolution between Turner Construction and City of Anaheim. It is our understanding that we have been named as cross-defendants because we are one of the sub-contractors on the project. This lawsuit will not affect our performance or completion of work proposed in the SOQ. Case Number: 30-2017-00956538-CU-BC-CJC. Jurisdiction: Orange County. 2. Group Delta was named as a Cross-Defendants in a lawsuit between Taylor Morrison of California LLC vs. Rancho Cielo Estates Ltd. This case relates to three homes that were built in Rancho Cielo Estates. Group Delta provided Geotechnical observation and testing services for Rancho Cielo on this project. This lawsuit has been settled between all the parties in 2019, and the matter is now closed. Case Number: 37-2017-00032350-CU-BC-NC. Jurisdiction: San Diego County. 3. Group Delta filed a lawsuit against Jacobs Engineering Group Inc. for the California High Speed Rail Construction Package 2-3 project due to non-payment of change orders. Group Delta provided geotechnical engineering consulting services for Jacobs Engineering on this project. The case is currently in arbitration pending resolution. This lawsuit will not affect our performance or completion of work proposed in the SOQ. Case Number: AAA 01-18-0002-0906. Jurisdiction: Orange County.
14. Termination of Contract "For Cause" History	Group Delta has had no history of terminations of contracts "for cause".

9. Comparable Contracts Within Past Five Years

Below is a listing of all comparable contracts Group Delta has entered into during the last five (5) years:

CLIENT/AGENCY NAME	YEARS	SIZE	SCOPE OF WORK & PROJECT DESCRIPTION	C O N T R A C T N O T T O E X C E E D A M O U N T
Alta Environmental, LP	2019	Varies	On-Call As needed Environmental	N/A
Antelope Valley Community College District	2016-2021	Varies	On-Call Materials Testing & Inspection	N/A
Chubb Global Risk Advisors	2019-2024	Varies	On-Call Health, Safety	N/A
City of Anaheim	2018-2020	Varies	On-Call Testing and Inspection	NTE \$1m
City of Bakersfield	2016-2020	Varies	On-Call Asbestos and Hazmat	N/A
City of Carlsbad	2018-2021	Varies	On-Call Geotechnical	NTE \$125,000
City of Garden Grove	2011-2020	Varies	On-Call Geotechnical Services	NTE \$400,000
City of Irvine	2019-2022	Varies	On Call Geotechnical, Engineering Geology, and Materials Testing Consultant Services	N/A
City of Ontario	2018-2020	Varies	On-Call Materials Testing and Geotechnical Engineering	NTE \$20,000
City of Santa Monica	2019	Varies		N/A
County of Yolo	2017-2020	Varies	On-Call Environmental Hazmat consulting	NTE \$3m
County of San Bernardino	2016-2018	Varies	On-Call Testing, Geotechnical, and Geological Services	NTE \$100,000
Delta Airlines	2017	Varies	On-Call Consulting and Abatement Monitoring	NTE \$279,200
ECORP Consulting	2017	Varies	On-Call Environmental Consulting Services	N/A
El Rancho Unified School District	2018-2021	Varies	On-Call Industrial Hygiene Consulting Services	N/A
Enviornova	2017	Varies	On-Call Environmental Consulting	N/A
GCCCD Grossmont-Cuyamaca Community College District	2015-2020	Varies	On-Call Geotechnical Investigation Services	N/A
Google LLC	2015-2020	Varies	On-Call Environmental Consulting Services	N/A
Grossmont Union High School District	2014-2020	Varies	On-Call Hazardous Materials Testing	NTE \$300,000
City of Huntington Beach	2017-2021	Varies	On-call As-Needed	NTE \$150,000
Los Angeles Unified School District	2015-2020	Varies	On-Call Geotechnical Engineering, Materials Testing and Special Inspection	NTE \$4m/\$1.7m
City of Long Beach	2017-2020	Varies	On-Call Materials Testing and Inspection	NTE \$4m
Meritage Homes of California, Inc.	2018	Varies	On-Call Geotechnical Services, Materials Testing & Inspection, and Environmental	N/A

9. Comparable Contracts Within Past Five Years (cont.)

CLIENT/AGENCY NAME	YEARS	SIZE	SCOPE OF WORK & PROJECT DESCRIPTION	C O N T R A C T N O T T O E X C E E D A M O U N T
MLC Holdings, LLC	2015	Varies	On-Call Geotechnical and Environmental Services	N/A
NBC Universal	2014	Varies	On-Call, Services outlined on a proposal basis	N/A
City of Newport Beach	2018-2021	Varies	On-Call Geotechnical and Materials Testing	NTE \$300,000
Overland, Pacific, & Cutler, Inc..	2017-2021	Varies	On-Call Environmental Services	N/A
Panattoni Development Company, Inc.	2020	Varies	On-Call Geotechnical and Environmental Services	N/A
San Mateo-Foster City School District	2018	Varies	On-Call Environmental, geotechnical, laboratory services, including field inspection and testing	NTE \$21,800
San Diego County Regional Airport Authority	2017-2021	Varies	On-Call Materials Testing, Special Inspection, and Geotechnical Engineering consulting services	NTE \$3.5m
San Diego State University	2019-2020	Varies	Consulting Engineering, Geotechnical, Soils and Materials Testing	NTE \$400,000
Sundt Construction, Inc./SDCRAA	2018-2020	Varies	On-Call Geotechnical Services, Materials Testing & Inspection	N/A
T.Y.Lin International/SANDAG	2017	Varies	On Call Geotechnical Engineering	N/A
West Yost Associates	2016	Varies	On Call Geotechnical Engineering	N/A

Expertise in Related Services

Group Delta staff has local experience in all phases of geotechnical engineering, engineering geology, seismic, hazardous materials services and earthquake engineering, soil and material testing on public works projects. We also have two local in-house materials testing laboratories that are Caltrans certified.

Project Manager & Team Experience

As demonstrated in the Organizational Chart in the following section, our proposed Project Manager and Main Point-of-Contact is Michael Givens, PhD, PE, GE, PG. Dr. Givens is a California Registered Professional Engineer (Civil), Geotechnical Engineering, and Professional Geologist with over 15 years of experience. Dr. Givens has provided services for On-Call/As-Needed, Design-Bid-Build, Design-Build, Progressive Design Build, and other delivery projects and has developed a reputation for providing proactive and collaborative consulting services to meet clients’ needs.

We have selected a group of highly experienced personnel for this contract, which can be seen in the Organization Chart in the Qualifications section. In the Appendix, resumes for each team member are provided, highlighting their individual relevant experience and expertise.



Subconsultants

We have selected subconsultants to enhance our internal team’s capabilities and provide the City with a holistic, full-service group that can support any tasks that arise from this on-call contract. Below we’ve provided a brief overview of select subconsultants. We will solicit multiple bids for any given subconsultant task to meet commercial and schedule objectives of the City.

A Cone Zone, Inc. (ACZ) [WBE/DBE/SB Certified]

ACZ will be providing **traffic control services**. ACZ is a WBE/DBE/SB company specializing in traffic control services, rental and sale product for roads, highways, special events and public facilities. ACZ was established in June 2003 and incorporated in June of 2004. They offer full services from

traffic plans, signage, sales and/or rental of equipment, as well as certified flagging personnel. We have experience in moving operations, especially those required for potholing and geophysical surveying.

American Integrated Services (AIS)

AIS will be providing **waste hauling/drum disposal services**. Founded in 1998, AIS has established itself as an industry leader in providing turnkey environmental construction services. As a full service, minority owned company, AIS’s wide range of capabilities include environmental construction, remediation, abatement, demolition, asset recovery, specialty transportation, industrial services, emergency response and waste management.

Headquartered in Wilmington, California, with six locations strategically located throughout California, AIS is poised and well positioned to provide support and solutions on any environmental challenge regardless of project scope or location.

AIS’ staff of over 350 full-time employees includes a full spectrum of engineers, geologists, scientists, as well as experts in the fields of environmental construction, demolition, industrial cleaning, decontamination and remediation. AIS employs a large field staff including hazardous waste certified drivers, construction and demolition specialists, emergency response personnel, confined space and rescue crews, heavy equipment operators and environmental technicians. Additionally, their in-house waste management specialists have extensive experience managing a variety of waste streams including both solid and liquid, non-hazardous, regulated wastes, RCRA hazardous land-banned/incinerator materials and TSCA wastes.

AIS properly maintains a diverse fleet of construction and specialized equipment valued at over \$30M. Their fleet includes heavy yellow iron equipment including excavators, loaders, dozers, backhoes, bob cats, shoring hammers and scissor lifts. AIS specialized equipment is comprised of hazardous certified transportation vehicles, including vacuum trucks, roll-off trucks, bob-tails, ten wheelers, drum trucks, flat beds, end dumps, emergency response vehicles and trailers, gear trucks and multiple supervisor and support vehicles and over 250 hazardous certified, specialized roll- off bins. Their ability to utilize AIS owned equipment on the majority of their projects allows AIS to perform and complete most projects with minimal support from subcontractors or vendors and affords us the confidence in knowing all equipment is properly maintained and in compliance with local and federal requirements.

Martini Drilling Corporation (MDC) [SBE/MBE/DBE Certified]

MDC will be providing **drilling services**. MDC has been providing their drilling services as part of Group Delta’s team for more than four years. They are committing their drilling

crews to support Group Delta for the duration of this contract. MDC has been an integral part of the infrastructure growth in Southern California for over 12 years. Their core business is environmental and geotechnical drilling, and has been providing “on-call” and project-based Drilling services to municipal and private clients throughout Southern California for years. They have current equipment permits to operate up to 3 Hollow Stem Auger Drilling Crews and 1 Geoprobe or AirVac crews simultaneously.

MDC is a registered Small Business Enterprise (SBE) with the State of California, General Services Division. Their OSDS Number is 13214. Also Cert MBE, DBE & Supplier Clearing House.

Kehoe Testing & Engineering, Inc. (KTE) Kehoe will be providing *CPT services*. KTE specializes in direct push sampling & Cone Penetration Testing (CPT) for environmental & geotechnical projects. Direct push sampling is a relatively fast & economical method for collecting samples (soil, groundwater, vapor) without generating soil cuttings unlike conventional hollow stem auger drilling. KTE has performed direct push sampling and CPT on numerous sites throughout California since 1998.

Southwest Geophysics, Inc. (SG) [SBE Certified]

SG will be providing *geophysical services*. SG is a small business enterprise (SBE), established to provide a broad

range of geophysical services to clients in the governmental (federal, state, and local), commercial and private sectors. The firm is owned and operated by Professional Geophysicists and Geologists who have over 40 years of combined experience providing geophysical consulting and surveying services. In addition, the staff have backgrounds in the geotechnical, environmental, and construction fields which often provides them with a first hand understanding of the client’s needs and potential project challenges.

SG personnel have successfully completed numerous projects for government and private industry clients including County of Los Angeles, Caltrans, State of California Department of General Services, Port of Los Angeles, Port of Long Beach, Port of San Diego, City of San Diego, U.S. Navy Southwest Division, U.S. Army Corps of Engineers, U.S. EPA, Department of Defense, and many other governmental agencies as well as private clients.

SG personnel are highly qualified and experienced, and possess working knowledge of the required documents and standards. They are degreed and licensed in their specific disciplines and bring a wealth of experience and diversity to any project. Licenses and certifications include registered California Professional Geophysicist (PGp), California Certified Engineering Geologist (CEG), California Professional Geologist (PG), and Arizona Registered Geologist (RG).

Specialty Area Strengths

Group Delta prides itself in the value engineering it provides to its clients and has saved our clients more than \$25 million as shown in the table below.

GROUP DELTA SUMMARY OF VALUE ENGINEERING PROJECTS			
PROJECT NAME	LOCATION	CLIENT	SAVINGS
Hyatt Regency Grand Coast Resort	Huntington Beach	Robert Mayer Corp. Newport Beach	\$1,000,000
Double Tree Hotel	Irvine	Bush Company	\$240,000
Westminster Intergenerational Housing	Westminster	The Related Companies	\$600,000
Westminster Water Tanks	Westminster	Montgomery Watson Harza	\$450,000
American Eagle Ramp	LAX	Stanhope	\$1,140,000
Haynes Generating Station Repowering	Long Beach	Kiewit Industrial	\$3,000,000
LAXT Berth 301	Port of Los Angeles	Parsons	\$1,000,000
New Dock Street & Henry Ford Grade	Port of Los Angeles	URS	\$600,000
Bryte Bend Water Treatment Plant	West Sacramento	Shimmick Construction	\$1,000,000
Sheetpile Wall Study	Santa Maria	UNOCAL	\$50,000
Playa Vista 10 Condominium Projects	Playa Vista	Playa Capital & Various Developers	\$2,000,000
Navy Fuel Tanks – NAS North Island	San Diego	Layne GeoConstruction	\$150,000
27405 Puerta Real Building	Mission Viejo	The Colton Company	\$750,000
Maxine Waters Employment	Los Angeles	Los Angeles Unified School District	\$500,000

GROUP DELTA SUMMARY OF VALUE ENGINEERING PROJECTS

PROJECT NAME	LOCATION	CLIENT	SAVINGS
Mission Valley East Light Rail	San Diego	Mission Valley Designers	\$750,000
Sacramento Railyards	Sacramento	Granite Construction	\$250,000
Pleasant Grove Bridge	Sutter County	Sutter County	\$150,000
West El Camino Bridge	Sacramento County	County of Sacramento	\$450,000
Morrison Creek Floodwall	Sacramento	Sacramento Army Corps of Engineers /Four M Construction	\$300,000
Main Avenue Bridge	Sacramento	City of Sacramento	\$100,000
Hamaca Crude Upgrader	Venezuela	Fluor	\$10,000,000
Silicon Valley Rapid Transit	San Jose	HMM/Bechtel	<\$500,000
FNG Project – Proctor & Gamble	Cincinnati	Fluor	>\$500,000
TOTAL VALUE ENGINEERING SAVINGS	\$25,480,000.00		

Soil and Geotechnical Engineering Capabilities

Group Delta offers a range of services that meet the needs of the Scope of Work outlined in Section IV of the RFP. We have in-house access to industry leaders in these service categories.

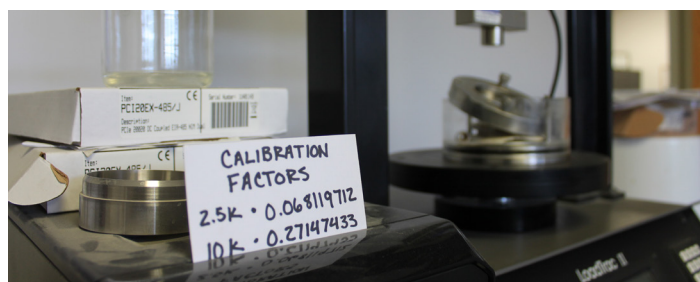
Geotechnical Engineering & Geologic Services



- Feasibility Studies
- Third Party Reviews
- Foundation Design
- Earth Retaining Structures Design
- Pavement Design
- Earthwork and Grading
- Earthquake and Fault Studies
- Geologic Hazard Evaluations
- Numerical Modeling Analyses
- Seismic Design & Hazard Assessments
- Hydrogeologic Evaluations
- Dewatering
- Ground Improvement Analysis & Design
- Laboratory Testing
- Slope Stability & Landslide Investigation & Mitigation
- Instrumentation and Ground Monitoring

- Pile Drivability & Load Tests
- Seismic Retrofitting Design
- Geologic Reconnaissance & Mapping
- Geophysical Investigations
- Trenching Investigations

Testing & Inspection Services



- Soils Testing
- Classification & Index
- Strength Tests
- Volumetric Change
- Permeability
- Compaction
- Aggregate/Subgrade
- Materials Testing
- Asphalt Testing
- Concrete Aggregate
- Concrete Cylinders
- Concrete Beams
- Masonry
- Masonry Unit Cubes
- Masonry Prisms
- Grout/Mortar

- Dry Pack Blocks
- Shotcrete
- Batch Plant Inspections
- Reinforcing Steel
- Structural Steel
- Chemical Physical Properties
- AWS/CWI Welding
- Post-Tensioning
- Epoxy Dowels/Drilled in Anchors
- Pull Testing
- Non Destructive Testing – UT/MT
- High Strength Bolting
- Fireproofing Inspections and Sampling
- Concrete & Masonry Coring and Extraction
- Mix Design Reviews & Trial Batched
- Fiber Wrap Inspection
- Vapor Emissions Testing

Group Delta meets all the requirements as an approved testing agency with the following local and national accrediting/certification authorities:

- AASHTO (American Association of State Highway and Transportation Officials)
- ACI (American Concrete Institute)
- AMRL (AASHTO Materials Reference Laboratory)
- ANSI (American National Standards Institute)
- APWA (American Public Works Association)
- ASNT (American Society of Nondestructive Testing)
- ASTM (American Society for Testing and Materials)
- AWS/CWI (American Welding Society/Certified Welding Inspector)
- California Department of Transportation (Caltrans)
- CCRL (Cement and Concrete Reference Laboratory)
- City of Los Angeles
- DSA (Division of the State Architect)
- ICBO (International Conference of Building Officials)
- NICET (National Institute for Certification in Engineering Technologies)
- UBC (Uniform Building Code)

Forensic Services

- Earthquake Damage Assessments: Causation studies and preparation of repair recommendations
- Landslide Investigations: Causation studies and/or development of stabilization schemes
- Construction Vibrations: Vibration monitoring and geotechnical testing
- Dam Investigations
- Settlement Analyses: Floor level surveys, causation studies and/or preparation of repair recommendations
- Expansive Soils: Subsurface investigations, preparation of repair recommendations
- Groundwater: Subsurface investigations, preparation of subsurface drainage recommendation

Additional Capabilities

Group Delta offers additional services that can enhance our ability to provide additional support if any unforeseen issues arise during a project.

Environmental Services



- Phase I Initial Site Assessments (ISAs) / Environmental Site Assessments (ESAs)
- Hazardous Materials Management & Industrial Hygiene Surveys and Investigations
- Technical Abatement Specifications and Work Plans
- Abatement and Remediation Monitoring Services
- Phase II Site Investigations (SIs)
- Construction Environmental Compliance
- Phase III Site Remediation



Years of Experience

15

Years with Group Delta

1

Professional Registration

Professional Engineer,
California No. 81361

Professional Geologist,
California No. 9284

Geotechnical Engineer,
California No. 3145

Education

Ph.D., Civil Engineering,
University of California,
Los Angeles, 2013

MS, Civil Engineering,
University of California,
Los Angeles, 2010

BS, Geology, California
State University, Long
Beach, 2006

MICHAEL GIVENS, PHD, PE, PG, GE

Project Manager / Associate Engineer

Dr. Givens has over 15 years of experience in geotechnical and geological engineering. Dr. Givens has conducted project studies and formulated recommendations for geotechnical engineering projects including slope stability, bridges, retaining walls, roads and parking lots, pipelines, sewer lines, storm drains, residential and commercial construction as well as litigation support. He has also been involved in environmental engineering including environmental site assessments (Phase I-IV) and has performed field and laboratory testing of soils according to ASTM test procedures and Caltrans methods.

Dr. Givens is well versed in reviewing contractors' technical submittals including quality control programs, start-up plans and schedules, monitoring and evaluating construction activities, as well as directing, coordinating and reviewing work plans for improvement projects, construction administration and inspection, and resource planning.

Dr. Givens completed a Ph.D. in Civil Engineering at UCLA and is involved in various research projects related to the effects of soil-structure interaction (SSI) on the seismic response of buildings. Representative experience includes:

City of Garden Grove, On-Call Geotechnical, Pavement Design and Rehabilitation Tasks, Garden Grove, California: As Associate Geotechnical Engineer, Dr. Givens directed geotechnical investigations for pavement rehabilitation on various public streets in the City of Garden Grove including Euclid Street, Lampson Avenue, Magnolia Street and other local streets studies included field investigation, laboratory testing, evaluation of existing pavement conditions, and recommendations for new pavements and pavement rehabilitation to allow the City to select the most economical and constructible strategy including options of Mill and Overlay, Removal and Replacement, Full Depth Reclamation (FDR), and Cold In Place Recycling. Structural section recommendations were developed considering combinations of Hot Mix Asphalt (HMA), Rubberized Hot Mix Asphalt (RHMA), Class 2 Aggregate Base (AB), and/or Class B Cement Treated Base (CTB-B) produced by recycling the materials from the pavement removal or FDR process. Soil-cement unconfined compression tests were performed to validate the cement ratio required for the CTB-B.

I-405 Improvement Project (SR-73 to I-605), CA: Geotechnical Discipline Lead for this \$1.27 Billion Design-Build project for Orange County Transportation Authority (OCTA) to widen 16 miles of the I-405 in Orange County. Dr. Givens worked closely with the design and construction joint ventures, and led the progression from concept to final design for three of the seven segments of the project, including 8 bridges, 30 retaining walls, 10 sound walls, several culverts, and recommendations for the geotechnical design and construction of 8 miles of roadway improvements. Dr. Givens was involved with staff resourcing, scheduling, construction document review, and interfacing with the design joint venture, construction joint venture, and the OCTA representatives.

Gerald Desmond Bridge, Long Beach, CA: Geotechnical Team Member and Task Lead for the \$1bn replacement of the Gerald Desmond Bridge. This 2,000-foot-long, 6-lane signature cable-stayed bridge (1,000-foot main span) will have over 6,000 feet of approach viaducts (up to 200 feet high), two major freeway interchanges, and numerous ramps and embankments. The project is being delivered under the Caltrans Design Build Demonstration Program partnered with the construction joint venture of Shimmick-FCC-mpregilo (SFI). Dr. Givens led the progression of several geotechnical deliverables including six retaining wall foundation reports, several as-built bridge and wall foundation reports, and the east approach roadway geotechnical design report. Dr. Givens was also a working team member that performed analyses and report writing for the bridge foundation reports, test pile program to validate the use of large diameter tip-grouted cast-in-place drilled shaft, and tip resistance testing protocol required for quality assurance/control of

the production piles. Dr. Givens was further involved with staff resourcing, scheduling, construction document review, and design joint resolution meetings with Caltrans, SFI and the Port of Long Beach representatives.

Bradley Green Alley Improvement Project, Pacoima, CA: Geotechnical Engineer responsible for the geotechnical investigation report and subsurface investigation for the Bradley Green Alley Improvement project. The geotechnical investigation was performed to evaluate the subsurface characteristics and extent of materials encountered, presence of groundwater, historic high groundwater levels, known faults and geologic-seismic features in the area, subsurface drainage, soil corrosion potential, asphalt concrete pavement sections, percolation rate of the existing soils and site preparation recommendations. In-situ infiltration testing and geotechnical reporting was performed to present findings of the geotechnical feasibility of the proposed infiltration system to the Grading Division of the Los Angeles Department of Building and Safety (LABDS).

Reconstruction of Slope Adjacent to Cranks and Tellefson Roads Project, Culver City, CA: The heavy rains of 2004-2005 caused a major landslide in a slope located adjacent to Cranks and Tellefson Roads in the City of Culver City. The slope failure caused five residential properties to be red-tagged or deemed too dangerous for habitation. Geo-Environmental, Inc. (GEI) was retained as the prime consultant to the City of Culver City for slope stability evaluation and slope reconstruction services. GEI with its subconsultants, Wheeler and Gray, prepared the Construction Documents, including construction drawings and specifications. During the design phase unforeseen obstacles developed, such as the existence of the North Central Outfall Sewer (NCOS), a Hyperion sewer. The sewer exists within the failed slope. Consequently the construction drawings were modified to include a bridging structure for protecting the sewer. The reconstruction of the slope adjacent to Cranks and Tellefson Roads entailed clearing and grubbing, excavation to competent material (vertically and horizontally), installation of NCOS bridging structure, installation of a three-tier retaining wall system (with 2:1 [Horizontal to Vertical] backfill), keying and benching, provision of subdrainage, and backyard reconstruction of the three properties located uphill.

Dr. Givens was GEI's primary contact with the City of Culver City and GEI's subconsultants for the reconstruction of the slope. He performed the initial downhole logging required for verification of the subsurface conditions and geology as detailed in the Geotechnical Report prepared by Zeiser Kling Consultants, Inc. Prepared the specifications for the reconstruction of the slope as part of the construction documents. Dr. Givens' involvement during the observation and testing phase included determination of excavation to competent material for keying and benching, subdrainage placement, relative compaction verification of lifts utilizing a Nuclear Gauge and Sand Cone, verification of soldier piles and caissons depth and material suitability, and preparation of the daily reports presenting observations, test results and on-site recommendations.

Geotechnical Investigation Report for a Proposed Fire Station Facility 194, La Mirada, CA: Dr. Givens performed a geotechnical investigation to explore the subsurface conditions at a vacant lot (13540 South Beach Boulevard) and evaluate the adequacy of the on-site soils to provide safe support to the proposed Los Angeles County Fire Station 194. Dr. Givens developed and supervised the subsurface exploration, logged the soil borings, assigned pertinent laboratory testing, performed the engineering analysis and prepared the geotechnical investigation report presenting recommendations. The foundation solution was conventional spread footings established in competent natural ground or compacted fill. The property is in an area generally mapped by the State of California, for preliminary planning purposes, as having potential for seismically-induced liquefaction. The upper 20 feet of the site was not prone to liquefaction due to presence of clayey soils and a groundwater encountered at 20 feet below ground surface (bgs). The underlying soil was cohesionless soil that was in a dense state and the potential for soil liquefaction was assessed to be minimal. A post-tensioned slab-on-grade as an alternative foundation system was provided. Earthwork recommendations included considerations for a block wall foundation, trench backfill for utilities, temporary excavation, drainage, and pavement design for parking lots and driveways.



Years of Experience

25

Years with Group Delta

25

Professional Registrations

Civil Engineer, California
No. 59216

Geotechnical Engineer,
California No. 2766

Education

MS Civil Engineering,
San Diego State
University

BS Civil Engineering,
San Diego State
University

CURT SCHEYHING, PE, GE

Principal Geotechnical Engineer

Mr. Scheyhing has more than 25 years of experience including project management, design review, directing field and laboratory investigations, performing engineering analysis and design, and preparing geotechnical studies and reports. He has played a key role in numerous on-call contacts with local cities, local agencies, and Caltrans.

He specializes in geotechnical engineering for roadways, bridges, and retaining structures in a variety of terrain ranging from liquefaction prone hydraulic fills to alluvial sites to soft and hard rock sites; he has prepared numerous Preliminary Foundation Reports (PFRs) and Foundation Reports (FRs) for walls and bridges as well as Materials Reports (MRs) and Geotechnical Design Reports (GDRs) for roadways, following applicable Caltrans standards.

Mr. Scheyhing's analytical/design experience includes analysis of static and seismic slope stability of soil and rock slopes, design of spread footings, driven piles, and drilled piles for bridge and retaining wall foundations, geotechnical design of earth retaining structures including cast-in-place concrete walls, MSE walls, soil nail walls, retaining walls, sound walls and tieback walls, settlement analysis for foundations and earth fills, lightweight fills, liquefaction evaluation, and ground improvement including surcharge and stone columns. Representative experience includes:

Hamner Avenue Widening Project, Norco, California: Riverside County Transportation Department, in cooperation with the Cities of Norco and Eastvale, are proposing to widen two roadway segments of Hamner Avenue from Sixth Street/Norco Drive to Detroit Street and from Citrus Street to Schleisman Road, to six lanes (3 lanes in each direction) in anticipation of the Hamner Avenue Bridge Replacement Project that will widen the existing bridge over the Santa Ana River from 2 to 6 lanes. Once constructed, these projects will help to meet the current and future traffic demands improving the traffic operation for this corridor.

Gerald Desmond Bridge Replacement Project, Port of Long Beach, California: As Principal Geotechnical Engineer, Mr. Scheyhing performed the geotechnical investigation, which included more than 150 mud-rotary borings to depths of up to 250-feet and more than 100 Cone Penetration Tests (CPT) to depths up to 150-feet. In addition, Mr. Scheyhing was part of the team responsible for design engineering of the foundations which are groups of large diameter Cast-in-Drilled-Hole (CIDH) ranging from five- to eight-feet in diameter with lengths up to 230-feet, and for engineering of approach embankments and retaining walls. Post-grouting of the pile tips is being performed to reduce the length of the shafts, and a full-scale Osterberg Cell (O-Cell) pile load testing program is underway to verify the pile skin friction and end bearing capacity. At nearly \$1B, the Gerald Desmond Bridge Replacement Design-Build project will ensure the safety of commuters and truck drivers and protect southern California's important role as a major trading hub. Group Delta is the geotechnical engineering firm responsible for site investigation and geotechnical design of this project. The replacement bridge has a total length of more than 1.6-miles, including a 1,000-foot main span crossing the deep-water navigable channel, connecting the Port's middle and inner harbors, and vertical clearance of up to 200-feet. The main span includes two towers with a height of more than 500-feet, and when complete will be the first cable-stayed Caltrans structure.

City of Garden Grove, On-Call Geotechnical, Pavement Design and Rehabilitation Tasks, Garden Grove, California: As Project Geotechnical Engineer, Curt directed geotechnical investigations for pavement rehabilitation on various public streets in the City of Garden Grove including Harbor Boulevard, Garden Grove Boulevard, Knott Street, Jacalene Lane and other local streets. He was the Senior Geotechnical Engineer for Springdale Street Sidewalk Improvements and Retaining Wall Projects.



Years of Experience

28

Years with Group Delta

23

Professional Registration

Civil Engineer, California
No. 34575

40-Hour Hazardous
Materials Code of
Federal Regulations
1910.120

Education

BS Civil Engineering,
University of Oklahoma

SHAH GHANBARI, PE

Principal-in-Charge

Mr. Ghanbari has more than 28 years of experience in the fields of geotechnical engineering, instrumentation, materials testing and inspection and construction support services. His responsibilities consist of project planning and management, complete geotechnical investigations and analyses, development of recommendations, report preparation, consultation during construction, coordination of construction monitoring, and data analysis. His experience includes extensive experience in transportation projects and managing complex field program. He has completed number of projects for MTA, Caltrans Districts 8, 12, 7, Sacramento, RCTC, OCTA, SANBAG and SANDAG. He has managed numerous projects requiring coordination with construction managers, designers, contractor and owners. Mr. Ghanbari has extensive experience in managing complex field program and has been responsible for geotechnical instrumentation for most major rail projects in Southern California. As a principal of Group Delta, Mr. Ghanbari is committed to providing full support for Group Delta staff in order to achieve successful completion of projects. Representative experience includes:

U.S. Army Corps of Engineers, Los Angeles District, On-Call Contract, California: Mr. Ghanbari served as Project Manager for more than 40 task orders including removal of underground storage tanks, and groundwater or soil contamination investigations.

Anaheim Region Transportation Intermodal Center (ARTIC) Anaheim, California: Mr. Ghanbari provided QA/QC oversight for the materials testing for ARTIC project which is being performed in accordance with the UP Quality Management Plan and Caltrans Local Assistance Procedure Manual. This multi-year project offers transportation services as an intermodal hub for several transit modes such as Amtrak, Metrolink, local and international buses, shuttles, bicycles, and support development. Significant features of ARTIC include a new Architectural Iconic Terminal Building reaching 117-feet high with an approximate footprint of 48,000-square-feet. The project will also feature a Concourse Bridge extending from the southern end of the Terminal Building and over the current LOSSAN railroad corridor.

SR-55 Alton Avenue Improvement, Orange County, California: Mr. Ghanbari provided QA/QC for the ADL investigation for the future Alton Bridge, and the ISA report for the Alton Avenue Overcrossing as part of the same project. The project includes widening of Alton Avenue and Alton Parkway and requires ROW acquisition of numerous industrial properties within the City of Irvine and Santa Ana. The ADL report was reviewed and approved by Caltrans and the ISA report is currently under Caltrans review.

Central Park West Development, Irvine, California: As Technical Reviewer for the geotechnical investigations, Mr. Ghanbari monitored grading and surcharge programs, provided recommendations for shoring and dewatering, reviewed shoring and dewatering plans, responded to City of Irvine review comments and had seven geotechnical reports reviewed and approved by the City. Group Delta monitored the excavations, installation of shoring, and construction of the foundations and retaining walls at the project. Group Delta provided recommendations for the support of both at-grade and podium buildings on mat and spread footings where previous consultants had proposed pile foundations, thus saving the owner substantial costs and time in foundation construction.

I-405 at Laguna Canyon Road and I-405 at Fairview Road, Irvine and Costa Mesa, California: Mr. Ghanbari provided QA/QC oversight for the geotechnical investigation for widening of the existing bridges at Laguna Canyon and Fairview Road intersections with I-405 freeway. The Laguna Canyon project is for the City of Irvine and the Fairview Road project is for the City of Costa Mesa. Group Delta prepared a Structure Foundation Report for the bridge widening and a Geotechnical Design Report for the ramp widening, pavement design, retaining walls, and ramp and roadway improvements. The reports were reviewed and accepted by Caltrans.



NICK TURNER, QCM, QSP

Field Services Manager

Mr. Turner has more than 16 years of experience in the Construction Management industry. He has developed a strong background managing and inspecting multiple types of projects including, airport runway/taxiway construction, Caltrans highway interchanges, bridge, box culverts, trunk sewers, sewer arteries, roadway construction, chemical containment pipeline, pump stations, reclaimed water pipelines, framing and scaffolding. Responsibilities include all facets of construction management, contract administration, and oversight of the quality assurance inspection, including all coordination with the client's personnel, subconsultants, the Contractor, government maintenance forces, local utilities, and other stakeholders. Representative experience includes:

Los Angeles World Airport (LAWA) Automated People Mover, Los Angeles, California: As Construction Quality Control Manager, Mr. Turner provided the highest-ranking project quality control, implemented and refined the quality control program and worked through daily construction quality issues. The \$5B Design-Build project included an electric train system on a 2.25-mile elevated guideway connecting the Central Terminal Area airline terminals with two future Intermodal Transportation Facilities and a Consolidated Rent-A-Car Facility at Los Angeles World Airports. There were six stations total, and nine trains, each with four cars and an anticipated 30M passengers per year. The project included an accelerated schedule, numerous nearby existing structures and underground utilities. As the construction quality control manager, Mr. Turner managed a team of deputy quality managers, engineers and a multitude of inspection staff.

North Central Outfall Sewer Connection (NCOS), Los Angeles World Airport, California: As Quality Control Manager, Mr. Turner was tasked with implementation and administration of the Quality Control plan for this project. Responsibilities include managing a team of inspectors for the inspection of all items of work implementation, verification of material testing program and test frequencies, scheduling of all required permit inspection as related to LADBS and BOE and collection of all data for submission for acceptance of all items of work. The North Central Outfall Sewer Connection was the installation of pump station and connection to the LADWP sewer main.

County of Riverside, Jefferson Interchange, Riverside, California: As Construction Inspector, Mr. Turner provided inspection services for all drainage systems, HMA placement, paint striping, all traffic signage, and development and completion of punch-list item lists at the substantial completion of the work. In addition, he assisted with the Caltrans Safety, Maintenance and Operations reviews for/and acceptance of the project.

City of South El Monte, Broadmead & Schmidt Sidewalk/ ADA rehabilitation, El Monte, California: As Senior/ Lead Inspector/ SWPPP Inspector/ Safety Officer/ Roadway Inspector, Mr. Turner provided inspection services for the replacement of all street drainage facilities, removal of sidewalk and curb ramps, and replacing with ADA compliant facilities.

I-15 Ranchero Road Interchange, SANBAG, Hesperia, California: As Construction Inspector, Mr. Turner provided inspection services for all aspects of drainage installation of large storm water systems as well as on-site surface drainage systems. The project entailed traffic handling on local streets and placement of traffic control devices on I-15. Additional inspection was conducted on all clearing and grubbing and establishment of Environmental Sensitive Areas. Mr. Turner also performed quantity calculations on all roadway related items, and most importantly all import borrow and excavation calculations. All effort on this project was completed at SANBAG's direction and Caltrans' oversight.

Years of Experience

16

Years with Group Delta

1

Professional Registrations

Quality Control Manager

SE9-04-14-00452

US Army Corps of Engineers -
Qualified SWPPP
Practitioner #25173

EM385 Air Field and
Military
40-hour Safety Training



Years of Experience

21

Years with Group Delta

10

Professional Registrations

Professional Geologist,
California No. 7242

Certified Engineering
Geologist, California
No. 2258

Registered Professional
Geologist, Arizona, No.
37745

Education

Master of Science,
Geological Sciences,
San Diego State
University

Bachelor of Science,
Geological Sciences,
San Diego State
University

JIM SANDERS, CEG

Associate Engineering Geologist

Mr. Sanders is experienced performing engineering geologic exploration and analysis on projects throughout southern California and Arizona. His responsibilities include proposal preparation, planning and implementation of subsurface investigations, project management, managing field staff, geotechnical analyses, budget management, and preparation of geotechnical recommendations and reports. He has extensive field experience performing a variety of subsurface investigations and detailed geologic mapping for road alignments and bridges including fault studies, groundwater data, landslide and slope stability analysis, foundation investigations, rock cut slope evaluations, excavation characterization, instrumentation, and pavement distress evaluations. Representative experience includes:

Caltrans Emergency Culvert Replacement, Alpine, California: As Associate Engineering Geologist, Mr. Sanders designed and conducted the exploration plan that summarized the subsurface conditions along an existing 72-inch diameter Corrugated Metal Pipe (CMP) alignment that was failing due to erosion and corrosion. Caltrans replaced the existing 72-inch diameter CMP culvert by constructing a parallel CMP replacement using microtunneling methods. Temporary slide rail and cantilever soldier pile and lagging shoring was used to construct the north entrance and south exit portals respectively.

State Route 91 (SR-91) Design-Build Corridor Improvements, Riverside, California: As Senior Engineering Geologist, Mr. Sanders helped to develop Post Advanced Planning Study Geotechnical Data Reports for bridges along the SR-91 Corridor Improvement Project. Group Delta's responsibilities also included review of the design build contractor's submittals, and QA/QC testing during construction.

Gerald Desmond Bridge, Port of Long Beach, California: As Senior Engineering Geologist, Mr. Sanders provided geologic analysis and field exploration oversight during the geotechnical investigation and design of this new bridge replacement project to be built with a 1,000-foot cable-stayed span over the back channel and will be high enough to accommodate the newest generation of the most efficient cargo ships. The bridge will accommodate three lanes of traffic on each side and safety lanes will be added to mitigate delays from breakdowns and accidents and give emergency vehicles better access. Clearance over the channel will rise from the current 155-feet to 205-feet, allowing larger greener post-Panamax ships to enter the Port.

Chino Hills State Park Improvements, San Diego, California: As Senior Engineering Geologist, Mr. Sanders managed the geotechnical investigation for various park improvements including a new 2-mile-long entrance road, various walls, stream crossings, a bridge, and various utilities.

West Mission Bay Drive Bridge, San Diego, California: As Senior Engineering Geologist, Mr. Sanders was responsible for the borings and CPT soundings, permitting, traffic control, and preparation of geologic cross-sections, log of test borings, and subsurface characterization of the alignment for engineering foundation design. This project included a subsurface exploration and geologic consultation for the Widening versus Replacement Evaluation of the West Mission Bay Drive Bridge, approaches, and Interstate 8 freeway onramps. The bridge was constructed in 1950 to span nearly 1300-feet across the San Diego River floodway. The subsurface exploration included Cone Penetrometer Test (CPT) soundings, rotary wash and hollow-stem auger borings.

11th Avenue Bus Rapid Transit (BRT), San Diego, California: As Associate Engineering Geologist, Mr. Sanders was responsible for providing on-call materials testing and geotechnical services for the new Bus Rapid Transit station construction for SANDAG.



MICHELLE SUTHERLAND, CEG

Senior Engineering Geologist

Ms. Sutherland has worked as an engineering geologist throughout Southern California as well as parts of Northern California, specializing in geological investigation for seismicity, landslide modelling, and soil/rock profiling. She has worked on several water projects within Los Angeles County including the seismic investigation and reanalysis for LACDPW Puddingstone Dam, liquefaction modelling for LADWP proposed Headworks West Reservoir and the seismic enhancement investigation and planning for LADWP Elizabeth Tunnel, Los Angeles Aqueduct. She has performed fault investigations and geotechnical investigations for transportation projects such as the METRO Westside and Regional Metropolitan Transportation Authority, Los Angeles, California. Additionally, recent surface fault rupture investigations performed include the Hollywood, Santa Monica fault, and Newport Inglewood faults for school, hospital, and commercial developments. She has worked on several transportation projects within Los Angeles and Orange County including the Exposition Light Rail Project, Los Angeles County; Foothill Transportation Corridor South Project, Orange County; and High-Speed Train, Los Angeles and Orange County providing geological investigation planning, field organization, mapping, logging down-hole borings, environmental/habitat restoration, hydrogeology investigation, and geotechnical and environmental impact report preparation. Representative experience includes:

Metro Westside Extension, Los Angeles County Metropolitan Transportation Authority, Los Angeles County, California: As the Project Geologist, Ms. Sutherland provided the fault investigation for EIR-level and Advanced Conceptual Engineering studies for the Westside Extension Subway project. This project would be an extension to the existing heavy rail Metro Red and Purple lines from mid-Wilshire through Fairfax District, Beverly Hills, Century City, Westwood, West Los Angeles, and Santa Monica to the end of Wilshire Boulevard. The fault investigation is to identify the location and character of the Santa Monica fault and the West Beverly Hills Lineament as they would impact the location of the tunnel and Century City station. The investigation includes closely spaced continuous core borings and CPT's and geophysical seismic reflection line.

Hollywood Fault Investigation, Hollywood, California: As the Senior Geologist, Ms. Sutherland provided geological advisement and report preparation management for fault investigations within the Hollywood Fault Alquist-Priolo special study zone at several commercial sites in Hollywood California as well as school sites within Los Angeles. The commercial investigations included hundreds of core boring and cone penetration tests transects and extensive fault trenching at sites near Yucca Street and Argyle Street. The school sites included a preliminary investigation for the presence of faulting beneath the campus. Mrs. Sutherland provided field management, detail core review and logging, report preparation, and geologic modeling of subsurface stratigraphy.

Poema Place Bridge, Canoga Avenue Bridge, Sullivan Bridge, and Rock Wall Structural Foundation Reports, Chatsworth, California: As the Project Engineering Geologist, Ms. Sutherland performed review of previous geotechnical data reports for the area, geologic mapping, rock modeling, rock mass evaluation slope stability analysis, and slope stability mitigation for the project. The proposed development of bridge structures for a planned residential development which includes three bridge structure foundation design reports, construction access slope stability evaluation, roadway cut stability evaluation, and rock bolt slope stability mitigation. Proposed bridges are located along Devil Canyon steep terrain with historical landsliding. Vertical roadway cuts over 40-feet in height are planned.

Yucca Street Development, Hollywood, California: As the Senior Engineering Geologist, Ms. Sutherland provided a design-level geotechnical report for the proposed mixed-use development. The project includes a mixed-use building on an approximately 0.6-acre site, Building is proposed to be 5-stories over its western half and 18-stories over the eastern half. The project will include about 116 apartment units (consisting of studios, one-bedroom, and two-bedroom units) and about 182 parking spaces.

Years of Experience

12

Years with Group Delta

5

Professional Registrations

Certified Engineering Geologist, California
No. EG 2577

Professional Geologist,
California No. 8630

Port of LA TWIC Card

Education

Bachelor of Science,
Engineering Geology,
University of California
Los Angeles, 2005



KRISTEN CHANG, PE

Associate Seismic Engineer

Ms Chang is a registered civil engineer in the State of California with over 17 years of experience on a broad range of projects in the fields of geotechnical engineering and earthquake engineering. Her areas of expertise include probabilistic and deterministic seismic hazard analysis, seismic deaggregation, selection and modification of earthquake ground motions, 1-D and 2-D site response analyses, and numerical modeling. Ms. Chang has significant experience with seismic hazard analysis and ground motion development throughout California, and is familiar with seismic regulations for buildings, dams, bridges, ports, and other facilities. In addition, Ms. Chang has a broad range of experience in performing and evaluating static and dynamic numerical modeling, particularly with the 2-D finite difference software FLAC. Ms. Chang has performed soil-structure interaction evaluations for retaining walls, excavations, buildings and foundations, and underground structures and tunnels, under static and seismic conditions. Ms. Chang has performed both geotechnical engineering analysis and design for new construction as well as performed geotechnical forensic evaluations for a variety of projects including buildings, bridges, slopes, and retaining walls. She has worked on projects in California, Arizona, Pennsylvania, New York, New Jersey, and Ohio. Representative experience includes:

Automated People Mover, Los Angeles International Airport (LAX), Los Angeles, California:

As Senior Engineer, Ms. Chang performed site-specific probabilistic and deterministic seismic hazard analyses, developed target acceleration response spectra for the seismic design of the entire project for three seismic hazard levels (both project-specific design criteria and ASCE 7-10), and developed acceleration response spectra in accordance with Caltrans requirements. In addition, Ms. Chang selected and spectrally matched 7 sets of ground motions (both horizontal and vertical components) for use in structural nonlinear time history analyses for two different seismic hazard levels (Maximum Design Earthquake and Operating Design Earthquake). Ms. Chang also performed engineering analyses and prepared structure foundation reports for various stations and guideway frames within the project alignment.

City of Champions Revitalization Project (former Hollywood Park), Inglewood, California:

As Senior Engineer, Ms. Chang performed multiple geotechnical investigations for proposed improvements related to the redevelopment of Hollywood Park, including the proposed parks, structures, and storm drains and other infrastructure. Ms. Chang directed and coordinated the field investigations, performed analyses and design for earthwork, grading, slopes, foundation design, and prepared technical reports. Additionally, Ms. Chang performed numerous one-dimensional nonlinear seismic site response analyses at four different locations for the stadium structure at the site to evaluate differential displacements during earthquake shaking in three directions (two orthogonal horizontal components and vertical). The estimates of differential displacement also included the effect of delay in arrival time of seismic waves from the nearby Newport-Inglewood fault. She was also involved in performing and reviewing 2D dynamic numerical analyses for a proposed large retaining wall, developing soil model and parameters and evaluating the dynamic response of different constitutive models. This project is a major mixed-use redevelopment that will also include the new home of the Los Angeles Rams. Site will include new housing, office space, retail stores, hotel, lakes, a casino and the stadium.

Junction Dam, El Dorado County, California: As Senior Engineer, Ms. Chang was the lead engineer for the evaluation of the seismic stability of a nearly 60-year-old concrete arch dam. She performed site-specific deterministic and probabilistic seismic hazard analyses to develop both horizontal and vertical target acceleration response spectra and developed three sets of input earthquake ground motions (horizontal and vertical components) for the 3-D nonlinear dynamic analysis of the dam in accordance with Federal Energy Regulatory Commission (FERC) requirements. She also reviewed the 3-D dynamic finite difference analyses for the dam, evaluated the performance of the dam in accordance with FERC requirements, and was the primary author of the report.

Years of Experience

17

Years with Group Delta

9

Professional Registrations

Registered Civil Engineer, California No. 70959

Education

Master of Science Civil Engineering/ Geotechnical Engineering, University of California, Los Angeles

Bachelor of Science Civil Engineering, University of California, Los Angeles



Years of Experience

12

Years with Group Delta

6

Professional Registrations

Geotechnical Engineer
California, No. 3004
Professional Engineer
California,
No. 71746

Education

Master of Science,
Geotechnical
Engineering, University
of California, Los
Angeles, 2005
Bachelor of Science,
Civil Engineering,
National Chiao Tung
University, Hsin-Chu
Taiwan, 2002

ETHAN TSAI, PE, GE

Associate Geotechnical Engineer

Mr. Tsai has experience in performing geotechnical services for a wide range of projects, including public transportation (subway, bridges, highways), hospitals, schools, high-rise buildings, reservoirs and dams, industrial and mixed-use development, parking structures, and residential development. Mr. Tsai is specialized in foundation evaluation (shallow foundation and deep foundations), deep excavation; temporary and permanent earth retention systems; buried structures; slope stability; ground improvement. Mr. Tsai is also specialized in geotechnical earthquake engineering including ground motion study, site response evaluation and site-specific ground motion analyses, earthquake time histories spectral matching, and liquefaction evaluation; seepage analyses; geotechnical instrumentations. Mr. Tsai has extensive experience managing projects, having managed many projects with budget greater than \$1M. Representative experience includes:

Purple Line Extension Project, Section 1, MTA, Los Angeles, California: As associate Engineer on the Purple Line Extension, formerly known as the Westside Subway Extension, Mr. Tsai provided geotechnical engineering to provide recommendations for design of station, support of excavation (SOE), dewatering, and tunneling. It is a new heavy rail subway corridor in Los Angeles County, extending the Metro Purple Line from its current terminus at Wilshire/Western Station to the Westside. Group Delta is the geotechnical engineer of record responsible for investigations and recommendations along this corridor. Group Delta is currently performing geotechnical instrumentation for the project.

Canoga Avenue Bridge and Poema Place Bridge, Foremost Companies, Chatsworth, Los Angeles, California: As Project Manager for both bridges, Mr. Tsai provided geotechnical engineering to provide recommendations for design of both Canoga Avenue Bridges. Canoga Avenue Bridge is a single span bridge and Poema Place Bridge is a three-span bridge. These bridges will provide access to the new residential development near the Chatsworth area. Both bridges will be supported on Chatsworth Formation, which consists predominantly of hard rock. Group Delta provided geologic survey as well as rock fractures evaluation to develop rock mass properties for foundation design. Both projects have completed in 2018.

Universal Studio Boulevard Southbound On-ramp, Universal City, California: As project manager, Mr. Tsai provided geotechnical engineering to provide recommendations for design of the proposed on ramp. A new southbound (SB) on-ramp is currently planned from Universal Studio Boulevard to SB US-101. The on-ramp will consist of slab bridge, standard retaining wall and soldier pile retaining wall. The soil beneath the site consists of very soft clay and existing construction debris underlain by siltstone bedrock.

Los Angeles Regional Connector Transit Corridor, Los Angeles, California: As Project Manager and Technical Lead, Mr. Tsai provided geotechnical support of the design-builder for the 1.8-mile light rail being constructed within downtown LA to connect between MTA Blue Line and Gold Line. The project consists of underground tunneling and three stations.

Ventura Community Memorial Hospital Tower, Ventura, California: As Project Engineer, Mr. Tsai performed geotechnical engineering to support design of ground improvement and structural design as well as seismic instrumentation as required by CGS. The project consists of six level above grade and one level basement. The soils underneath the site are susceptible to liquefaction in an event of strong ground motion. Deep soil mixing (DSM) was chose to mitigate the liquefaction potential. The project is the first DSM approved by OSHPD.

Meyer and Renee Luskin Conference and Guest Center, UCLA, Los Angeles, California: As Senior Geotechnical Engineer, Mr. Tsai provided geotechnical engineering and analyses to develop recommendations for design of this 6-story hotel with a subterranean level parking structure within the campus of UCLA. The site is currently occupied by the Parking Structure 6 which is supported on pile foundations. Existing footing is planned to be reused to support the proposed structure. Recommendations were provided in support of structural design.



Years of Experience

30

Years with Group Delta

6

Professional Registrations

LEED AP

State of California DOSH
Certified Asbestos
Consultant (CAC) #97-
2324,

CDPH Lead Professional
#5809,

OSHA HAZWOPER
Supervisor,

NIOSH 582 – Sampling
and Evaluating Airborne
Asbestos Dust

Certified Mold
Remediation

Supervisor and AHERA
Building Inspector,
Management Planner,
Project Designer and
Contractor Supervisor

Education

BS, Industrial
Technology, San Diego
State University

JERRY SHERMAN, LEED AP, CAC, CDPH

Hazardous Materials Manager

Mr. Sherman has more than 30 years of diverse environmental consulting experience with a focus on hazardous materials as they relate to major renovation/demolition projects for local government municipalities, educational facilities and State and Federal projects. Responsibilities include performing surveys for asbestos, lead and hazardous materials that may be present on projects, writing technical specifications for abatement and remediation, editing drawings for hazardous materials abatement, reviewing contractor work documents for accuracy and regulatory compliance, attending pre-construction planning meetings and job walks, conducting air monitoring and contractor observation services during abatement, indoor air quality studies, microbial investigations, conducting hazardous waste characterization and remedial action, conducting soil and ground water sampling, evaluating regulatory compliance, and providing client liaison services. Representative experience includes:

City of Bakersfield On-Call Hazardous Materials Services, Bakersfield, California: As Project Manager for Group Delta's current on-call contract with City of Bakersfield, Mr. Sherman provided asbestos and lead-based paint surveys and evaluation of presence of asbestos and lead-based paint containing materials in public and private buildings.

San Diego International Airport (SDIA), San Diego, California: As Industrial Hygiene/Asbestos/Lead Consultant, Mr. Sherman provided hazardous materials consulting services for several projects at the San Diego International Airport and may have more direct experience at the SDIA than any other industrial hygiene/asbestos/lead consultant. Mr. Sherman conducted the initial asbestos surveys for every single building at the SDIA from 1997-2001 and managed several successful asbestos/lead/mold abatement projects until 2005. The abatement projects which included air/surface sampling and contractor observation services were located at the Commuter Terminal (complete asbestos removal and building renovation), Terminal 1 (expansion, customs renovation and tenant improvement projects), Airport Fire and Safety (renovation) and the former Airline Food Services Building (renovation). After 2005, Aurora Industrial Hygiene was awarded the SDIA On-call Environmental Consulting contract and hired Mr. Sherman to walk through the buildings to assist them in locating the asbestos-containing materials at the SDIA. In 2013-2014 Mr. Sherman was hired by Tetra Tech, the current SDIA on-call consultant and assisted with asbestos sampling at Terminal 2.

Port of Long Beach/City of Long Beach, Gerald Desmond Bridge Demolition Project, Port of Long Beach, California: As Environmental Project Manager, Mr. Sherman conducted comprehensive hazardous materials surveys, technical specification design, conducting air monitoring and abatement oversight and preparation of final close out reports documenting the proper removal and disposal of hazardous building materials. This project involved the demolition of 22 structures in preparation of the construction of a new bridge at the Port of Long Beach.

City of Anaheim Engineering Department, Anaheim, California: Served as Environmental Service Line Leader, Certified Asbestos Consultant and California Department of Public Health (CDPH) Lead Professional. Supervised and conducted Quality Assurance/Quality Control services for the performance of pre-demolition hazardous materials surveys of 21 residences in preparation for the Brookhurst Street widening project in Anaheim.

Port of San Diego Annual As-Needed Industrial Hygiene and Asbestos Contract, San Diego, California: Senior Project Manager for tasks that included the performance of asbestos and lead-based paint surveys, indoor air quality surveys, hazardous materials audits, conducting air monitoring and construction oversight, and preparation and implementation of operation and maintenance (O&M) programs for the Port of San Diego owned properties.



Years of Experience

43

Years with Group Delta

1

Professional Licenses & Certifications

Professional Engineer,
Nevada No. 14944

Professional Engineer,
California No. 44233

ACI Level I Field Tester

PCI Level I Quality
Control Technician/
Tester

PCI Level II Quality
Control Technician/
Tester

Education

Bachelor of Science,
Civil Engineering,
Georgia Institute of
Technology, 1974

ED TRASORAS

Laboratory Manager

Mr. Trasoras is a Principal Materials Engineering with over 40 years of construction engineering, materials inspection and testing, and laboratory oversight experience. Mr. Trasoras has extensive experience supervising and performing testing of concrete, structural steel, masonry, asphalt, soil, reinforcing steel and other construction materials, as well as pull testing, load testing, and torque testing. He has performed forensic materials investigations on piers, bridges, and concrete, masonry and steel structures. He is familiar with Caltrans, ASTM, ASME, AWS, and AASHTO testing procedures.

Mr. Trasoras has served as President of The American Concrete Institute – San Diego. He has conducted seminars for the San Diego Building Department, Structural Engineers Association of San Diego, DSA, ASCE on a variety of subjects including Northridge Earthquake aftermath, FEMA 353, Structural Steel inspection, the relationship between the Structural Engineer and the Special Inspector and the role of the testing agency and the engineer of record to name a few. He was an instructor for Civil Engineering at Cal Poly, Pomona, California. Representative experience includes:

Los Angeles Westside Subway Extension, Los Angeles, California: As Field Engineer, Mr. Trasoras performed a five-month survey of all the structures on either side of the underground stations to determine if tie-backs extended into the street or if there was any interference to the underground stations. The survey included 500 structures from Western Ave/Wilshire Blvd., in Los Angeles to Santa Monica. Mr. Trasoras obtained the permits for the hundreds of soil borings required.

High Desert SR-58/Kramer Junction, California: As the Structural Materials Representative, Mr. Trasoras provided submittal review, source inspection of pre-cast concrete, testing for Translab, plan review and report generation.

San Vicente Dam Pump Station, San Diego, California: As Project Manager, Mr. Trasoras provided the soils work, inspection and testing services for this large pump station. A considerable amount of this work was performed at night. Mr. Trasoras also attended jobsite meetings and addressed construction concerns as they occurred. He had to address several issues relating to concrete quality with the construction manager and the ready-mix concrete supplier which were resolved in good order.

I-215/Barton Road, California: As the Structural Materials Representative, Mr. Trasoras provided submittal review, source inspection of pre-cast concrete, testing for Translab, plan review and report generation.

Comanche Reservoir SMUD Power House, Lodi, California: As Project Engineer and Project Manager, Mr. Trasoras designed the lifts and set up the cranes to get the pipes and turbines into place for the installation of three low head electric turbines. The requirement was to erect the steel pipe lines in the river with water flowing working inside of a cofferdam up to the powerhouse.

Lake Hodges Pump Station, San Diego, California: As Project Manager, Mr. Trasoras, provided the technicians to sample and test the concrete for this \$1 billion 100-foot underground pump storage station project constructed of concrete and steel. Mr. Trasoras also provided all the soils work and ensured all testing was done most expeditiously with results emailed the same day as the testing was completed.

Seven Oaks Dam, San Bernardino, California: As Project Manager, Mr. Trasoras was responsible to build and equip a testing laboratory at the jobsite for the Army Corp of Engineers. He also provided special inspectors for the 44-foot diameter concrete lined bypass tunnels and on-site batch plant to ensure quality concrete was delivered to the tunnels. Testing was performed on concrete, reinforcing steel and soils.

D. ORGANIZATIONAL CHART

Organization Chart

Below is a chart showing our team organization. All key personnel will remain during the term of the agreement. We understand the restrictions to changes in key personnel, and will notify the City in the event there are proposed changes in key personnel during the term of the agreement that are outside of Group Delta's control, or if the City requests such change. We have provided resumes for personnel indicated by an asterisk*. Leads are indicated in **bold**. Additional resumes are available upon request.

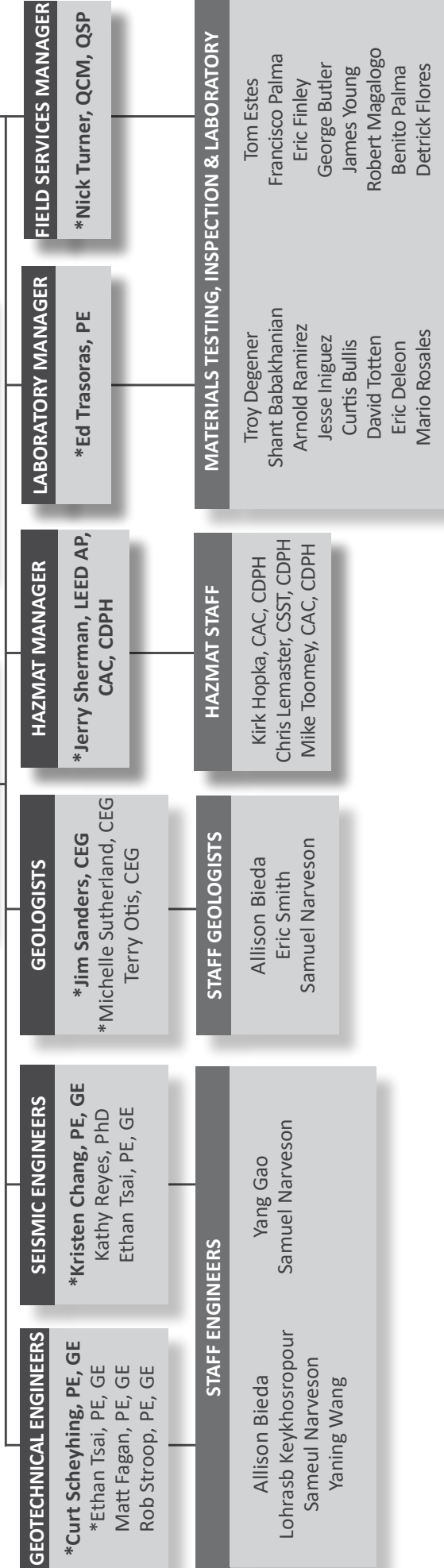


PROJECT MANAGER

*Michael Givens, PhD, PE, GE, PG

PRINCIPAL-IN-CHARGE

*Shah Ghanbari, PE





Pavement Distress Evaluation, Westminster Avenue & Jacalene Lane, City of Garden Grove, California

The purpose of this study was to characterize the relevant geotechnical site conditions in order to help develop an understanding of the probable reasons for the observed pavement distress, and to provide guidelines for future FDR projects to help reduce the potential for similar cracking. In summary, we reviewed available background information

regarding the previous FDR operations in 2013. We observed and photographed the distressed pavement areas and documented the pattern of cracking near the exploration locations; drilled six exploratory borings on each street to a depth of 11½-feet below existing grades. Half of the borings were drilled through visible cracks in the pavement surface, and the remaining borings were drilled in uncracked areas in close proximity to the other borings. The borings were backfilled and capped with rapid set concrete. Core samples of the hot-mix asphalt concrete and soil-cement base were collected, along with bulk soil samples, undisturbed ring samples, and Standard Penetration Test (SPT) samples; conducted laboratory testing on the various cores and soil samples collected from the borings including sieve analysis, Atterberg Limits, moisture content, dry density and R-Value on the subgrade soils, as well as compressive strength testing on the soil-cement base, and conformance testing on the asphalt concrete; and prepared this report summarizing our findings, conclusions and opinions regarding the probable reasons for the observed pavement distress. This project was a task order that resulted from an on-call geotechnical contract with the City of Garden Grove.

CONTACT: City of Garden Grove, Kamyar Dibaj, City Engineer; 11222 Acacia Parkway, Garden Grove, CA 92842; Phone: (714) 741-5186, E-mail: kdibaj@ci.garden-grove.ca.us | **DATES OF SERVICE PERFORMED:** 12/2018 - Present



Harbor Boulevard (from Trask Avenue to Westminster Boulevard) Pavement Repair and/or Replacement, Garden Grove, California

Group Delta performed a geotechnical field investigation and laboratory testing program for repairing or replacing the pavement on Harbor Boulevard. The recommendations included milling and overlay, full depth asphalt, and a structural section of asphalt and aggregate base. This project was a task order that resulted from an on-call geotechnical contract with the City of Garden Grove.

CONTACT: City of Garden Grove, 11222 Acacia Parkway, Garden Grove, CA 92842, Mark Uphus, Senior City Engineer, (714) 741-5000, muphus@ci.garden.grove.ca.us | **DATES OF SERVICE PERFORMED:** 2015



OCTA I-405 Improvements, Orange County, California

Group Delta is providing field work and geotechnical field engineers to log the borings, assign laboratory testing, and finalize the logs. Staff performed engineering analyses for preparation of Preliminary Foundation Report and Geotechnical Information Report. Tasks for this project include the addition of a tolled Express Lane in each direction from SR-73 to SR-22 East, a new direct connector between the proposed I-405 Express Lanes

and SR-73, the reconstruction of the South I-405 – South SR-73 Connector, partial reconstruction of the North SR-73 – North I-405 Connector, the Fairview Road interchange, and the Harbor Boulevard onramp to South I-405 interchange, the widening of North I-405 over Santa Ana River and the construction of a retaining wall and soundwalls. The key geotechnical issues for this project include shallow groundwater depth and subgrade preparation in unsuitable materials, long-term consolidation settlements and need for ground improvements, lightweight fills, and/or surcharge to reduce settlement time and impacts to utilities, liquefaction potential and impact on the pile design and slope stability, shear wave velocity for seismic design; and expansive soil over excavation for pavements.

CONTACT: Parsons Transportation, Moshen Mohseni, Project Manager; 2201 Dupont Drive, Suite 200, Irvine, CA 92612 Phone: (949) 263-9322, E-mail: Moshen.s.Mohseni@parsons.com | **DATES OF SERVICE PERFORMED:** On-going

City of Anaheim On-Call Services, Anaheim, California

Having worked with the City of Anaheim since 1996, Group Delta recently completed several road reconstruction and utilities improvements for the City of Anaheim. Services provided for these projects consisted of testing utility trench backfill, subgrade soils and aggregate base rock, asphalt concrete, PCC pavement, and batch plant inspections.

CONTACT: City of Anaheim, Rudy Emami, Capital Programs Manager; 200 Anaheim Blvd., Suite 276, Anaheim, CA 92805; Phone: (714) 765-5065, E-mail: remami@anaheim.net | **DATES OF SERVICE PERFORMED:** 1996 - On-going

Understanding and Technical Approach

The approach to work and the personnel assigned to the project will depend on the type of project(s). We have credentialed Professional Engineers (PE), Geotechnical Engineers (GE), Professional Geologists (PG), Certified Engineering Geologist (CEG) to provide oversight of projects and respective tasks. Based on our work for other cities, we anticipate the following types of projects may require soils and geotechnical engineering support:

- Pavement rehab and new pavements due to widening of existing or construction of new roadways
- Pipelines for sewer, storm drain, water, and other utilities
- Parks and Trails
- Buildings such as community centers, libraries, and other public buildings
- Seismic retrofit of buildings / bridges
- Slope failures and slope stabilization
- Bridge widening, improvements, and new bridges
- Pedestrian bridges
- Light rail, infrastructure, busways, stations etc.
- Construction phase support including soil and concrete testing, deputy inspectors, pile driving inspection, shoring inspection, foundation inspection, etc.

Geotechnical investigations and design work outlined in the Soils and Geotechnical Engineering Scope of Work in the RFP will generally be performed in the following steps:

- Define scope, cost, and schedule with the City's Project Manager
- Review existing data/reports, perform site reconnaissance, and develop scope of field investigation
- Schedule field investigation, drillers, cone penetration rigs, geologic mapping / trenching, seismic velocity measurements, mark boring / CPT locations, inform DIG Alert, and clear utilities
- Perform field investigation
- Assign laboratory testing and perform laboratory testing
- Review all field and laboratory data and develop generalized soil profiles and geologic cross-sections
- Identify the presence of soft, expansive, compressible, collapsible, liquefaction susceptible, or otherwise difficult soil conditions and develop remediation plan, if any of the identified soils are present
- Perform required analyses for bearing capacity, settlement, pile foundations for axial and lateral capacity, slope stability, retaining wall design, pavement design etc. depending on the type of project
- Develop a draft report for review by the City
- Develop final report incorporating any review comments from the City, project Structural Engineer, or other reviewers such as Caltrans, County, or other agencies

Material testing and observation to provide inspection services during construction as requested in the Soils Engineering Scope of Work in the RFP will generally be performed in the following steps:

- Define scope, cost, and schedule with the City's Project Manager
- Field Service Manager will assign appropriate certified field personnel based on a projects' need, considering that our technicians hold the following certifications: Caltrans Certified (materials testing, soils testing and nuclear gauge), ACI Certified Concrete, American Welding Society Certified, Certified Welding Inspector, and City of LA Deputy Inspector.
- Dispatch services will be provided by Group Delta to aid in direct scheduling needs of Site Project Managers to request field observation and testing services as needed
- Daily field records will be produced documenting all observation and testing work performed for any plant inspection or site visit
- Assign laboratory testing and perform laboratory testing, as needed for quality control
- If any adverse construction issues are encountered, the Group Delta PE in responsible charge will be notified by the field staff to coordinate and develop any remediation plan with the City's representative
- Develop certification memorandums reviewed and sealed by a PE as needed, such as compaction reports for building grading pads

Group Delta will be readily available for plan check reviews and emergency services. Group Delta has a long history

of working on the owner's side to review design submittals and construction activities for compliance with applicable guidelines. Group Delta will immediately staff any emergency response request as we recognize that often a hazard should first be contained to protect property and life. Then our team would help the City develop an action plan to help determine if remedial measure, monitoring or no further action is required to address the hazard.

We understand that in general, the scope of work includes soils and geotechnical engineering services for City of Laguna Hills administered projects. We have set up an organizational structure that can quickly respond to the City's needs. The work may consist of geotechnical investigation for buildings, streets, sewers, storm drains, bridges, storm damage, landslide stabilization, groundwater evaluation, contamination studies, hazardous material characterization, treatment and disposal, and seismic retrofit. We have extensive experience in providing a full range of geotechnical and environmental services plus providing deputy inspectors and testing during construction. We also maintain an in-house Caltrans certified geotechnical and materials testing laboratory.

Group Delta also has in-house AutoCAD capabilities and can prepare logs of borings to complete plans and specifications for the projects.

Due to our more than 32 years of experience in the Orange County/Los Angeles area, and familiarity with the soil conditions, we can start immediately on any project. Based on the RFP and discussion with the City staff, a detailed scope of work and cost estimate will be submitted to the City for approval. Each project is divided into various tasks such as review of data, drilling and field operations, laboratory testing, analyses, and report preparation.

Additional Services

Group Delta has an environmental team that consists of highly skilled environmental engineers, geologists, industrial hygienists, scientists, technicians, and support personnel specialized in their respective fields. Through a high level of involvement from our principals and senior management and their commitment to developing innovative cost saving solutions has resulted in repeat business and strong client relations with other Cities. Group Delta's environmental team has repeatedly provided value-added services resulting in significant savings for Cities on linear improvements. With improved analytical approaches compared to our competitors, Group Delta has been able to help municipalities avoid removal of mischaracterized contaminated soils along roadways and bike paths.

Group Delta environmental team can provide a wide range of services including initial environmental site assessments (ESA), Phase II site investigations, Phase III Site Remediation, hazardous material management and industrial hygiene, abatement and remediation monitoring services, technical abatement specifications and construction environmental compliance.

If the City has any environmental concerns, Group Delta would discuss options with the City's Project Manager and then define an appropriate scope, cost and schedule. Group Delta's Project Manager would provide the appropriate staff to hold a productive pre-proposal meeting, if needed, to discuss various options for any environmental services requested.

Management Systems

Group Delta has a successful record of staffing, scheduling and budgeting projects. We pride ourselves on our long-standing reputation for delivering high quality projects within schedule and budget, provided by our highly skilled professionals. A key component of our effective project delivery is the regular use of a series of project control tools, procedures and methods as a basis for planning, scheduling, monitoring of the scope and budget, document control, cost estimating, and accommodating project variables or changes. Our project controls are not only tracking tools (i.e. Microsoft Project and Deltek Vision), but also effective management activities. These management activities include, but are not limited to:

Management Activities

- Effective staff supervision and communication
- Continuity of staff assignments
- Emphasis on proactive communication with clients and contractors
- Quick response to scheduling needs and changes
- Regular team meetings and quick resolution of issues/action items
- Regular communication between field staff and project manager
- Efficient cross-checking between in-house disciplines
- Project Accountant assigned to each project for invoicing and budget tracking

Management Tools

- Setup of a detailed project schedule at the initiation of work utilizing Microsoft Project, Vertex42 or other preferred method
- Schedule tracking of critical path items and requests for information or submittal reviews
- Progress tracking of billed effort, work in progress, and remaining budget
- Resource tracking to forecast needs to meet project manpower requirements
- Cash flow tracking in Vision to track actual costs versus budgeted costs
- Project cost estimate maintained to have up-to-date project data
- We use these management activities and tools, along with our vast project experience, to accurately account for project requirements, demands, and challenges to ensure the project stays on track and within budget for our clients.
- We have hand-selected an experienced staff who are available, committed, and exceptionally skilled to meet and exceed the needs and expectations of the City of Laguna Hills for this contract

Project Controls

Schedule Controls

Group Delta approaches all projects with a commitment to address each client's needs in an efficient and timely manner.

Upon receipt of a request for our services, we will prepare a proposal describing our understanding of the project and outlining a scope of work, schedule and fee. Our scope of work will be tailored to the specific project requirements, including the project schedule and budgets. As appropriate, we will meet/discuss with the City Project Manager to review the project needs before preparing the proposal.

For each project, our Project Manager will form a project team based on the technical expertise required. Before starting a project, an internal pre-project kick-off meeting will be held with our team to review the project requirements, our proposal and individual assignments, and to assess the task budgets and schedule. Any changes or modifications associated with project schedule or objectives will be communicated to the City immediately ensuring that a collaborative approach is maintained.

Budget Controls

Group Delta employs integrated budget tracking software that allows for weekly billing/timesheet tracking to maintain project budgets.

Our extensive public works project experience enables us to generate accurate and cost-effective estimates that are utilized proficiently to provide results in a timely manner within budget.

Quality Assurance Program

Group Delta assures its high quality of professional services through its Design Quality Control Plan (DQCP) which was prepared for major public sector projects and the plan guidelines are followed for smaller projects. This plan will be modified as necessary to conform with the City's Quality Assurance Plan (QAP). The following are the key items in the quality assurance program:

- Develop scope and schedule with due regard to the needs of the project;
- Assign staff which is most experienced in the type of project under consideration to minimize the "learning curve";
- Review field investigation and laboratory testing programs by senior engineers before starting the work;
- Check all laboratory test results and engineering analyses and software for accuracy and applicability to the problems; and
- Review completed report(s) or plans by Principal level person with at least 25 years' experience not connected with the project for reasonableness, accuracy, constructability, and conformance to project requirements.

The Project Manager regularly conducts progress reviews. This ongoing review process ensures that each team member's work is accurate, appropriate, and timely. Complete quality control is assured through our peer review/quality control process.

Project Schedule

Group Delta is committed to meeting the schedule needs of the City on any upcoming project and will be established based on the project's needs. The primary constraint in the schedule of a geotechnical project is field investigation. The field operations of geologic mapping, trenching, drilling and sampling, cone penetration and seismic testing are identified, subcontractors selected, and field operations are scheduled. Special attention is paid to lead time in obtaining required permits, utility clearance, USA Dig Alert notification, traffic control, etc. Group Delta works with multiple drillers and CPT operators so that appropriate firm(s) can be selected to meet the project schedule. As the soil samples are obtained from the field, laboratory testing is assigned and scheduled.

Group Delta is familiar with the permitting process from Caltrans and other City/County agencies and will allocate appropriate time for obtaining the permits. If project delays are due to availability of drilling or CPT rigs, Group Delta will utilize available rigs with longer mobilization or schedule weekend work to complete the field work on time. If the delay is due to in-house laboratory work load, Group Delta will utilize additional in-house laboratory technicians to complete the work on time. These costs will be absorbed by Group Delta and the project will be brought back on track at no extra cost to the City. Group Delta has extensively used Cone Penetration Tests in conjunction with the borings because the cone penetration tests provide the following advantages:

- Results are available immediately after the test and, if schedule is critical, they can be used to make decisions regarding foundation design without waiting for the confirmatory laboratory test results;
- CPT provides continuous profile of the soil stratigraphy while thin layers of soil can be missed by borings and sampling at 5-foot intervals; and
- CPT results provide quick access to insitu strength and compressibility and liquefaction potential. CPT can resemble a mini pile load test and CPT data are much more useful in pile design than boring and laboratory data.

Once the field and laboratory work is completed, the potential for delay in developing the geotechnical recommendations is minimal since Group Delta has complete control of assignment of staff to complete the required analyses and report. Specific project schedules will be provided for each task order request.

Overview

The cornerstone to our Project Management Approach is communication: with you, the client; with the internal team and subconsultants; with oversight agencies, such as Caltrans and FHWA; and with the local community. We believe a project will succeed only when all of those communication avenues and resources are actively engaged. Brief highlights of our initial approach and keys to our success are outlined here with the common theme being communication:

- Meeting with the City of Laguna Hills Project Manager and team to understand the goals and objectives of the task order. This understanding allows us to properly scope the task order in an expeditious manner.
- With a clear understanding of the scope, our Project Manager, Dr. Givens, will assign tasks to our service leads and the appropriate task team from our organization chart, who are available to respond based upon the scope, schedule, and expertise needed. A resource list will be provided to the City for each project and as part of the scope submittal.
- Assemble the key staff members and hold a scoping session whereby the experienced, key staff members participate in a brainstorming to achieve a complete picture of the requirements.
- Utilize checklists and “lessons learned” from previous projects and experiences.
- Regular communication and meetings will occur; from face-to-face individual meetings to entire project team meetings.

Internal Communication

When coordinating project tasks, the key is to establish regular ongoing communication with regularly scheduled internal review meetings. Initially these meetings will be used to identify issues, concerns, items requiring coordination, and information needed from a team member for another member to complete their part. This will facilitate designs that consider other discipline needs.

One of the key responsibilities of the Project Manager is to ensure that these project meetings are held and that there is a working list of issues carried forward.

All the team members must be kept informed about possible changes in the design, so an immediate assessment of the change is analyzed, and the team members determine the repercussions and solutions to avoid conflicts.

Part of the communication process is also the sharing of files and information so that each team member has access to the latest versions of all work. To that end, we will utilize filesharing as much as possible, as well as regularly distributed meeting minutes/ All members of the team will have the ability to access the project, upload and download files, and see project announcements.

External Communication (with the City of Laguna Hills)

Ideally, the Group Delta team will act as an effective extension of staff for the City of Laguna Hills, with an understanding of project needs and a sound approach.

We recognize that whether assigned tasks, large or small, or by integrating our staff into the City of Laguna Hills teams, we are part of a large local team working towards common goals.

We will always be good communicators. We will be contributors, not only in our sound, daily effort, but in our innovations, alternatives and idea sharing.

We will utilize our experience and knowledge of the local agency processes, procedures, people, and management, to effectively perform within the local framework.

We will create comment/response log forms to document every agency review.



GROUDEL-01

GOMEZB

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/21/2020

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 License # 0E67768 IOA Insurance Services 4370 La Jolla Village Drive Suite 600 San Diego, CA 92122	CONTACT NAME: Ali Smith PHONE (A/C, No, Ext): (619) 788-5795 50206 FAX (A/C, No): (619) 574-6288 E-MAIL ADDRESS: Ali.Smith@ioausa.com														
INSURED Group Delta Consultants, Inc. 32 Mauchly, Suite B Irvine, CA 92618	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Starr Surplus Lines Insurance Company</td> <td>13604</td> </tr> <tr> <td>INSURER B : RLI Insurance Company</td> <td>13056</td> </tr> <tr> <td>INSURER C : Lexington Insurance Company</td> <td>19437</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> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Starr Surplus Lines Insurance Company	13604	INSURER B : RLI Insurance Company	13056	INSURER C : Lexington Insurance Company	19437	INSURER D :		INSURER E :		INSURER F :	
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COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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 CERTIFICATION 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	X	X	1000066094201	2/4/2020	2/4/2021	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	☒ Indep Consul/BFPD						MED EXP (Any one person) \$ 5,000
	☒ Contractual Liab/XCU						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	☐ POLICY ☒ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						POLLUTION LIAB \$ 1,000,000
B	☒ AUTOMOBILE LIABILITY	X	X	PSA0001394	2/4/2020	2/4/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO OWNED AUTOS ONLY						BODILY INJURY (Per person) \$
	☐ SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	☒ HIRED AUTOS ONLY Comp.: \$500						PROPERTY DAMAGE (Per accident) \$
	☒ NON-OWNED AUTOS ONLY Coll.: \$500						
A	☒ UMBRELLA LIAB			1000336834201	2/4/2020	2/4/2021	EACH OCCURRENCE \$ 10,000,000
	☒ EXCESS LIAB						AGGREGATE \$ 10,000,000
	DED ☐ RETENTION \$ ☐						
B	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	X	PSW0001750	2/4/2020	2/4/2021	☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Prof Liab/Cims Made			035713711	2/4/2020	2/4/2021	Per Claim 3,000,000
C	Ded.: \$50k Per Claim			035713711	2/4/2020	2/4/2021	Aggregate 5,000,000

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

CERTIFICATE HOLDER

CANCELLATION

FOR YOUR REFERENCE ONLY ACORD 25 (2016/03)	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 <i>T. Kelly Howell</i>
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City of Laguna Hills
RFP ON-CALL SOILS ENGINEERING CONSULTING SERVICES

ATTACHMENT 3

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

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

- A) No elected or appointed official, officer, or employee of the City has been or shall be compensated, directly or indirectly, in connection with this proposal or for any work connected with this proposal; should any agreement be approved in connection with this Request for Proposals ("Agreement") no elected or appointed official, officer, or employee of the City, during the term of his/her service with the City, shall have any direct or indirect financial interest in the Agreement, or obtain any present, anticipated, or future financial interest or other material benefit arising therefrom;
- B) No elected or appointed official, officer, or employee of the City shall have any financial interest, direct or indirect, in the Agreement nor shall any such official, officer, or employee participate in any decision relating to the Agreement which effects his/her personal financial interest or the financial interest of any corporation, partnership, or association in which they are, directly or indirectly, interested in violation of state law;
- C) The Proposer and its principals do not have now, nor shall it acquire any financial or business interest that would conflict with the performance of services under the Agreement;
- D) Proposer does not and will not discriminate against any employee or applicant for employment because of race, religion, gender, color, national origin, sexual orientation, ancestry, marital status, physical condition, pregnancy or pregnancy related conditions, political affiliation or opinion, age or medical condition;
- E) By submitting the response to this request, Proposer agrees, if selected, to furnish services to the City in accordance with this RFP;
- F) Proposer has carefully reviewed its proposal and understands and agrees that the City is not responsible for any errors or omissions on the part of the Proposer and that the Proposer is responsible for them;
- G) It is understood and agreed that the City reserves the right to accept or reject any or all proposals and to waive any informality or irregularity in any proposal received by the City;

City of Laguna Hills
RFP ON-CALL SOILS ENGINEERING CONSULTING SERVICES

- H) The proposal response includes all of the commentary, figures and data required by this Request for Proposal.
- I) The proposal shall be valid for 180 days from April 16, 2020.

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 16 day of April, 2020, at Irvine, California.

Name of Proposer: Group Delta Consultants, Inc.

By: 
(Authorized Signature)

Type Name: Michael Givens

Title: Orange County Area Geotechnical Manager/Associate Engineer

Date: April 16, 2020

City of Laguna Hills
RFP ON-CALL SOILS ENGINEERING CONSULTING SERVICES

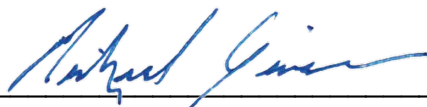
ATTACHMENT 1

NON-COLLUSION AFFIDAVIT

The undersigned represents and certifies that:

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

I declare under penalty of perjury pursuant to the laws of the State of California and the United States that the foregoing facts are true and correct. Executed this 16 day of April, 2020, at Irvine, California.



Signature of Authorized Representative

Michael Givens

Name of Authorized Representative

Orange County Area Geotechnical Manager/Associate Engineer

Title of Authorized Representative

Attachment: Proposed Agreement with Group Delta Consultants, Inc. (2143 : Agreement for On-Call Geotechnical Services)

City of Laguna Hills
RFP ON-CALL SOILS ENGINEERING CONSULTING SERVICES

ATTACHMENT 2

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

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

Consultant: Group Delta Consultants, Inc.
Name (Please Print or Type)

By:  Orange County Area Geotechnical Manager/Associate Engineer
Consultant's Signature & Title

Date: April 16, 2020

This executed form must be submitted with proposal.



CITY OF LAGUNA HILLS

April 3, 2020

To all Proposers:

SUBJECT: ADDENDUM NO. 1 TO REQUEST FOR PROPOSALS (RFP) FOR ON-CALL SOILS ENGINEERING, GEOTECHNICAL ENGINEERING AND SUPPORT SERVICES

Please take note of the following modifications to the subject RFP. Please acknowledge this Addendum No. 1 and include a counter-signed copy in your Proposal.

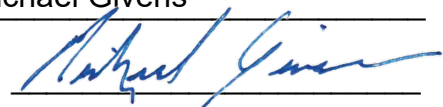
1. Section 1. C. **"Instructions to Proposers and Procedures for Submittal"** and Section 2. **"PROPOSAL RESPONSE REQUIREMENTS"** are changed. Proposer shall submit one electronic copy of their Proposal, as one file, and one electronic copy of their Fee, as a second file, each clearly labeled, to Kenneth Rosenfield at this email address Krosenfield@lagunahillsca.gov by the due date and time as stated in the RFP. The electronic copy shall not exceed 20 MB and shall still comply with all other submission requirements identified in the RFP. Proposer remains solely responsible to confirm the City's receipt of the email submission by the due date and time. In addition, Proposer shall mail, by USPS, one original wet signed Proposal, one original wet signed Fee and one flash drive, post marked by the due date, to the address of record in the RFP. Copies of the Proposal are no longer required.
2. In-person interviews shall not be held. Interviews shall be held in the form of a video conference. Consultants selected for an interview shall provide a video link for the interview at their sole cost at the time and date specified by the City.
3. By issuance of this Addendum No. 1, there are no other changes to the RFP.

Sincerely,

Kenneth H. Rosenfield, P.E.
Assistant City Manager/Public Services Director

Receipt acknowledged:

By: Michael Givens

Name: 

Firm: Group Delta Consultants, Inc.



Kenneth Rosenfield, Assistant City Manager/Public Services Director
24035 El Toro Road
Laguna Hills, California 92653

April 16, 2020
Group Delta Proposal No. IR20-019

**Subject: City of Laguna Hills On-Call Soils Engineering, Geotechnical Engineering and Support Services
Group Delta's Schedule of Compensation/Fees**

Dear Mr. Rosenfield,

Group Delta Consultants, Inc. (Group Delta) is pleased to present our schedule of compensation/fees to the City of Laguna Hills in response to Section V of the Request for Proposal for the on-call soils engineering, geotechnical engineering and support services. This is a supplemental submittal containing our reduced fee schedule for the City of Laguna Hills and example fee proposals of representative tasks to support our proposal.

Introduction

Group Delta has a successful record of staffing, scheduling and budgeting on-call projects for Cities. We pride ourselves on our long-standing reputation for delivering high quality projects within schedule and budget, provided by our highly skilled professionals. We also have a large network of qualified subconsultants that we collaborate with to achieve competitive pricing and meet schedule needs for services not offered in-house, such as drilling, cone penetration testing, traffic control, geophysical testing, waste disposal and hydrovac to name a few.

Due to the close proximity of our office to Laguna Hills and our expertise in the types of services needed, we have providing a discounted schedule of fee that is attached. The rate schedule provides a detailed cost associated with our staff categories, laboratory testing rates, field rates and travel costs

Below are sample fee proposals for work previously completed by Group Delta that were performed under on-call services agreements for other local Cities. The example fee proposals are provided to represent a few services identified in the RFP Scope of Work categories of Soils Engineering Services and Geotechnical Engineering Services. These are just a few representative examples of projects that Group Delta was awarded and are not considered to be a complete list of our capacities or experience.

Soils Engineering Fee Proposal Examples

Pavement Rehabilitation Example

Group Delta reviewed a Request for Proposal (RFP) that was looking for a firm to determine the existing condition of structural sections and to provide recommendations for pavement section reconstruction, hot-mix-asphalt concrete (HMA) grind and overlay, and full-depth reclamation (FDR) of several streets located in a 0.5-mile by 0.5-mile area near residential and commercial buildings. Group Delta proposed work included the following:

- Perform a visual inspection of pavement including obtaining detailed photographs of the streets;
- Perform geotechnical exploration consisting of 16 truck-mounted hollow-stem auger borings to a depth of about 5 feet below ground surface to determine existing pavement section and obtain soil samples;

- Perform appropriate laboratory soils testing program to determine soil classification, field densities, R-value, other index properties of the soils, and unconfined compression testing of variable soil-cement ratios (for cement stabilized pulverized base (CAPB) design specifications); and
- Prepared an appropriately illustrated report summarizing our findings, conclusions and geotechnical recommendations, including inclusion of a standard specification for the application of CSPB.

Group Delta was the City's point of contact and managed the overall budget and schedule for the project. Group Delta selected and managed subcontractors to perform the drilling, traffic control, and geophysical utility location to clear the utility locations. Group Delta provided a detailed scope of work, schedule, and a not-to-exceed fee based on previously agreed upon terms and conditions of the on-call service agreement. The not-to-exceed fee schedule for this work is presented in Table 1.

Geotechnical Observation, Deputy Inspection and Testing Example

Group Delta provided a proposal for geotechnical observation, deputy and special inspection and testing services for construction of seven-story concrete masonry unit (CMU)-block buildings for a City's fire department. The improvements included site work and new construction. Site work included demolition, grading, storm water runoff improvements, utility extensions, repaving and landscaping. New construction included seven-story buildings with concrete floors, steel pan stairs and burn areas. Group Delta's proposed scope included the following:

- Site visit performed to evaluate areas of proposed construction;
- Group Delta Project Engineer / Manager attendance at all Meetings and/or Progress Meetings as requested by the Client;
- Review of Contractor material submittals for compliance with project plans and specifications, such as mix designs and contractor Quality Control Plans;
- Experienced Group Delta Field Technicians provide observation and evaluation of contractor's activities;
- GDC Field Technicians perform field compaction testing of site grading, trench backfill, and AC Paving (if needed) throughout the site using properly calibrated Nuclear Gauges in accordance with ASTM D-2922. Field results will be communicated to the Contractor as soon as they are available. Areas failing to meet required compaction will immediately be identified. These areas will then require reworking and/or additional compactive effort. Retesting will be performed on the reworked areas until required compaction has been achieved;
- Group Delta provided Certified ACI Field Technicians to perform sampling during placement of concrete. Experienced Group Delta ACI Technicians will monitor mixing time, material temperature, and test for slump as required in the Special Provisions. Group Delta ACI Technicians will verify placement of Approved Mix Designs and fabricate compressive strength samples to be tested in out laboratory;
- Inspection and Testing of Structural Concrete per Specifications;
- Inspection and Testing of Structural Masonry per Specifications;
- Inspection of Structural Steel Welding and Bolting per Specifications;

- Review of field conditions and laboratory test results by California Registered Civil Engineer (PE);
- Certified ACI Strength Testing Technicians perform laboratory compression strength testing of concrete sampled during placement;
- Construction materials tested in our laboratory to ensure compliance with project plans and specifications; and
- Preparation of a Final Report detailing field procedures, field and laboratory test results.

The cost estimate provided in Table 2 was developed for two buildings based on correspondence with City personnel, review of the project plans and specifications, and benchmarking resourcing to the provided schedule. The contractor has the ultimate responsibility to perform the work within the project schedule. The final budget associated with observation/inspection and testing largely depends on factors including actual construction schedule requiring inspections, construction delays, and change in contractor's schedule, weather conditions, failed tests, and additional meetings/site visits. Group Delta Project Manager monitors the number of hours required for Group Delta's personnel performed for each task and compares with the project schedule. If any variations are observed the Project Manager will coordinate with the City's Project Manager to determine best path forward.

Geotechnical Engineering Fee Proposal Examples

Geotechnical Investigation Services for Proposed Fire Station Example

Group Delta provided a proposal for geotechnical investigation services for a planned fire station at a City site that was approximately 0.91-acres in size. Our field and laboratory program to support the geotechnical design consisted of drilling the following:

- Five (5) hollow-stem auger borings using a truck mounted drill rig: One (1) boring to maximum depth of 80 feet below ground surface (bgs) or refusal [in the proposed footprint of the fire station]; and four (4) shallow borings to maximum depths of 20 feet to 30 feet bgs or refusal;
- Conduct infiltration testing by performing one falling head percolation test at a select boring location. The infiltration testing is performed following the Orange County Technical Guidelines for the Water Quality Management Plan (WQMP); and
- Laboratory testing performed in-house included moisture/density, sieve analysis, Atterberg limits, direct shear, consolidation, expansion index, corrosivity and R-value.

The results of our engineering evaluations are presented in a geotechnical report. The report contains a project and site description, discussions of the geologic and seismic setting and seismic hazards, evaluation of infiltration rates, and recommendation pertaining to the design and construction of the proposed project. The report addresses the following items:

- Existing subsurface and groundwater conditions and its impact on construction;
- Geologic and seismic hazards including liquefaction
- Seismic Design Parameters for 2016 CBC;
- Design and construction issues related to the excavations;
- Foundation recommendations for bearing capacity and settlement of spread footings;
- Design recommendations for retaining walls;
- Utility trench recommendations; and

- Soil corrosivity with respect to concrete and metals.

The fee estimate is provided in Table 3 and was developed in accordance with our agreement with the City.

Additional Services Fee Proposal Examples

Environmental Analysis and Mitigation Plan for Bicycle and Pedestrian Trail Project Example

Group Delta provided a proposal for environmental analysis and mitigation plan services for addressing arsenic-contaminated soil and potentially hazardous materials/waste within a 3,725-foot extension of a 40-foot wide bicycle and pedestrian trail. Construction of an 800-foot long pilot trail revealed arsenic impacts to soil varied with location and depth. During our site visit for development of our proposal no direct evidence of suspect materials, and we outlined potential sources, which were limited for arsenic-contamination. The scope of work included three tasks:

- Prepare a work plan to characterize the site that included 16 sampling locations at 0.5 feet, 1.5 feet and 3 feet below ground surface and targeted testing for arsenic using EPA Methods for organochlorine pesticides, organophosphorus pesticides, and petroleum hydrocarbons;
- Review and evaluation of the analytical results from the field program to statistically assess the overall trends in contaminant distribution and compare to USEPA hazardous waste screening criteria; and
- Prepare a report documenting our findings and provide a hazardous material mitigation plan;

The fee estimate is provided in Table 4 and was developed as not-to-exceed in accordance with the on-call agreement. Project construction quality assurance support can be provided on an as-requested basis to provide technical direction to the construction contractor regarding implementation of the mitigation plan/soil management plan and to confirm protocols of the mitigation plan are being followed. Group Delta would be happy to provide a not-to-exceed budget for construction phase services.

Conclusion

We look forward to being one of your geotechnical consultants. Thank you for the opportunity to submit this schedule of compensation/fees for consideration.

Sincerely,
Group Delta Consultants, Inc.



Michael Givens, PhD, PE, GE, PG | Orange County Area Geotechnical Manager/Associate Engineer



Group Delta Consultants, Inc.
Prevailing Wage and Laboratory Testing Schedule of Fees
Laguna Hills (Discount Rate)
HOURLY CHARGES FOR PERSONNEL

HOURLY CHARGES FOR PERSONNEL
(Engineer/Geologist/Scientist)

STAFF	\$120
SENIOR STAFF	\$155
PROJECT	\$165
SENIOR	\$180
ASSOCIATE	\$205
PRINCIPAL	\$220
DESIGNER / ILLUSTRATOR / AUTOCAD	\$90
TECHNICAL / PROJECT SUPPORT / ADMIN	\$72

TESTING & INSPECTION SERVICES

PROJECT MANAGER	\$200
QUALITY CONTROL MANAGER	\$149
LABORATORY MANAGER	\$126
SENIOR ENVIRONMENTAL TECHNICIAN	\$126
ENVIRONMENTAL TECHNICIAN	\$90
TECHNICIAN / INSPECTOR – NON-PREVAILING WAGE	\$90
TECHNICIAN / INSPECTOR – PREVAILING WAGE	\$117
UT/MT NON-DESTRUCTIVE TESTING TECHNICIAN	
NON-PREVAILING WAGE	\$100
UT/MT NON-DESTRUCTIVE TESTING TECHNICIAN –	
PREVAILING WAGE	\$135
AWS/CWI SPECIAL INSPECTOR – NON-PREVAILING WAGE AWS/	\$90
CWI SPECIAL INSPECTOR – PREVAILING WAGE TECHNICIAN /	\$117
LABORATORY TESTING – NON-PREVAILING WAGE SAMPLE	\$90
PICKUP – NON-PREVAILING WAGE	\$90
TILE/BRICK SHEAR TESTING, TWO MAN CREW	\$375
TILE/SUBSTRATE PULL TESTING, TWO MAN CREW	\$275
CORING	\$300
FIREPROOFING ADHESION TESTING	\$110
PACHOMETER SURVEY	\$225
TORQUE/PULL TESTING OF ANCHORS & BOLTS	\$130
REBAR/STRAND TAG & SAMPLE	\$130

BASIS OF CHARGES

Minimum Charges (Field Services)

2-Hour Minimum:	Show-Up Cancellation, no work performed
4-Hour Minimum:	1-4 hours of work performed
8-Hour Minimum:	over 4 hours of work performed

Group Delta Consultants, Inc.

Prevailing Wage Schedule of Fees 2020

Regular Time

The first 8 hours worked Monday through Friday between 5:00 am and 5:00 pm. In the event that project related equipment is required to be transported to and from the project site, other than hand tools, the time required to do so shall be considered hours worked and will be billed as such.

Premium Charges

Shift Differential, shifts starting after 5:00 pm or before 5:00 am (requires 48 hr. notice): \$2/Hr. Additional
 Over 8 hrs. on weekdays, up to 8 hrs. on Saturdays: 1.5 x Hourly Rate
 Over 12 hrs. on weekdays, over 8 hrs. on Saturdays, Sunday, Holiday: 2.0 x Hourly Rate

Prevailing Wage Annual Increases

Prevailing Wage hourly rates will be increased in accordance with Department of Industrial Relations Prevailing Wage Determination guidelines as predetermined increases take effect.

Travel and Per Diem

Travel time will be charged at the base hourly rate of \$65. Multi-day projects requiring overnight accommodations will be subject to Daily Per Diem charge.

Mileage (per current IRS rate): \$0.58/mile
 Per Diem (meals/lodging) \$150/day

Pickups

Sample pickups occurring after hours or on weekends to comply with ASTM standards (required to be transported to the final curing location within 48 hours of casting) may be subject to premium charges (overtime).

Rush Charges For Laboratory Services

Expedited turnaround is available for some tests at the following premiums above list price.

Same day service 100% based on availability
 1 day turnaround 80%
 2 day turnaround 60%
 3 day turnaround 40%
 4 day turnaround 25%

Charges for Subcontracted Services

Outside Services/Subconsultants/Subcontractors: Cost Plus 15%

Reimbursable Expenses

Parking, air fare, car rental, food and lodging, etc.: Cost Plus 15%

Equipment/Supply Charges

Refraction Seismograph \$2,000/day
 Inclinometer Monitor Quote
 Hazardous Gas Safety Monitor \$25/hr.
 Pneumatic Piezometer/Settlement Monitor Quote
 Photo Ionization Detector \$35/hr.
 Mil Thickness Gauge \$20/hr.
 Nuclear Density Gauge \$5/hr.
 Skidmore \$150/day
 Moisture Vapor Emission Test Kit \$65/ea.

Group Delta Consultants, Inc.

Prevailing Wage Schedule of Fees 2020

LABORATORY TESTING (unit cost)

SOIL AND ROCK TESTS

CLASSIFICATION AND INDEX TESTS:

Atterberg Limits, Plasticity Index (ASTM D4318)	\$182
Non Plastic	\$127
Moisture Content (ASTM D2216)	\$30
Sieve Analysis % Passing #200 Sieve (ASTM D1140)	\$66
Sieve Analysis w/o Hydrometer (ASTM D422)	\$120
Sieve Analysis w/ Hydrometer (ASTM D422)	\$210
pH of Soil (CTM 643)	\$50
Soil Resistivity (CTM 643)	\$99
Soluble Sulfate (CTM 417)	\$50
Soil Chloride Content (CTM 422)	\$72
Corrosivity Series; Sulfate, Chloride, pH, Resistivity (CTM643, 417, 422)	\$270
Specific Gravity of Soil (ASTM D854)	\$132
Unit Weight/Moisture Content, wax (ASTM D2937)	\$50
Unit Weight/Moisture Content, Shelby tube (ASTM D2937)	\$55
Unit Weight/Moisture Content, ring sample (ASTM D2937)	\$28

STRENGTH TESTS:

Direct Shear, Residual (ASTM D3080)	\$800
Direct Shear, Consolidated (ASTM D3080)	\$265
Direct Shear, Consolidated (ASTM D3080), Remolded	\$330
R-Value, (ASTM D2844, CTM 301)	\$330
R-Value, Lime Treated in Lab (ASTM D2844, CTM 301)	\$390
R-Value, Aggregate Base (ASTM D2844, CTM 301)	\$375
R-Value, (less than 5) (ASTM 2844, CT 301)	\$125
California Bearing Ratio (D1883)	\$800
Torsional Ring Shear (ASTM D7608)	\$780
Vane Shear Test (ASTM D4648)	\$50
Unconfined Compression (ASTM D2166)	\$176

VOLUMETRIC CHANGE:

Consolidation Test (ASTM D2435), w/o time rate	\$292
Consolidation Test (ASTM D2435), w/ time rate	\$385
Consolidation Test (ASTM D2435), single point	\$160
Free Swell	\$245
Double Oedometer	\$430
Expansion Index (ASTM D4829)	\$99
Response to Wetting (ASTM D4546)	\$116
Soil Suction (ASTM D5298)	Quote

PERMEABILITY:

Permeability of Granular Soil (ASTM D2434)	Quote
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SOIL AND ROCK TESTS

COMPACTION:

Maximum Density and Optimum Moisture (ASTM D1557)	
4" Mold	\$220
4" with rock correction	\$235
6" Mold	\$250
6" with rock correction	\$265
Maximum Density Check Point (ASTM D1557)	\$66
Moisture Density of Soil-Cement Mixtures (ASTM D558)	Quote
California Impact Compaction, test only (CTM 216)	\$220

AGGREGATE/SUBGRADE:

Abrasion Test (ASTM C131/C535)	
100 and 500 Revs	\$275
500 & 1000 Revs	\$303
200 and 1000 Rev	\$303
500 revs only	\$138
1000 revs only	\$165
Clay Lumps/Friable Particles (ASTM C142)	\$132
Durability Index, Coarse (ASTM D3744/CTM229)	\$149
Durability Index, Fine (ASTM D3744/CTM229)	\$127
Durability Index, Coarse & Fine (ASTM D3744/CTM229)	\$275
Organic Impurities (ASTM C40)	\$88
Percent Fractured Aggregate (ASTM D5821) per sieve size	\$33
Fine Aggregate Angularity (ASTM C1252)	\$180
Sand Equivalent (ASTM D2419)	\$115
Sieve Analysis (ASTM C136)	
fine aggregate	\$120
coarse aggregate	\$105
Specific Gravity and Absorption:	
fine aggregate (ASTM C128)	\$165
coarse aggregate (ASTM C127)	\$135
Sulfate Soundness (ASTM C88) per sieve size	\$150
Cleanliness Value (CTM 227)	\$145

Flat & Elongated Particles, (ASTM D4791) Per Screen Size	\$33
Unit Weight of Aggregate, loose/dry rod (ASTM C29)	\$90

SAMPLE PREPARATION

Sample preparation such as hand-cutting of samples, extraction from samplers, processing, and mixing of stabilized soils will be charged in addition to the individual test at the Engineering Technician hourly rate

Group Delta Consultants, Inc. Prevailing Wage Schedule of Fees 2020

LABORATORY TESTING, CONTINUED (unit cost)

CONSTRUCTION MATERIALS

ASPHALT CONCRETE:

Bulk Specific Gravity of Core,	
Coated (CTM 308, ASTM D1188)	\$83
Hveem Unit Weight (CTM 304/308), set of 3	\$295
Hveem Unit Weight (ASTM D2726), set of 2	\$235
Stabilometer /Hveem (ASTM1560, ASTM 2726) set of 2.....	\$335
Stabilometer /Hveem (CT 366) set of 3	\$360
Stabilometer Only, (CT 366) set of 3.....	\$297
Stabilometer Only, (ASTM D1560) set of 2	\$253
Bulk Sp. Gravity (Rice) (ASTM D2041).....	\$176
Bulk Sp. Gravity (Rice) (CT309)	\$88
Asphalt Concrete JMF Verification.....	Quote
Marshall Unit Weight (ASTM D1559), 3 plug average	\$281
Marshall Stability/Flow (ASTM D1560), set	\$290
Percent Bitumen (CTM 382)	\$138
Percent Bitumen & Gradation (CTM 382/202)	\$264
Film Stripping (CTM 302)	\$259
HMA Moisture Content (CTM 371).....	\$44
Ignition Oven Correction Factor	
Aggregate and oil	\$780
Ignition Oven Correction Factor	
Aggregate and oil w/ RAP	\$900
Hveem AC Mix Design.....	Quote
Marshall AC Mix Design	Quote
Tensile Strength Ratio (TSR).....	Quote

REINFORCED CONCRETE TESTS:

Compressive Strength, per cylinder (ASTM C39)	\$35
Compressive Strength, per core (ASTM C39/42)	\$72
Flexural Strength, 6x6x18 beam (ASTM C78).....	\$90
Compressive Strength, Shotcrete Panel,	
Set of 3 (ASTM C39/42).....	\$360
Compressive Strength of Shotcrete, per core.....	\$72
Removal of Shotcrete Cores, In Lab, each	\$80
Compressive Strength, Light Weight Concrete Fill	\$35
Compressive Strength, Soil Cement.....	\$44
Drying Shrinkage, 3 specimens, 28-day	\$413
Modulus of Elasticity (ASTM C469).....	\$248

CONSTRUCTION MATERIALS

REINFORCED CONCRETE TESTS: (cont.)

Tensile Strength, Splitting (ASTM C496)	\$100
Petrographic Analysis of Cementitious Mat.....	Quote
Cement Content Analysis of Conc. (ASTM C1084)	Quote
Coefficient of Thermal Expansion.	Quote
Concrete Trial Batch w/ lab testing.....	Quote

STRUCTURAL MASONRY:

Compressive Strength Prism, All Sizes, each.....	\$132
Compressive Strength of Masonry Block,	
Set of 3 (ASTM C140)	\$396
Linear Shrinkage of Masonry Blk., set of 3 (ASTM C426)	\$363
Shear Test of Masonry Cores, 6" (DSA).....	\$110
Compressive Strength of Masonry Cores, 6"	\$72
Dimensions of Masonry Block, Set of 3 (ASTM C140)	\$60
Absorption of Masonry Block (ASTM C140),	
Set of 3.....	\$138
Unit Weight of Masonry Block (ASTM C140),	
Set of 3.....	\$110
Moisture Content of Masonry Block (ASTM C140),	
Set of 3.....	\$110
Mortar Compressive Strength	
2x4, per cylinder (UBC STD 21-16)	\$45
Grout Compressive Strength	
2x2x2, per cube (ASTM C109)	\$39
3x3x6, per cube (UBC STD 21-18)	\$72
Brick Compressive Strength, 5 brick set (ASTM C67)	\$292
Brick Absorption Test (ASTM C67)	
5 or 24-hour submersion, 5 brick set	\$292
1, 2, or 5-hour boiling, 5 brick set	\$292
Efflorescence, Brick, 5 brick set (ASTM C67).....	\$290
Modulus of Rupture, 5 brick set (ASTM C67).....	\$209
Moisture As-Received, 5 brick set (ASTM C67)	\$180
Saturation Coefficient/Absorption, 5 brick set	
(requires 24 hr. Submersion and 5 hr. boil Absorption	
test prior to calculation)	\$143

Group Delta Consultants, Inc.
Prevailing Wage Schedule of Fees 2020

LABORATORY TESTING, CONTINUED
(unit cost)

CONSTRUCTION MATERIALS

STRUCTURAL STEEL:

High Strength Bolt Testing (ASTM F606)	
Hardness, bolt, washer, or nut, each	\$28
Bolt Wedge Tensile, each	\$83
Bolt Proof Load, each	\$60
Nut Proof Load, each	\$50
Bolt Assembly Test Series, Set of 3	\$780
Set-Up, if less than three bolts are submitted	\$80
Rebar, Tensile Test (ASTM A370)	
No. 3 bar to No. 14 bar	\$75
No. 18 bar	\$200
Rebar, Bend Test (ASTM A370)	\$63
Welded Rebar – Hoops (CTM 670)	\$75
Mechanically Spliced (CTM 670)	
No. 3 bar to No. 14 bar	\$100
No. 18 bar	\$200
Slippage Test in Addition to Tensile, each	\$75
Structural Steel, Tensile Test (ASTM A370)	
100k or less	\$85
101k-200k	\$105

STRUCTURAL STEEL: (cont.)

Structural Steel, Bend Test	\$75
Structural Steel, Pipe Flattening Test	\$66
Seven Wire Strand, Tensile/MOE (ASTM A416)	\$230
Seven Wire Strand, Tensile Only (ASTM A416)	\$155
Machining and Prep. of Structural Steel	Quote
Structural Steel Chemical Analysis	Quote
Skidmore Bolt Calibration, In Lab	\$170
Weld Procedure Qualification Test, Rebar	\$325
Welder Qualification Test, Rebar	\$175
Weld Procedure Qualification Test	\$375
Welder Qualification Test	Quote
Carbon Equivalent	\$150
Carbon Equivalent, Including Calculation	\$200
Macroetch Test of Welds	\$110
Nelson Stud Tensile (ASTM A370)	Quote
Charpy Impact Testing	Quote

FIREPROOFING:

Spray-Applied Fireproofing, Density (ASTM E605)	
Oven-Dry Method	\$60
Displacement Method	\$75

TABLE 1 - COST ESTIMATE EXAMPLE
Geotechnical Investigation
Local Street Pavement Investigation

Task No.	TASK DESCRIPTION	PERSONNEL HOURS										TOTALS				
		Principal	Associate	Senior	Project	Senior Staff	Staff	Lab Technician	Illustrator/Drafting	Clerical & Support Assistant	LABOR	EQUIPMENT/ MILEAGE	LABORATORY	SUB CONTRACTS	Total ODC's	TOTAL
	Hourly Rate (2020 Lagnua Hills Agreement)	\$220	\$205	\$180	\$165	\$155	\$120	\$90	\$90	\$72						
	TASK NAME															
	Geotechnical Services															
1	Review available information/permit					2					\$310					\$310
2	Coordination, Site Recon Investigation of Existing Conditions; Mark borings and Geophysics						6				\$720			\$1,680	\$1,680	\$2,400
4	Fieldwork (Drilling - 1 day Prevailing Wage)						10				\$1,200			\$4,000	\$4,000	\$5,200
5	Fieldwork (Traffic Control - 1 day Prevailing Wage)													\$900	\$900	\$900
6	Laboratory Testing					2		45			\$4,360					\$4,360
8	Data Reduction						6				\$720					\$720
9	Engineering Analyses				6						\$990					\$990
10	Geotechnical Investigation Report			4	10						\$2,470					\$2,470
	Total		4		16	4	22	45			\$10,770					\$17,350



TABLE 2 - COST ESTIMATE
Summary of Proposed Material Testing Services
City Fire Department - Training Facility

TASKS/ SERVICES	Days	Personnel	Estimated Units	Unit	Hourly Rate	Amount
Geotechnical Field Observation and Testing - Overall Project During Grading						
Soils Technician with Nuclear Gage		1	160	Hours	\$ 117.00	\$ 18,720.00
Estimated Total					\$	18,720.00
BUILDINGS A & B - Field and Lab						
Field Observation and Testing - Concrete						
Building A Tower Foundation						
Concrete Placement Inspection	3	1	0	Hours	\$ 117.00	\$ -
Reinforcing Steel Inspection	4	1	0	Hours	\$ 117.00	\$ -
Concrete Sampling by ACI Technician	3	1	0	Hours	\$ 117.00	\$ -
Level 1			0			
Concrete Placement Inspection	2	1	0	Hours	\$ 117.00	\$ -
Reinforcing Steel Inspection	2	1	0	Hours	\$ 117.00	\$ -
Concrete Sampling by ACI Technician	2	1	0	Hours	\$ 117.00	\$ -
Level 2			0			
Concrete Placement Inspection	2	1	5	Hours	\$ 117.00	\$ 617.76
Reinforcing Steel Inspection	2	1	17	Hours	\$ 117.00	\$ 1,946.88
Concrete Sampling by ACI Technician	2	1	0	Hours	\$ 117.00	\$ -
Level 3			0			
Concrete Placement Inspection	1	1	4	Hours	\$ 117.00	\$ 468.00
Reinforcing Steel Inspection	1	1	5	Hours	\$ 117.00	\$ 542.88
Concrete Sampling by ACI Technician	1	1	0	Hours	\$ 117.00	\$ -
Field Welding Erection						
AWS Certified Welding Inspector (CWI)	5	1	40	Hours	\$ 117.00	\$ 4,680.00
Level 4			0			
Concrete Placement Inspection	2	1	15	Hours	\$ 117.00	\$ 1,712.88
Reinforcing Steel Inspection	2	1	43	Hours	\$ 117.00	\$ 5,054.40
Concrete Sampling by ACI Technician	2	1	0	Hours	\$ 117.00	\$ -
Level 5			0			
Concrete Placement Inspection	2	1	10	Hours	\$ 117.00	\$ 1,170.00
Reinforcing Steel Inspection	2	1	46	Hours	\$ 117.00	\$ 5,372.64
Concrete Sampling by ACI Technician	2	1	0	Hours	\$ 117.00	\$ -
Level 6			0			
Concrete Placement Inspection	2	1	13	Hours	\$ 117.00	\$ 1,478.88
Reinforcing Steel Inspection	2	1	13	Hours	\$ 117.00	\$ 1,553.76
Concrete Sampling by ACI Technician	2	1	0	Hours	\$ 117.00	\$ -
Estimated SubTotal Concrete	48		210		\$	24,598.08
Structural Steel						
Stairs						
AWS Certified Welding Inspector (CWI)	135	1	135	Hours	\$ 117.00	\$ 15,809.04
Estimated SubTotal Steel	135		135		\$	15,809.04
Masonry						
CMU Placement / Reinforcing Steel Inspection	27	1	98	Hours	\$ 117.00	\$ 11,522.16
Group / Mortar Placement Inspection	12	1	39	Hours	\$ 117.00	\$ 4,511.52
Estimated SubTotal Masonry Inspection	39		137		\$	16,033.68
Laboratory Testing Services						
Max Density Tests (ASTM 1557) 4-inch mold				Tests	\$ 220.00	\$ -
Max Density Tests (ASTM 1557) 6-inch mold				Tests	\$ 250.00	\$ -
Sieve Analysis - Gradation (without hydrometer)				Tests	\$ 120.00	\$ -
Sand Equivalent				Tests	\$ 115.00	\$ -
Concrete Cylinders (per set of five 4"x8")			40	Tests	\$ 35.00	\$ 1,400.00
Masonry Cores Compression Test				Tests	\$ 65.00	\$ -
CMU Compressive Strength (set of nine)				Tests	\$ 1,080.00	\$ -
CMU Unit Weight and Absorption (set of nine)				Tests	\$ 120.00	\$ -
CMU Moisture Content Tests (set of nine)				Tests	\$ 100.00	\$ -
CMU Shrinkage Tests (set of nine)				Tests	\$ 330.00	\$ -
Reinforcing Steel Tensile and Bend Tests			6	Tests	\$ 160.00	\$ 960.00
Masonry Cores Shear Test			10	Tests	\$ 110.00	\$ 1,100.00
Coring (per day)				Tests	\$ 1,500.00	\$ -

Attachment: Proposed Agreement with Group Delta Consultants, Inc. (2143 : Agreement for On-Call Geotechnical Services)

Sample pick-up and delivery	38	Hours	\$	90.00	\$	3,420.00
Estimated Total			\$			6,880.00

Project Management, Administration, and Final Report

Project Manager, Project Management, Mix Design Review	1	2	Hours	\$	200.00	\$	400.00
Dispatch / Field Coordination	1	4	Hours	\$	72.00	\$	288.00
Final Affidavit Letters		1	Fee	\$	1,500	\$	1,500.00
Estimated Total				\$			2,188.00

Total Estimate				\$		66,126.56
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The estimated quantities are based on schedules provided. Deviations from these quantities and amounts will lead to changes in actual charges incurred and increase in budgeted amount. If quantities need modification, please notify us immediately to adjust the quantities reflecting the budget.

Notes:

- 1) This estimate assumes that the project IS subject to prevailing wage laws.
- 2) This estimate EXCLUDES Methane Inspection Services
- 3) The hourly rates will be assessed based on four hours minimum and eight hours for work beyond four hours. Same day cancellations will be assessed at two hours minimum and cancellation received within two hours of the scheduled time, will be billed for four hours minimum.
- 4) Overtime will be applied at 1.5 times the regular hourly rate including Saturdays and additional hours at 2.0 times (including Sundays and Holidays) after first 12 hours of work, per City of Ontario On-Call Contract fee schedule currently in force.
- 5) The rates for inspection/testing not listed above will be provided upon request.
- 6) The samples on-hold (including concrete and/or soils) will be assessed based on unit rate fees.
- 7) No over-time is assumed in this cost estimate.
- 8) ,Assumes no off-site shop fabrication inspection. If required, will be performed by Group Delta at additional cost.

TABLE 3 - COST ESTIMATE EXAMPLE
Geotechnical Services
Proposed Fire Station, Laguna Hills, California

Task No.	TASK DESCRIPTION	PERSONNEL HOURS										TOTALS				
		Principal	Associate	Senior	Project	Senior Staff	Staff	Lab Technician	Illustrator/Drafting	Clerical & Support Assistant	LABOR	EQUIPMENT/ MILEAGE	LABORATORY	SUB CONTRACTS	Total ODC's	TOTAL
	Hourly Rate (2020 Lagnua Hills Agreement)	\$220	\$205	\$180	\$165	\$155	\$120	\$90	\$90	\$72						
	TASK NAME															
	Geotechnical Services															
	Review Existing Information / Permit / Site Recon / Marking Explorations						4				\$480	\$8			\$8	\$488
	Coordination and Clear Utilities including Geophysical Survey													\$1,100	\$1,100	\$1,100
	Field Investigation															
	Drilling (1-1/2 days): Five (5) Hollow Stem Augers 20-80 feet bgs or refusal each						12				\$1,440	\$8		\$5,200	\$5,208	\$6,648
	Infiltration Testing						4				\$480	\$100			\$100	\$580
	Drum Disposal - Not Required															
	Traffic Control - Not Required															
	Laboratory Testing				1			27			\$2,595					\$2,595
	Data Reduction				1		10				\$1,365					\$1,365
	Engineering Analyses				10						\$1,650					\$1,650
	Geotechnical Report Preparation and Submittal		2		10		4		2		\$2,720					\$2,720
	Final Report		2				2		2		\$830					\$830
	QA/QC, Meeting, Project Admin		2		2					2	\$884					\$884
	Total		6		24		36	27	4	2	\$12,444					\$18,859

TABLE 4 - COST ESTIMATE EXAMPLE
Environmental Analysis and Mitigation Plan Services for Bicycle and Pedestrian Trail Project

Unit	RATE	Task 1 Workplan/Field Investigation		Task 2 Data Analysis/Evaluation		Task 3 Report Preparation		TASKS TOTAL	TOTAL
		Unit/Hrs	Cost	Unit/Hrs	Cost	Unit/Hrs	Cost		
STAFF CATEGORY	City of LH 2020 Rates Adjusted	Unit/Hrs	Cost	Unit/Hrs	Cost	Unit/Hrs	Cost	UNITS/HRS	COSTS
Principal/Sr. Principal	\$220	1	\$220		\$0.00	1	\$220.00	2	\$440.00
Associate Professional	\$205	6	\$1,230	4	\$820.00	5	\$1,025.00	15	\$3,075.00
Sr. Project Professional	\$165	0	\$0	0	\$0.00	0	\$0.00	0	\$0.00
Project Professional	\$165	8	\$1,320	16	\$2,640.00	18	\$2,970.00	42	\$6,930.00
Staff Professional	\$120	40	\$4,800	16	\$1,920.00	40	\$4,800.00	96	\$11,520.00
Coring Technician, with equipment	\$185	4	\$740	0	\$0.00	0	\$0.00	4	\$740.00
Environmental Technician	\$90	0	\$0	0	\$0.00	0	\$0.00	0	\$0.00
Draftsperson/CADD Technician	\$90	4	\$360	0	\$0.00	6	\$540.00	10	\$900.00
Clerical Support	\$72	1	\$72	2	\$144.00	2	\$144.00	5	\$360.00
Labor Cost Subtotals		64	\$8,742.00	38	\$5,524.00	72	\$9,699.00	174	\$23,965.00
REIMBURSABLE EXPENSES		RATE		Unit/Hrs Cost		Unit/Hrs Cost		UNITS/HRS	COSTS
Transportation									
Vehicle mileage (\$/Mile)	\$0.58	45	\$26.10	0	\$0.00	0	\$0.00	45	\$26.10
Field Equipment Rental/Purchase									
PID (\$/event)	\$95.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
Hand Auger (\$/event)	\$25.00	2	\$50.00	0	\$0.00	0	\$0.00	2	\$50.00
PPE/Sampling Supplies (\$/event)	\$100.00	2	\$200.00	0	\$0.00	0	\$0.00	2	\$200.00
Reimbursable Expenses Cost Subtotal		49	\$276.10	1	\$0.00	0	\$0.00	49	276
SUBCONTRACTORS		RATE		Unit/Hrs Cost		Unit/Hrs Cost		UNITS/HRS	COSTS
Subcontractors									
Geophysical	daily	\$1,900.00	0.0	\$0.00	0	\$0.00	0	\$0.00	0
Analytical Testing (Orange Coast Analytical)									
Soil Analysis (Fixed Lab)									
Volatile Organic Compounds - 8260B	per sample	\$50.00	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00
Total Petroleum Hydrocarbons total CC - 8015B	per sample	\$57.00	15	\$855.00	0	\$0.00	0	\$0.00	\$855.00
Organo-chlorine Pesticides - 8081A	per sample	\$58.00	6	\$348.00	0	\$0.00	0	\$0.00	\$348.00
CAM Metals 17 - 6010B	per sample	\$68.00	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00
Lead- 6010B	per sample	\$11.00	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00
Arsenic- 6010B	per sample	\$11.00	79	\$872.30	0	\$0.00	0	\$0.00	\$872.30
STLC Extraction	per sample	\$32.50	12	\$396.50	0	\$0.00	0	\$0.00	\$396.50
TCLP Extraction	per sample	\$33.00	6	\$198.00	0	\$0.00	0	\$0.00	\$198.00
TerraCore Samples	per sample	\$12.00	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00
Organo-phosphorus Pesticides - 8141	per sample	\$130.00	3	\$390.00	0	\$0.00	0	\$0.00	\$390.00
ACM	per sample	\$30.00	0	\$0.00	0	\$0.00	0	\$0.00	\$0.00
IDW Disposal	per drum	\$150.00	1	\$150.00	0	\$0.00	0	\$0.00	\$150.00
Subcontractor Mark-Up		0%	\$0.00		\$0.00		0	\$0.00	\$0.00
SUBCONTRACTOR COST SUBTOTALS			\$	3,209.80	\$0.00		\$0.00		\$3,209.80
TASK SUBTOTALS			\$12,227.90		\$5,524.00		\$9,699.00		\$27,450.90
TOTAL COST								\$27,450.90	

- Basis and Assumptions:**
1. No Geophysical survey will be conducted
 2. Lead-based paint and asbestos surveys on building materials are not necessary
 3. A very limited screening for organo-chlorine and organo-phosphorus pesticides will be conducted
 4. Soil cuttings will be used as backfill

PROFESSIONAL SERVICES AGREEMENT
Harrington Geotechnical Engineering, Inc.
On-Call Geotechnical Engineering Consulting Services

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter "Agreement") is made and entered into, to be effective this 14th day of July 2020 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 HARRINGTON GEOTECHNICAL ENGINEERING, 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 geotechnical engineering firm to provide the City with professional geotechnical engineering consulting services on an as-needed, on-call basis (the "Project").

B. In response to City's Request for Proposals, dated March 16, 2020, Consultant has submitted to City a proposal, dated April 9, 2020, to provide professional geotechnical engineering consulting services on an as-needed, on-call basis to City for the Project pursuant to the terms of this Agreement.

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

D. City desires to retain Consultant to provide such professional 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 professional on-call geotechnical engineering consulting services to City for the Project as set forth in the Consultant's Proposal/Scope of Work, dated April 9, 2020, 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 April 9, 2020 (“Consultant’s Proposal”) and submitted to City, which shall both be 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 the Consultant's Proposal/Scope of Services (Exhibit "A") or make changes by altering, adding to, or deducting from such Work. No such extra work may be undertaken unless a written order is first given by the City to the Consultant, incorporating therein any adjustment in (i) the Annual Maximum Contract Amount, as defined below, and/or (ii) the time to perform this Agreement, which adjustments are subject to the written approval of the Consultant. It is expressly understood by Consultant that the provisions of this section shall not apply to the Work and Services specifically set forth in the Scope of Services or reasonably contemplated therein, regardless of whether the time or materials required to complete any Work or Service identified in the Scope of Services exceeds any time or material amounts or estimates provided therein.

1.9 Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other contractors, consultants, or vendors for services similar to the services that

are the subject of this Agreement. Consultant further acknowledges that City may have its own employees perform services similar to the services that are the subject of this Agreement.

2. COMPENSATION

2.1 Maximum Contract Amount. For the Services and Work rendered pursuant to this Agreement, Consultant shall be compensated by City for the services performed, including authorized reimbursements, on a time and materials basis in accordance with the professional hourly rates and charges as set forth in the Schedule of Compensation/Fees, which is attached hereto collectively as Exhibit "A" and is incorporated herein by reference, but not exceeding the annual maximum contract amount of One Hundred Thousand Dollars (\$100,000.00) (hereinafter referred to as the "Annual Maximum Contract Amount"). The method of compensation shall be as set forth in Exhibit "A". Compensation for necessary expenditures for reproduction costs, telephone expenses, and transportation expenses must be approved in advance by the Contract Officer designated pursuant to Section 4.2 and will only be approved if such expenses are also specified in the Schedule of Compensation/Fees. The maximum amount of City's payment obligation under this Agreement is the amount specified in this section.

2.2. Method of Payment. Unless some other method of payment is specified in the Schedule of Compensation/Fees (Exhibit "A"), in any month in which Consultant wishes to receive payment, no later than the tenth (10th) working day of such month, Consultant shall submit to the City, in a form approved by the City's Finance Director, an invoice for services rendered prior to the date of the invoice. Such requests shall be based upon the amount and value of the services performed by Consultant and accompanied by such reporting data including an itemized breakdown of all costs incurred and tasks performed during the period covered by the invoice, as may be required by the City. City shall use reasonable efforts to make payments to Consultant within forty-five (45) days after receipt of the invoice or a soon thereafter as is reasonably practical.

2.3 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 July 14, 2020 through July 13, 2022). Thereafter, Consultant may submit a request to adjust its fees, rates, and/or unit prices once per year during the remainder of the term of the Agreement as provided for herein. However, approval of any request to adjust Consultant's fees, rates, and/or unit prices as set forth herein shall be made at the sole discretion of the City Manager, in writing, and is subject to the City's approved budget. Such fee, rate, and/or unit pricing adjustment(s), if any, shall not exceed the value of the change in the Consumer Price Index for the Los Angeles/Orange County area for the preceding one year as published for the month of April of any given year. In no event shall any adjustment of any fee, rate, and/or unit pricing as authorized by this section exceed five percent (5%) per year regardless of CPI or any other cost factors.

2.4 Changes in Scope. In the event any change or changes in the Scope of Services is requested by the City, the Parties shall execute a written amendment to this Agreement, setting forth with particularity all terms of such amendment, including, but not limited to, any additional professional fees. An amendment may be entered into: (a) to provide for revisions or

modifications to documents or other work product or work when documents or other work product or work is required by the enactment or revision of law subsequent to the preparation of any documents, other work product, or work; and/or (b) to provide for additional services not included in this Agreement or not customarily furnished in accordance with generally accepted practice in Consultant's profession.

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

3. SCHEDULE OF PERFORMANCE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement. The time for completion of the services to be performed by Consultant is an essential condition of this Agreement. Consultant shall prosecute regularly and diligently the Work of this Agreement according to the agreed upon Schedule of Performance.

3.2 Schedule of Performance. Consultant shall commence the Services pursuant to this Agreement upon receipt of a written notice to proceed, or on each task order, if applicable, and shall perform all Services within the time period(s) established in the Schedule of Performance, which is attached hereto as Exhibit "A" and is incorporated herein by reference. When requested by Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer; however, the City shall not be obligated to grant such an extension.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the Services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant (financial inability excepted), including, but not limited to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, pandemics, quarantine restrictions, riots, strikes, freight embargoes, wars, and/or acts of any governmental agency, including the City, if Consultant, within ten (10) days of the commencement of such delay, notifies the City Manager in writing of the causes of the delay. The City Manager shall ascertain the facts and the extent of delay, and extend the time for performing the Services for the period of the enforced delay when and if in the judgment of the City Manager such delay is justified. The City Manager's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this section.

3.4 Term. Unless earlier terminated as provided elsewhere in this Agreement, this Agreement shall commence upon the effective date of this Agreement and shall continue in full force and effect for a period of five (5) years, commencing on July 14, 2020 and ending on July 13, 2025 ("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 project task order by the City. Furthermore, Consultant hereby agrees and acknowledges that execution of this Agreement by the City does not in any way guarantee that a task order will be issued to Consultant. Moreover, execution of this Agreement by the City shall not entitle Consultant to any form of payment or compensation from the City without City first having issued a project task order.

4. COORDINATION OF WORK

4.1 Representative of Consultant. The following principal of Consultant is hereby designated as being the principal and representative of Consultant authorized to act in its behalf with respect to the Services to be performed under this Agreement and to make all decisions in connection therewith: **Don P. Harrington, Jr., REPA, Vice President.** It is expressly understood that the experience, knowledge, education, capability, expertise, and reputation of the foregoing principal is a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principal shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the Work or Services performed hereunder. The foregoing principal may not be changed by Consultant without prior written approval of the Contract Officer.

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

4.3 Prohibition Against Subcontracting or Assignments. The experience, knowledge, capability, expertise, and reputation of Consultant, its principals and employees, were a substantial inducement for City to enter into this Agreement. Therefore, Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, voluntarily or by operation of law, without the prior written consent of City. Consultant shall not contract with any other entity to perform the Services required without prior written consent of City. If Consultant is permitted to subcontract any part of this Agreement by City, Consultant shall be responsible to City for the acts and omissions of its subcontractor(s) in the same manner as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationships between any subcontractor and City. All persons engaged in the Work will be considered employees of Consultant. City will deal directly with and will make all payments to Consultant. 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: Harrington Geotechnical Engineering, Inc.
 Attention: Don P. Harrington, Jr., REPA, Vice President
 1590 N. Brian Street
 Orange, California 92867-3406
 Telephone: (714) 637-3093
 Facsimile: (714) 637-3096

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

 JANINE HEFT,
 Mayor

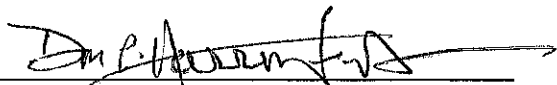
ATTEST:

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

APPROVED AS TO FORM:

 GREGORY E. SIMONIAN,
 City Attorney

"CONSULTANT"
Harrington Geotechnical Engineering,
Inc., a California corporation

By: 

 DON P. HARRINGTON, JR., REPA
 Vice President

By: DON P. HARRINGTON, JR.

EXHIBIT "A"

CONSULTANT'S PROPOSAL/ SCOPE OF WORK
FOR
ON-CALL GEOTECHNICAL ENGINEERING CONSULTING SERVICES
DATED: APRIL 9, 2020

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

**RESPONSE TO REQUEST FOR PROPOSALS
ON-CALL SOILS ENGINEERING, GEOTECHNICAL
ENGINEERING AND SUPPORT SERVICES**

**CITY OF LAGUNA HILLS
24035 El Toro Road
Laguna Hills, CA 92653
(949) 707-2650**

Attention: Kenneth Rosenfield, Assistant City Manager/Public Services Director

April 9, 2020

Proposal deadline April 16, 2020 @ 4:00 p.m.

HGEI Proposal No. P-5387

**Harrington
Geotechnical
Engineering, Inc.** _____



April 9, 2020

ORIGINAL

City of Laguna Hills
 Attention: Kenneth Rosenfield
 Assistant City Manager/Public Services Director
 24035 El Toro Road
 Laguna Hills, CA 92653

Re: Response to Request for Proposals On-Call Soils Engineering, Geotechnical Engineering and Support Services
HGEI Proposal No. P-5387

Dear Mr. Rosenfield:

We have experience working within several cities currently and in the past and are confident that we have the expertise to provide the requested services. We are dedicated to work closely with city staff and have a full understanding of the need to be team oriented and are able to respond on "short notice". We are located within 20 miles of the City of Laguna Hills.

Harrington Geotechnical Engineering, Inc. (HGEI) is a group of geotechnical engineers, engineering geologists, certified technicians and deputy inspectors based in Orange, California. Our team has a vast background in geotechnical engineering, materials testing, construction inspection and environmental assessment/evaluation. We have current projects with numerous municipalities, hospitals, school districts, architects/engineers and private parties.

HGEI was established and incorporated in Orange County, CA in 1990. Our federal tax ID number is 33-0387471. We offer a strong combination of practical engineering knowledge and timely, efficient service. Our geotechnical laboratory has been awarded accreditation by **AASHTO Materials Reference Laboratory** (AMRL). We have enclosed our Statement of Qualifications (SOQ) for your review.

HGEI has expertise in land development, transportation, and service to municipalities. Our geotechnical engineering laboratory accreditation augments HGEI's recognition by the **City of Los Angeles, Department of Building and Safety** as a testing laboratory for concrete and soil (License Number 10072, issued 1996 and renewed 2019). In addition, our geotechnical engineering laboratory has accreditation from **Caltrans** Independent Assurance Program and participates regularly in their cooperative testing program.

1590 N. Brian Street, Orange, CA 92867-3406 FAX (714) 637-3096 PHONE (714) 637-3093
 Please visit our website at www.harringtongeotechnical.com

Attachment: Proposed Agreement with Harrington Geotechnical Engineering, Inc. (2143 : Agreement for On-Call Geotechnical Services)

CITY OF LAGUNA HILLS
HGEI Proposal No. P-5387
April 9, 2020
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HGEI has been subjected to random testing where AMRL provides pairs of material samples and asked to use AASHTO and ASTM test methods to determine material properties of the sample pair. Test results are submitted to AMRL for statistical analysis. Upon analysis, AMRL publishes reports comparing the results of participating laboratories. Accredited testing scopes, including current accreditation status, are published in the AAP Directory of Accredited Laboratories on the AMRL website (<http://www.amrl.net>).

We believe the benefits to our participation are increased testing precision; increased conformance to testing procedures; and increased quality. Our accreditation status is provided to regulatory agencies.

The exhibits which follow provide detailed information. Our fee schedule is presented in a separate envelope.

Thank you for this opportunity to respond to the RFP. If awarded a contract, the project manager's will be Don P. Harrington, Jr. (donjr@harringtongeotechnical.com) and Joseph Welch, P.E., G.E. and/or Don P. Harrington, Sr., P.E., G.E. depending on the nature of the project including type of services to be provided. The enclosed resumes provide detailed background and experience of individuals will act as the project manager and primary contact for the types of services identified in the RFP.

If you have any questions concerning this submittal please contact the undersigned at your earliest convenience.

Very truly yours,

HARRINGTON GEOTECHNICAL ENGINEERING, INC.



Don P. Harrington, Jr., REPA
Vice-President

DPH:md

1590 N. Brian Street, Orange, CA 92867-3406 FAX (714) 637-3096 PHONE (714) 637-3093
Please visit our website at www.harringtongeotechnical.com



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COMPANY DATA- SECTION B

1. Harrington Geotechnical Engineering, Inc., 1590 North Brian Street, Orange, CA 92867
2. Don P. Harrington, Jr., 1590 North Brian Street, Orange, CA 92867, 714-637-3093
3. Corporation
4. 33-0387471
5. 1590 North Brian Street, Orange, CA- (714) 637-3093
6. admin@harringtongeotechnical.com, donjr@harringtongeotechnical.com
7. 30 years
8. 30 years
9. City of Yorba Linda, 30 years, On-Going, Soils Engineering
 - a. City of Irvine, 3 years, Completed, Soils Engineering
 - b. City of Orange, 10 years, Completed, Soils Engineering
 - c. City of Garden Grove, 10 years, Completed, Soils Engineering
 - d. City of Tustin, 5 years, Completed, Soils Engineering
 - e. City of Newport Beach, 10 years, Completed, Soils Engineering
 - f. City of Huntington Beach, 20 years, Completed, Soils Engineering
 - g. City of Anaheim, 20 years, On-Going, Soils Engineering
10. No contract failures or refusal to complete contract to date.
11. Don P. Harrington, Sr, 50% Owner, Don P. Harrington, Jr., 50% Owner
12. No other financial interests
13. No litigation- 30 years
14. None- no termination of contract within the 30 years of business

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GEOTECHNICAL CONSULTING SERVICES

Harrington Geotechnical Engineering, Inc. (HGEI) is staffed with professional geotechnical engineers, engineering geologists, environmental assessors, and certified technicians providing an integrated, efficient, and cost-effective service to clients in the public and private sectors. With expert professional skills and diverse experience, HGEI offers reliable services, including:

- GEOTECHNICAL ENGINEERING
- GEOTECHNICAL ENGINEERING LABORATORY FOR SOILS TESTING AND MATERIALS TESTING
- ENGINEERING GEOLOGY
- ENVIRONMENTAL ENGINEERING
- LAND SURVEYING

Don P. Harrington, Sr., P.E., G.E., R.E.A., the company President and Principal Engineer is a registered civil engineer in California, Oregon and Nevada, and a registered geotechnical engineer and environmental assessor in California. With over 50 years of experience in geotechnical engineering and laboratory testing, Mr. Harrington co-founded Harrington Geotechnical Engineering, Inc. in 1990.

GEOTECHNICAL ENGINEERING

With knowledgeable, efficient, and cost-effective expertise, HGEI provides a variety of engineering solutions, including:

- Preliminary Geotechnical Investigation;
- Foundation Engineering;
- Hazard Mitigation – Liquefaction Evaluation and Seismic Design;
- Slope Stability Analysis;
- Materials Inspection & Testing and Grading Supervision;
- Traffic Engineering - Pavement Design
- Geotechnical Review for Municipalities



GEOTECHNICAL ENGINEERING LABORATORY FOR SOILS TESTING AND MATERIALS TESTING

Joseph Welch, P.E., G.E., Geotechnical Engineer, is a registered civil and geotechnical engineer in California with 40 years of experience. In addition, he is a registered professional engineer in Maryland. Mr. Welch is a graduate of West Point and holds a master's degree in civil engineering from George Washington University. His responsibilities include geotechnical engineering, laboratory management, and expert witness.



Providing efficient and cost-effective solutions, HGEI maintains a state-of-the-art geotechnical engineering laboratory with awards and accreditations, including:

- AASHTO Materials Reference Laboratory (AMRL) PSP Enrollment No: 4689, currently active;
- Division of the State Architect (DSA) LEA No: 253, currently active;
- Caltrans Independent Assurance Program, currently active;
- City of Los Angeles, Department of Building & Safety, Testing Agency License No: 10072, issued 1996, currently active;
- American Concrete Institute (ACI); and
- International Code Council (ICC) Special Soils Inspector (individual technicians).

Don P. Harrington, Jr., R.E.P.A., the company Vice President is a Registered Environmental Property Assessor and Certified ICC Inspector, Registered Construction Inspector for Soils, Concrete, Masonry, and Asphalt, City of Los Angeles Deputy Grading Inspector, and California licensed grading and paving contractor with 30 years of experience on projects ranging from hillside grading involving in excess of 12 million cubic yards of earth to commercial/industrial developments and streets/highways. Mr. Harrington co-founded Harrington Geotechnical Engineering, Inc. in 1990.

SOILS TESTING

Testing of earth materials encountered during HGEI's field investigations is routinely conducted for the determination of soil conditions and characteristics relative to the geotechnical engineering analysis used in foundation design and recommendations with American Standard Test Methods (ASTM), including:



ASTM D122 - Particle Size Analysis
 ASTM D1140 - Amount of Material Finer Than 200 Sieve (Hydrometer)
 ASTM D1556 - In-Place Density Test (Sand Cone Method)
 ASTM D1557 - Laboratory Compaction (Maximum Density)
 ASTM D2435 - One-Dimensional Consolidation
 ASTM 2487 - Unified Soils Classification System (USCS)
 ASTM 3080 - Direct Shear
 ASTM D4318 - Liquid Limit, Plastic Limit, and Plasticity Index (Atterberg Limits)
 ASTM D4829 - Expansion Index
 ASTM D6938 - In-Place Density Test (Nuclear Method)

MATERIALS TESTING

In support our geotechnical engineering services, HGEI performs materials testing, including:

ASTM C29 - Unit Weight and Voids in Aggregates
 ASTM C39 - Compressive Strength of Cylindrical Concrete Specimens
 ASTM C136 - Sieve Analysis of Fine and Coarse Aggregates
 ASTM D1188 - Bulk Specific Gravity and Density of Compacted Bituminous Mixtures
 ASTM D1560 - Asphalt Testing Using Hveem Apparatus



ENGINEERING GEOLOGY

With knowledgeable, efficient, and cost-effective expertise, HGEI provides a variety of geologic solutions, including:

- Preliminary Geotechnical Investigation;
- Landslide Investigation;
- Geophysics - Ground Penetrating Radar; and
- Geotechnical Instrumentation.

David Bramwell, P.G., C.E.G., Dave has a B.S. degree in Geology; and is a California licensed Professional Geologist (PG) and Certified Engineering Geologist (CEG). Mr. Bramwell has over 50 years of service.

He is experienced with the application of geological and geotechnical principals and techniques for civil and geotechnical engineering and construction management (CM); environmental characterizations, assessments, remediation, and closures; and water resource projects.



ENVIRONMENTAL ENGINEERING

Providing efficient and cost-effective solutions during development, redevelopment, and due diligence, HGEI produces reliable services including:

- Phase I Environmental Site Assessments (ESA);
- Environmental Feasibility Study and Remedial Options;
- Groundwater Monitoring and Sampling for Environmental Constituents and Direction;
- Groundwater Pump Testing for Transmissivity, Storativity, and Contaminant Transport Modeling;
- Soil Gas Testing for Environmental Constituents; and
- Vapor-Extraction Testing for Vadose Zone Modeling.



SECTION "C"
CURRICULUM VITAE

Don P. Harrington, Sr., P.E., G.E.

1590 North Brian Street
 Orange, CA 92867-3406

Phone: 714-637-3093
donsr@harringtongeotechnical.com

PROFESSIONAL LICENCES

Registered Geotechnical Engineer (CA #383)
 Registered Civil Engineer (CA #18181)
 Registered Environmental Assessor (CA #00136)
 Registered Civil Engineer (OR #7946)
 Registered Civil Engineer (NV #3858)

EDUCATION

Self Directed Civil, Structural and Geotechnical Engineering Courses-1956-1990

PROFESSIONAL AFFILIATIONS

American Society of Civil Engineers (Life Member)
 National Society of Professional Engineers
 American Society for Testing and Materials
 International Conference of Building Officials
 Board of Registered Construction Inspectors, State of California, Department of Consumer Affairs,
 Examination Consultant, 1975
 California Geotechnical Engineers Association, Director 1974-1975
 Governmental Practices Committee, California Geotechnical Engineers Association, Chairman 1973-1974
 Orange County, California, Slope Stability Committee, Subcommittee on Soil Mechanics and Geology,
 1969

PROFESSIONAL DEVELOPMENT

ASCE Geotechnical Group 17th Annual Spring Seminar, Shear Strengths for Slope Stability Evaluation &
 Practical Methods of Slope Stability Analysis, 1994
 Geotechnical Engineer License Review (University of California, Berkeley Extension & California
 Geotechnical Engineers Association, 1994) (Manuals/Tapes reviewed.)
 Environmental Site Assessment and Remediation (University of California Irvine, 1993)
 Environmental Auditing Certificate (California State University, Long Beach, CA, 1989)
 First Aid and CPR (American Red Cross, 1988)
 OSHA Hazardous Waste Operations Standard Training (29 CFR 1910.120), 1988
 Toxic Liability- Hazardous Waste Clearance Investigations (Building Industry Association of Southern
 California, 1987)
 Building on Expansive and Collapsing Soils Seminar (Colorado State University, 1987)

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CAREER OVERVIEW

Mr. Harrington is an expert in the field of geotechnical engineering. His 55-year career in civil and geotechnical engineering together with leadership and coordination skills allows for our clients continued success in land development endeavours. His duties include acting as the City of Yorba Linda's geotechnical expert responsible for review of geotechnical engineering reports submitted to the City.

He has overseen large civil engineering projects acting as the geotechnical engineer of record; responsible for project management and geotechnical engineering from the preliminary investigation through review of the civil engineering plan to earthwork design and construction; coordinating with clients, municipalities, review agencies, and contractors; responsible charge of field investigations and laboratory testing programs; in addition to preparation of analysis and technical reports.

His technical skills include Seismic Hazard Evaluation, Hydrology, Settlement Analysis, Pavement Design, Foundation Design, Slope-Stability Analysis, Liquefaction Analysis, and Grading Review.

EMPLOYMENT DETAILS

PERIOD: 1990 - Current
 COMPANY: HARRINGTON GEOTECHNICAL ENGINEERING, INC. (Orange, CA)
 POSITION HELD: PRINCIPAL GEOTECHNICAL ENGINEER, PRESIDENT
 MAIN DUTIES: Oversees day to day operations of company and coordinates the duties and tasks of all departments and provides technical input for environmental engineering, geotechnical engineering, civil engineering, geotechnical engineering laboratory, and geology.

PERIOD: 1973 - 1990
 COMPANY: H.V. LAWMASER AND COMPANY (Stanton, CA)
 POSITION HELD: GEOTECHNICAL ENGINEER, PRESIDENT
 MAIN DUTIES: Provided management of company assets and responsible charge of geotechnical engineering department. Duties include responsibility for project management and geotechnical engineering from the preliminary investigation through review of the civil engineering plan to earthwork design and construction; coordinating with clients, municipalities, review agencies, and contractors; responsible charge of field investigations and laboratory testing programs; in addition to preparation of analysis and technical reports.

PERIOD: 1968 - 1973
 COMPANY: ADVANCED FOUNDATION ENGINEERING, INC. (Long Beach, CA)
 POSITION HELD: GEOTECHNICAL ENGINEER, VICE PRESIDENT OF OPERATIONS
 MAIN DUTIES: Responsibilities include geotechnical engineering for land development, commercial, industrial and residential, municipal clients, and schools.

PERIOD: 1956 - 1968
 COMPANY: TWINING LABORATORIES OF SOUTHERN CALIFORNIA (Long Beach, CA)
 POSITION HELD: STAFF ENGINEER, ASSISTANT DIRECTOR (GEOTECHNICAL SECTION)

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MAIN DUTIES: Responsibilities include geotechnical engineering for land development, commercial, industrial and residential and municipal clients, and schools.

PERIOD: 1954 - 1956
COMPANY: L.T. EVANS, CONSULTING FOUNDATION ENGINEER (Los Angeles, CA)

POSITION HELD: FIELD/LABORATORY TECHNICIAN
MAIN DUTIES: Responsibilities include soils testing in the field and laboratory.

CURRICULUM VITAE

Joseph L. Welch, R.C.E., G.E.
 1590 North Brian Street
 Orange, CA 92867-3406

July, 2011
 Phone: 714-637-3093
joe@harringtongeotechnical.com

PROFESSIONAL LICENCES

Registered Geotechnical Engineer (CA #2239)
 Registered Civil Engineer (CA #040236)
 Professional Engineer (MD #10807)

EDUCATION

MASTERS OF SCIENCE, CIVIL ENGINEERING
 George Washington University, Washington DC, 1977

BACHELOR OF SCIENCE, CIVIL ENGINEERING
 U.S. Military Academy, West Point, NY, 1966

CAREER OVERVIEW

Mr. Welch is an expert in the field of geotechnical engineering. His 40-year career in civil and geotechnical engineering together with his advanced education has led him to senior responsibilities for large scale construction projects. His duties include acting as the City of Yorba Linda's geotechnical expert responsible for review of geotechnical engineering reports submitted to the City. Mr. Welch is the acting Laboratory Manager for HGEI's AMRL Accredited Geotechnical Engineering Laboratory.

He has overseen large civil engineering projects acting as the geotechnical engineer of record; responsible for project management and geotechnical engineering from the preliminary investigation through review of the civil engineering plan to earthwork design and construction; coordinating with clients, municipalities, review agencies, and contractors; responsible charge of field investigations and laboratory testing programs; in addition to preparation of analysis and technical reports.

His technical skills include Seismic Hazard Evaluation, Hydrology, Settlement Analysis, Pavement Design, Foundation Design, Slope-Stability Analysis, Liquefaction Analysis, and Grading Review.

EMPLOYMENT DETAILS

PERIOD: 2005 - Present
 COMPANY: HARRINGTON GEOTECHNICAL ENGINEERING, INC. (Orange, CA)
 POSITION HELD: SENIOR GEOTECHNICAL ENGINEER
 MAIN DUTIES: See Career Overview

PERIOD: 2002 - 2005
 COMPANY: ANTHONY & TAYLOR CONSULTANTS, (Escondido, CA)
 POSITION HELD: SENIOR PROJECT ENGINEER

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MAIN DUTIES: Responsibilities included review of all geotechnical reports and design of all civil related work. Projects are primarily schools and commercial developments for national grocery, drugstore, and home improvement company chains.

PERIOD: 2001 - 2002

COMPANY: WR CHAVEZ CONSTRUCTION, INC., (Poway, CA)

POSITION HELD: PROJECT MANAGER

MAIN DUTIES: Responsibilities included project management for two separate contracts. The first was an 8 million dollar seismic upgrade and renovation of the Humanities Building at the University of California Riverside. The second was a 5 million dollar design build contract for a Live Fire and Survivability Test and Evaluation complex at the Naval Air Weapons Station, China Lake, California.

PERIOD: 2000 - 2001

COMPANY: PETRA GEOTECHNICAL, INC, (San Diego, CA)

POSITION HELD: GEOTECHNICAL ENGINEER

MAIN DUTIES: Responsibilities include all geotechnical operation including: investigation, estimating and engineering of soil conditions including seismic studies for both new and remedial foundation work for residential and commercial buildings; preparation of written reports and proposals for necessary geotechnical work; investigations for insurance companies to determine causes of geotechnical related claims and expert witness work on litigation causes.

PERIOD: 1999 - 2000

COMPANY: GEOTEK INC., (Vista, CA)

POSITION HELD: GEOTECHNICAL ENGINEER

MAIN DUTIES: Responsibilities include all geotechnical operation including: investigation, estimating and engineering of soil conditions including seismic studies for both new and remedial foundation work for residential and commercial buildings; preparation of written reports and proposals for necessary geotechnical work; investigations for insurance companies to determine causes of geotechnical related claims and expert witness work on litigation causes.

PERIOD: 1998 - 1999

COMPANY: RYAN CONSTRUCTION, INC., (Oceanside, CA)

POSITION HELD: QUALITY CONTROL MANAGER

MAIN DUTIES: Control of work on a \$10 million dollar wastewater treatment project at the Marine Corps Base. Work involved the upgrading of two separate existing plants to tertiary capability to comply with Regional Water Quality Control requirements. In addition to the plants upgrades over 6 miles of injection wells from one plant. The other plan required upgrading of the settling ponds and 3 miles of piping for distribution of the treated effluent to new leaching ponds.

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PERIOD: 1996 - 1998
 COMPANY: TM ENGINEERS, (San Clemente, CA)
 POSITION HELD: GEOTECHNICAL ENGINEER
 MAIN DUTIES: Responsibilities include all geotechnical operation including: investigation, estimating and engineering of soil conditions including seismic studies for both new and remedial foundation work for residential and commercial buildings; preparation of written reports and proposals for necessary geotechnical work; investigations for insurance companies to determine causes of geotechnical related claims and expert witness work on litigation cases.

PERIOD: 1987 - 1996
 COMPANY: CH&A CORPORATION, (San Diego, CA)
 POSITION HELD: GEOTECHNICAL ENGINEER, MANAGER OF GEOTECHNICAL SERVICES
 MAIN DUTIES: Responsibilities include administration and supervision of the geotechnical operations including: investigation, estimating and engineering of soil conditions including seismic studies for both new and remedial foundation work for residential and commercial buildings; preparation of written reports and proposals for necessary geotechnical work; final approval of engineering and construction recommendations for all geotechnical and hazardous waste projects; and supervision of staff geologists, civil engineers and administrative personnel.

PERIOD: 1985 - 1987
 COMPANY: NED CLYDE CONSTRUCTION (Santee, CA)
 POSITION HELD: GEOTECHNICAL ENGINEER, CHIEF ENGINEER
 MAIN DUTIES: Responsible for the investigation, estimating, engineering, and designing of remedial construction for single family residential and small commercial structures with foundation and geotechnical related problems.

PERIOD: 1978 - 1985
 COMPANY: REINFORCED EARTH COMPANY (Sacramento, CA)
 POSITION HELD: CONSTRUCTION MANAGER
 MAIN DUTIES: Responsible for supervising all construction activities in the Western region of the United States. Resolved technical problems relating to retaining wall construction and stability in the field.

PERIOD: 1975 - 1978
 COMPANY: EXCAVATION CONSTRUCTION (Bethesda, MD)
 POSITION HELD: PROJECT ENGINEER
 MAIN DUTIES: During the construction of three Metro (Washington, D.C.) subway stations, under his supervision those stations utilized both normally reinforced and post-tension concrete construction.

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PERIOD: 1972 - 1975
COMPANY: LAW ENGINEERING TESTING COMPANY (Raleigh, NC)
POSITION HELD: MATERIALS ENGINEER
MAIN DUTIES: Responsible for evaluating properties of soil, concrete and construction materials.
Prepared geotechnical reports and supervised drilling department.

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Robert P. Dennis, P.E, G.E.

1590 North Brian Street
 Orange, CA 92867-3406

Phone: 714-637-3093

EXPERIENCE

1997- Part-Time	Harrington Geotechnical Engineering, Inc. Chief Geotechnical Engineer-Soils-Variou Geotechnical Projects-as below
1990- 1995	Montana Testing & Geotechnical, Inc./ICG Incorporated Chief Engineer-Soils- Responsible for reviewing Geotechnical Engineering Reports and for supervision of field exploration, laboratory testing, writing and technical aspects of Geotechnical Engineering projects including Grading, High Rise Buildings (piles, caissons, spread footings), Distress Investigations, Slope Stability and Landslide Assessments, Roads, Reservoirs and Pipelines for public works, commercial industrial and residential construction.
1987-1990	H.V. Lawmaster Co., Inc. Chief Engineer- Responsible for reviewing Geotechnical Reports and for writing and technical aspects of all Geotechnical projects by the Company. Included were review of all geotechnical Reports submitted to the City of Yorba Linda as well as Mass Grading/Hillside Developments, High Rise Buildings, Roads, Pipelines, Distress Investigations, Slope Stability and Landslide Assessments.
1986-1987	Converse Consultants, Orange County Senior Engineer- Responsible for writing reports and reviewing reports written by others engineers. Projects similar to above.
1981-1985	United Materials Testing Labs Chief Engineer- Responsible charge for all Geotechnical projects for the Company. Projects similar to above.
1981-1985	Geowest Soils Consultants Chief Engineer- Responsible charge for all Geotechnical projects for the Company. Projects similar to above.
1980-1981	Self Employed- Free Lance Consultant- Various Geotechnical Projects- as above.
1973-1980	United Materials Testing Labs Chief Engineer- Responsible charge for all Geotechnical projects for the Company. Projects similar to above.
1972-1973	Ron Martin Associates- Project Engineer- Civil design of subdivisions.
1971-1972	Daniel Mann, Johnson and Mendenhall

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Master Planner for Base- Base Project for USAF-TDY to Wright-Patterson AFB, Ohio.

1969-1970 &
 1966-1967

Los Angeles County Flood Control District-
 Assistant Civil Engineer

1967-1969

U.S. Army Corps of Engineers (Military Duty) -Assistant Civil Engineer (Soils)

EDUCATION

1965
 1966

B.C.E. Civil Engineering, Georgia Institute of Technology, Atlanta, Georgia
 M.S. Civil Engineering (Soils), University of Illinois, Urbana, Illinois

PROFESSIONAL REGISTRATIONS

1970
 1987

Registered Civil Engineer No. 19874-California
 Geotechnical Engineer No. 266-California

DAVID D. BRAMWELL
 Engineering Geologist, Environmental Geologist

1590 North Brian Street
 Orange, CA 92867-3406

Phone: 714-637-3093

Summary Professional Experience

Experienced and California licensed Geologist providing services of planning, performing, and supervising/managing/oversight of field and office investigations; report preparation/review; construction management; and QA/QC for civil and geotechnical engineering and construction projects, environmental evaluations, and water resource programs.

Have provided the application of geological/geotechnical principles and techniques, and project/technical management during phases of investigation, design, and construction for geotechnical and civil engineering projects (dams [soil/rock materials, up to 350 feet high], tunnels [up to 50 feet diameter and 16 miles long], fault and geoseismic studies, canals, soil/rock grading and excavations/slopes, powerplants [nuclear, hydro, conventional, surface/subsurface], hydrogeology, dewatering, pipelines, landslides, transportation corridors, hillside/flat-land residential/recreational/commercial/industrial land developments); and environmental characterizations and assessments, superfund, remediations, sanitary/toxic landfills, and closures (workplans, Phase I and II's, RI/FS's, EIR's, hydrogeology, construct groundwater monitoring/production wells, quarterly groundwater monitoring reports, on-site sanitary systems, and UST's) in California, the USA, Philippines, Indonesia, Panama, Puerto Rico, Morocco, Egypt, and Lebanon.

EDUCATION

COLLEGE/UNIVERSITY

B.S. Geology, San Jose State College, San Jose, California.

Post Graduate Work in Geology (Principles of Economic Geology, Geology of U.S., Mesozoic and Cenozoic Stratigraphy, Structural Geology), Brigham Young University, Provo, Utah.

Post Graduate Work, Principles of Soil Mechanics, University of California at Los Angeles.

OTHER TRAINING

Geological Engineering Seminar, U.C., Berkeley, California.

Certified 40-hour Hazardous Waste Training (OSHA 29 CFR 1910.120), 1988.
 Computer Courses, CNUSD, Corona, California, 1991.

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REGISTRATION/CERTIFICATION

Registered Geologist-California; No. 225.
 Certified Engineering Geologist-California; No.112.

PROFESSIONAL AFFILIATIONS

Association of Engineering Geologist.
 Geological Society of America.

RECENT YEARS PROFESSIONAL ACTIVITY

2010 – Present: Geological/Geotechnical/Environmental Services (Southern California).

Provided consulting services on contract, part-time, or project-by-project basis to various engineering and environmental companies for their short-term projects of:

- Oversight of gas recovery wells construction at hazardous waste landfill.
- Extended office and field investigations for removal, and grading, of area containing landslide.
- Field survey and hydrogeologic evaluation of parcels for selecting water well sites.
- Preparing: proposals, work plans, reports, and critiqued other consultants' reports for Phase I and II projects of environmental remediation for multi-acreage properties. These documents were prepared for City, County, State, and Federal government agencies and private utilities and other entities.
- Geological engineering evaluation for residential/commercial property.
- Review EM surveys to locate possible secondary porosity zones in bedrock.
- Logging geological engineering properties of soils extracted from borings to provide the data to design excavations/construction for a County Sanitation District's sewer lines.
- Prepared environmental, site reconnaissance reports.

1996 – 2010 - Geological/Geotechnical/Environmental Services (Southern California).

Provided consulting services to various clients and companies for their short-term projects in Southern California as follows. Team member that accomplished a Phase I environmental site assessment for an approximately 3,400 acre site in Nevada that is occupied by an inactivity, open-pit, copper mine (1 mile long by ½ mile wide and holding 500 feet of water) with oxide heap-leach and sulfide tailings stockpiles, evaporation ponds, ore processing facilities, and impacted groundwater. Review of results from on-site, EM surveys to confirm that presence of anomalies may represent a change of geotechnical properties of the underlying crystalline and consolidated bedrock. Supervised and performed, surface and subsurface, geological/geotechnical studies for hillside, single- and multi-lot, residential and commercial land

1590 N. Brian Street, Orange, CA 92867-3406 FAX (714) 637-3096 PHONE (714) 637-3093
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developments. Monitored anchor bolt installation, and their extensometer testing, to tie concrete tunnel lining to bedrock. Logged borings and supervised installation of groundwater monitoring wells of pilot study of MTBE contamination. QA/QC and review of reports to content and appropriateness of recommendations for environmental assessments, geological/geotechnical investigations, and completion of mass grading operations. Supervised underground storage tank (UST) removals; supervised and tested soil backfill of tank cavities. Supervised/performed groundwater sampling and data collection, and prepared quarterly groundwater monitoring reports.

Nov. 2004 – Apr. 2006: Wildermuth Environmental (Southern California) – Geologist.

Provided geological consulting services during construction/installation/development of, nested, groundwater monitoring wells (250 to 1140 feet deep) in the Chino Basin of the Inland Empire (So. California). Services consisted of on-site: oversight of drilling contractor and his reverse-rotary operation during advance of the borings; lithologic and stratigraphic logging of cutting samples from the bores; interpretation of “down-hole” geophysical survey logs, and correlating them with the lithologic logs; identifying water-bearing alluvial and bedrock deposits; and supervision of the construction and development of the wells.

Nov. 2000 – Nov. 2004: Tetra Tech (Southern California) – Geologist.

During consulting assignments (on a temporary basis) for sites near downtown Los Angeles and San Bernardino, which had been occupied by manufactures gas plants (MGP), provided: over-all, on-site supervision for program and contractor’s drilling operations; and the hydrogeologic characterizations and assessments. Additionally, for the Los Angeles site: designed and installed groundwater monitoring wells; advanced probes into bedrock underlying the site to expand collected lithologic and stratigraphic data and to produce a “Top of Bedrock Contour Map”; supervised a geophysical refractive survey across the property; and identified areas for future investigation, on and adjacent to the site, where regional aquifers were suspected of being in contact.

At a chromium VI superfund site in Los Angeles provided: overall, on-site supervision of program and contractor’s drilling operation; and performed hydrogeologic characterization and assessment for site, and designed and installed groundwater monitoring wells (up to 425 feet bgs).

June 2001 – 2003: Converse Consultants (Southern California) – Geologist

During temporary consulting assignments for several Los Angeles Unified School District sites, assisted with field/office geological/geotechnical studies and preparation of PEA evaluations.

1998 – 1999: Jenkins/Gales & Martinez (Los Angeles) – Geologist.

For the Metropolitan Water District, Inland Feeder Project, Arrowhead East Tunnel in Highland, California: Mapped geologic conditions, exposed by a TBM mining operation, along 1.5 miles of a 6-mile long and

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19-foot diameter tunnel. Tunnel excavated through several splays of the active San Andreas Fault System and cataclastic, sedimentary, igneous, and metamorphic rock types. Mapping performed to provide a record of rock conditions and to establish parameters by which owner would pay contractor. Additionally, assisted with monitoring the placement of over 2 million pounds of cement through the last 0.75 mile of tunnel as contact, consolidation, and formational grout.

1993 – 1996: Environmental Solutions, Inc. (Irvine, California) – Project Supervisor/Sr. Geologist.

OII Superfund Landfill (Monterey Park, California). Characterized alluvium and bedrock lithologies, stratigraphy, and structure for apportion of this site with mapping continuous, oriented cores, obtaining measurements of geologic planes from the cores with a goniometer, and interpretation of “down-hole” geophysical logs and their correlation to the lithologic logs. This mapping identified geologic conditions under the studied portion of the site that provided paths for gases and liquids to flow from the landfill. Designed and installed gas/water monitoring and recovery wells that were constructed in angled and vertical bores of up to 220 feet linear length and depth, respectively.

Royal Meridian King Gold Mine (Northern California). For closure of a gold mine located in the foothill, metamorphic terrain of the Sierra Nevada Mountains: reviewed geology of the property and water balance projections to assure the planned, on-site earth dam and reservoir would retain the mine effluent waters (including arsenic used with the processing) and groundwater; set-up and performed surface and subsurface geological/geotechnical mapping of bam site; performed in-situ pump tests in borings advanced along the proposed dam axis to identify potential paths for seepage for the stored waters through the bedrock channel section and abutments; and recommended treatments for abutments to reduce/eliminate seepage.

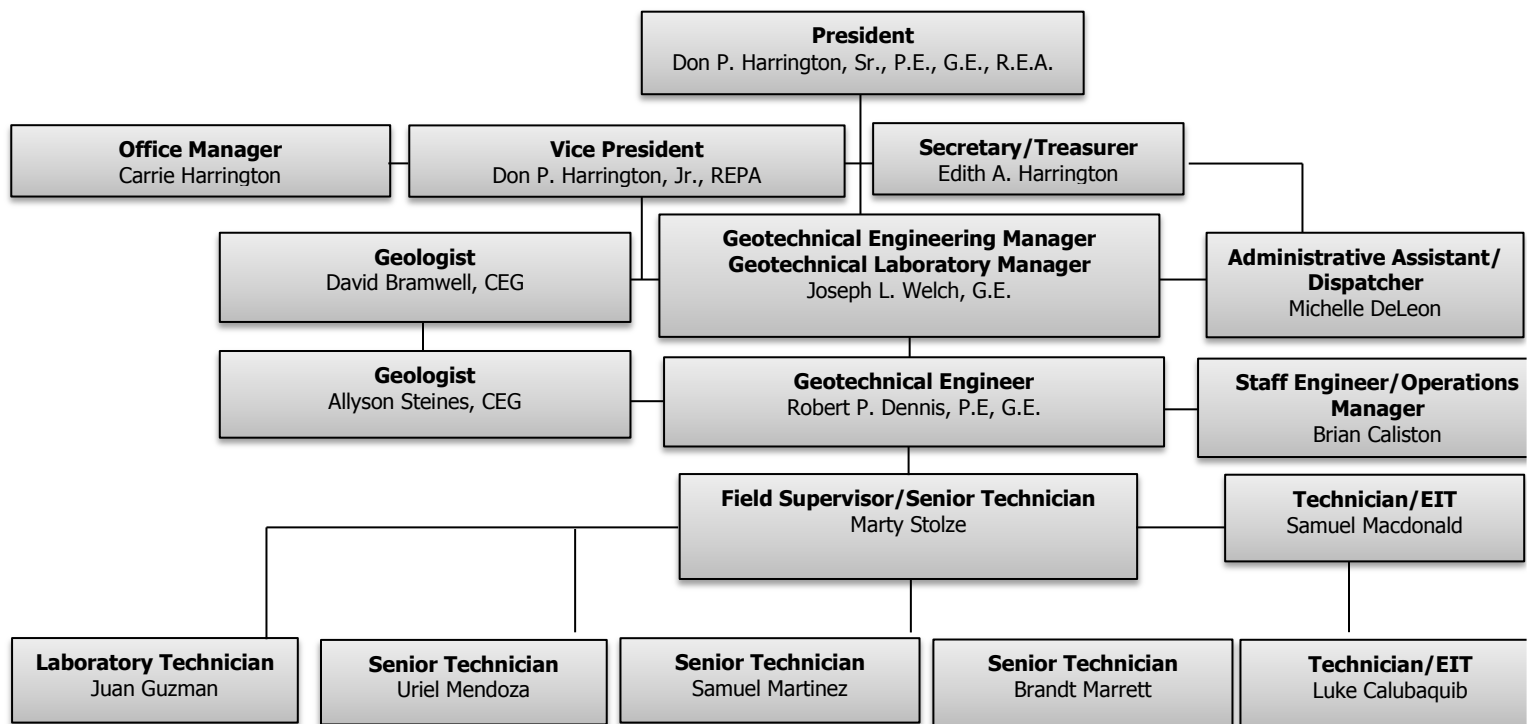
Proposed Landfills (Nevada and California). Provided design engineers with regional and site-specific geologic conditions for sites; and identified regional “capable” faults and the degree of induced ground shaking at sites due to earthquakes along these faults.

Site assessments (California). Performed hydrogeologic characterization and environment assessment on four (4) Railroad properties (including a landfill) and four (4) Railroad properties leased to other. Defined status and extent of contaminants, the geologic conditions underlying properties, and potential for contaminant migration. Provided input to recommendations for contaminants remediation.

AT YOUR REQUEST, A FULL RUSUME WILL BE PROVIDED WITH DETAILS OF PROJECTS AND EXPERIENCE PRIOR TO 1993.

"SECTION D"

ORGANIZATIONAL CHART



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LIST OF PUBLIC AGENCY WORK/REFERENCES "SECTION E"

Project Description	Client	Contact Person/Phone/E-Mail
City-Wide On-Call Geotechnical Services (current)	City of Tustin	Eddy Jan, Project Engineer 714/573-3157, ejan@andpen.com
City-Wide On-Call Geotechnical Services (current)	City of Yorba Linda	Fredy Castillo, Assistant Engineer 714/961-7170, fcastillo@yorba-linda.org
City-Wide On-Call Geotechnical Services (current)	City of Orange	Randy Nguyen, Assistant Civil Engineer 714/744-5544, rnguyen@cityoforange.org

Outside Services- Subconsultants

At this time, HGEI does not anticipate the need to hire any outside personnel to provide the subject services.

PROJECT UNDERSTANDING/APPROACH "SECTION F"

Our understanding of the RFP would be to provide consulting support services on projects on an "On-Call," basis. Specifically, these services would include but not be limited to geotechnical engineering, geology materials testing and inspection and deputy inspection.

All work performed by HGEI personnel would comply with current codes and methods used in today's construction industry.

Our approach to all projects is to first consult with City Staff review project details/requirements and other members of the design team and then to develop a scope of work that will lead ultimately to a successful project.

Our strength comes from over one hundred years of combined geotechnical engineering experience and completion of thousands of projects involving residential, schools, hospitals, military, commercial/industrial low/high-rise buildings, roadway/parking lot paving, storm drain and small/large mass grading projects.

We anticipate these services would likely include but not be limited to 1): Inspection/testing during grading and paving operations; 2) conducting geotechnical investigations; 3) reviewing geotechnically related documents; 4) providing deputy inspection services.



SCHEDULE- "SECTION G"

Field Testing- This usually is done on a daily basis working along with City representatives. This work includes, testing the compaction of the subgrade aggregate base and asphalt concrete pavement. This is a standard daily protocol for our firm. Reports are usually submitted the day of the testing or one day after depending on the type of testing being conducted.

Preliminary Investigations- These services can usually be started within one week of notice to proceed and a written cost estimate is accepted by the City a complete preliminary report can be submitted within 3 weeks thereafter.

Review- We do not anticipate providing much of these services during this contract. However, should this service be requested standard reviews can be completed within 5 days, more complex projects may take up to two weeks to respond.

City council review- Should we be requested to present a presentation to the City council we may need to send our geotechnical engineer and geologist to present an illustrated presentation to detail a project which is up for development. The presentation will provide the geotechnical pros and cons to the development scheme along with input to feasibility.

COMMUNICATION- "SECTION H"

We anticipate communication with City staff on a daily basis. This is usually done between our field representative. Daily field reports will be provided for our work daily and can either be in a hard copy of submitted electronically via e-mail. This directive usually is given by the City on a job by job basis.

Due to the recent COVID19 virus pandemic we try to submit all reports electronically therefore minimizing the need to transmit hand to hand paperwork.

FEE SCHEDULE- "SECTION I"

Our fee schedule for compensation is presented in a separate sealed envelope.

"SECTION J"

We are currently under contract with the City of Laguna Hills and are able and willing to submit updated certificates of insurance for the contract period.

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"SECTION K"

Signed Certificate Attached.

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Attachment: Proposed Agreement with Harrington Geotechnical Engineering, Inc. (2143 : Agreement for On-Call Geotechnical Services)

City of Laguna Hills
RFP ON-CALL SOILS ENGINEERING CONSULTING SERVICES

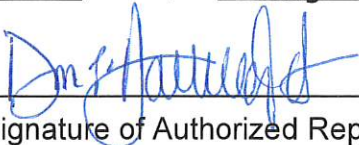
ATTACHMENT 1

NON-COLLUSION AFFIDAVIT

The undersigned represents and certifies that:

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

I declare under penalty of perjury pursuant to the laws of the State of California and the United States that the foregoing facts are true and correct. Executed this 16 day of April, 2020, at Orange, California.



Signature of Authorized Representative

Don P. Harrington, Jr.

Name of Authorized Representative

Vice President

Title of Authorized Representative

City of Laguna Hills
RFP ON-CALL SOILS ENGINEERING CONSULTING SERVICES

ATTACHMENT 2

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

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

Consultant: Don P. Harrington, Jr.
Name (Please Print or Type)

By: 
Consultant's Signature & Title

Date: April 16, 2020

This executed form must be submitted with proposal.

City of Laguna Hills
RFP ON-CALL SOILS ENGINEERING CONSULTING SERVICES

ATTACHMENT 3

CERTIFICATION OF PROPOSAL TO THE CITY OF LAGUNA HILLS

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

- A) No elected or appointed official, officer, or employee of the City has been or shall be compensated, directly or indirectly, in connection with this proposal or for any work connected with this proposal; should any agreement be approved in connection with this Request for Proposals ("Agreement") no elected or appointed official, officer, or employee of the City, during the term of his/her service with the City, shall have any direct or indirect financial interest in the Agreement, or obtain any present, anticipated, or future financial interest or other material benefit arising therefrom;
- B) No elected or appointed official, officer, or employee of the City shall have any financial interest, direct or indirect, in the Agreement nor shall any such official, officer, or employee participate in any decision relating to the Agreement which effects his/her personal financial interest or the financial interest of any corporation, partnership, or association in which they are, directly or indirectly, interested in violation of state law;
- C) The Proposer and its principals do not have now, nor shall it acquire any financial or business interest that would conflict with the performance of services under the Agreement;
- D) Proposer does not and will not discriminate against any employee or applicant for employment because of race, religion, gender, color, national origin, sexual orientation, ancestry, marital status, physical condition, pregnancy or pregnancy related conditions, political affiliation or opinion, age or medical condition;
- E) By submitting the response to this request, Proposer agrees, if selected, to furnish services to the City in accordance with this RFP;
- F) Proposer has carefully reviewed its proposal and understands and agrees that the City is not responsible for any errors or omissions on the part of the Proposer and that the Proposer is responsible for them;
- G) It is understood and agreed that the City reserves the right to accept or reject any or all proposals and to waive any informality or irregularity in any proposal received by the City;

City of Laguna Hills
RFP ON-CALL SOILS ENGINEERING CONSULTING SERVICES

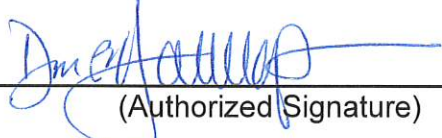
H) The proposal response includes all of the commentary, figures and data required by this Request for Proposal.

I) The proposal shall be valid for 180 days from April 16, 2020.

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 16 day of April, 2020, at Orange, California.

Name of Proposer: Harrington Geotechnical Engineering, Inc.

By: 
(Authorized Signature)

Type Name: Don P. Harrington, Jr.

Title: Vice President

Date: April 16, 2020



City of Laguna Hills Fee Schedule

(2020-2021)

Personnel

Principal Engineer/Geologist	\$ 180.00 Per Hour
Senior Engineer/Geologist	\$ 140.00 Per Hour
Supervisor	\$ 89.00 Per Hour
Geotechnical Aide	\$ 74.00 Per Hour
Senior Technician (Soil, Concrete, Asphalt Concrete)	\$ 78.00 Per Hour
Technician (Soil, Concrete, Asphalt Concrete)	\$ 74.00 Per Hour
Special Inspector (Grading)	\$ 105.00 Per Hour
Special Inspector (Building Construction)	\$ 74.00 Per Hour
Draftsperson	\$ 68.00 Per Hour
Administrative Assistant	\$ 80.00 Per Hour

Field Vehicles/Equipment

Field Vehicle	\$ 10.00 Per Hour
Nuclear Gauge	\$ 10.00 Per Hour

Prevailing Wage Projects

Senior Technician (Soil, Asphalt Concrete)/Special Inspector (Building Construction)

Straight time Per Hour ^{1, 2}
\$120.00

SITE TIME

TRAVEL TIME ³
\$75.00 per hour

Over time Per Hour ^{1, 2}
\$125.00 Daily+ Saturday /\$145.00 (Sunday + Holiday)

Notes: ¹ - These rates are subject to change in accordance with prevailing wage rates set by the Director of Industrial Relations.
² - Nuclear Gauge and/or Field Vehicle charge included.
³ - Travel time does not apply to Special Inspector.

Preparation of Certified Payroll Report..... \$100 each

Consulting on Legal Matters - Deposition Testimony, Expert Witness Testimony, Preparation for Trial and Court Appearances

Principal Engineer/Geologist	\$500 Per Hour
Senior Engineer/Geologist	\$400 Per Hour
(\$1,500.00 Minimum Professional Fee Per Case)	

Basis of Charges

Travel time will be added to job site time to determine total charges. Overtime will be billed at 1.5 times the appropriate hourly rate for time in excess of eight hours per day and for work performed on Saturdays. Charges for work performed on Sundays and/or holidays will be billed at two times the appropriate hourly rates.

Minimum charges for Special Inspector (building construction) will, per industry standard, be determined as follows: 4 hours for inspections performed before noon or beginning after noon, 8 hours for inspections performed in excess of 4 hours or extending past noon.

A minimum of four (4) hours will be charged for any field services and a minimum fee of \$400 will apply to any project. A minimum of two (2) hours, including travel time, will be charged for each site visit.

Prevailing Wage Projects

Daily straight time rates will apply to first 8 hours worked Monday-Friday. Overtime rates will apply as follows: **Daily** - 1.5x straight time rate for first 4 overtime hours, 2.0x straight time rate for overtime hours in excess of 4 hours; **Saturday** - 1.5x straight time (over)

rate for first 12 hours, 2.0x straight time rate for overtime in excess of 12 hours; **Sunday/Holiday** - 2.0x or 3.0x straight time rate, depending on holiday.

Geotechnical Laboratory Charges

Maximum Density-Optimum Moisture Test	
- ASTM D1557	\$ 135.00 Each
- California Method 216	\$ 170.00 Each
- 1-Point Verification (ASTM D1557)	\$ 58.00 Each
Moisture Content Test	\$ 16.00 Each
Moisture & Density Test	\$ 21.00 Each
Sieve or Hydrometer Analysis	\$ 100.00 Each
Sieve & Hydrometer Analysis Combined.....	\$ 157.00 Each
Sand Equivalent Test.....	\$ 84.00 Each
Collapse Potential Test	\$ 105.00 Each
Consolidation Test - With Time Rate	\$ 194.00 Each *
- Without Time Rate	\$ 147.00 Each *
Direct Shear Test - Fast.....	\$ 157.00 Each *
- Slow	\$ 200.00 Each *
- Residual	\$ 577.00 Each *
<i>*Add \$50 Fabrication Charge for Tests on Remolded Specimens.</i>	
Atterberg Limits (LL & PL Only).....	\$ 163.00 Each
Expansion Index Test.....	\$ 121.00 Each
Hveem Stabilometer (R-value) Test - (Soil).....	\$ 263.00 Each
Hveem Stabilometer (R-value) Test - (Aggregate Base) (Cal 301 or ASTM 2844)	\$ 340.00 Each
Water-Soluble Sulfate Test	\$ 53.00 Each

Concrete Coring

2" to 8" diameter up to 6" thick	\$ 184.00 Per Core
Additional thickness	\$ 16.00 Per Inch
Mobilization-Demobilization Charge (Portal-to-Portal)	\$ 137.00 Per Hour

Concrete Laboratory Charges

Compression Test	
Concrete Cylinders (ASTM C39)	\$ 24.00 Each *
Mortar Cylinders (ASTM C39)	\$ 24.00 Each *
Grout Prisms (Uniform Building Code Standard 24-28).....	\$ 24.00 Each *
Sample Pick-Up.....	\$ Quotation
<i>*Includes Molds & Report of Results</i>	

Asphalt Concrete Laboratory Charges

Maximum Density Determination (Cal 304m 2 pt, Average)	\$ 210.00 Each
Stability Value (Cal 366)	\$ 126.00 Each
Extraction/Gradation	\$ 210.00 Each

Equipment/Supply Charges

Organic Vapor Meter (Minimum Charge).....	\$ 157.00 Per Day
Brass Sample Tubes w/Teflon Lines & Plastic Caps	
(2.5" Dia. x 6" Long).....	\$ 21.00 Each
Drill Rig/Bulldozer/Backhoe, Sample Tubes, Misc. Services (Airphotos, Chemical Laboratory Testing, etc.).....	Cost + 15%
Coring Portland Cement Concrete or Asphalt Concrete Pavement	Quotation

Infiltration Tests by Double-Ring Infiltrometer

Test Method: ASTM D3385-09	Quotation
Test Method: ASTM D5093-02 (Reapproved 2008)	Quotation

Miscellaneous Charges

The charge for any tests not indicated above will be billed at cost plus 15 percent. Laboratory technician time will be billed at the rate of \$77.00 per hour

Fax Transmission (\$5.00 minimum).....	\$ 2.25 Per Page
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Expenses

Job-related expenses (per diem, long distance telephone calls, permits, outside printing services, special tests, etc.) will be billed at cost plus 15 percent. Report reproduction (in-house) will be billed at cost.

Terms of Payment

Monthly invoices will be issued for work in progress and a final invoice will be issued upon completion of services. Payment is due upon presentation of invoice and, if not contested within fourteen (14) calendar days, is past due thirty (30) days from date of invoice. Past due accounts may be subject to a carrying charge of 18 percent per annum (or the maximum rate allowed by law) until paid in full. Attorney fees or other collection costs incurred in connection with a past due account will be charged to the client.

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PROFESSIONAL SERVICES AGREEMENT
Ninyo & Moore Geotechnical and Environmental Sciences Consultants, Inc.
On-Call Geotechnical Engineering Consulting Services

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter "Agreement") is made and entered into, to be effective this 14th day of July 2020 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 NINYO & MOORE GEOTECHNICAL AND ENVIRONMENTAL SCIENCES CONSULTANTS, 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 geotechnical engineering firm to provide the City with professional geotechnical engineering consulting services on an as-needed, on-call basis (the "Project").

B. In response to City's Request for Proposals, dated March 16, 2020, Consultant has submitted to City a proposal, dated April 16, 2020, to provide professional geotechnical engineering consulting services on an as-needed, on-call basis to City for the Project pursuant to the terms of this Agreement.

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

D. City desires to retain Consultant to provide such professional 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 professional on-call geotechnical engineering consulting services to City for the Project as set forth in the Consultant's Proposal/Scope of Work, dated April 16, 2020, 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 April 16, 2020 (“Consultant’s Proposal”) and submitted to City, which shall both be 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 the Consultant's Proposal/Scope of Services (Exhibit "A") or make changes by altering, adding to, or deducting from such Work. No such extra work may be undertaken unless a written order is first given by the City to the Consultant, incorporating therein any adjustment in (i) the Annual Maximum Contract Amount, as defined below, and/or (ii) the time to perform this Agreement, which adjustments are subject to the written approval of the Consultant. It is expressly understood by Consultant that the provisions of this section shall not apply to the Work and Services specifically set forth in the Scope of Services or reasonably contemplated therein, regardless of whether the time or materials required to complete any Work or Service identified in the Scope of Services exceeds any time or material amounts or estimates provided therein.

1.9 Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other contractors, consultants, or vendors for services similar to the services that

are the subject of this Agreement. Consultant further acknowledges that City may have its own employees perform services similar to the services that are the subject of this Agreement.

2. COMPENSATION

2.1 Maximum Contract Amount. For the Services and Work rendered pursuant to this Agreement, Consultant shall be compensated by City for the services performed, including authorized reimbursements, on a time and materials basis in accordance with the professional hourly rates and charges as set forth in the Schedule of Compensation/Fees, which is attached hereto collectively as Exhibit "A" and is incorporated herein by reference, but not exceeding the annual maximum contract amount of One Hundred Thousand Dollars (\$100,000.00) (hereinafter referred to as the "Annual Maximum Contract Amount"). The method of compensation shall be as set forth in Exhibit "A". Compensation for necessary expenditures for reproduction costs, telephone expenses, and transportation expenses must be approved in advance by the Contract Officer designated pursuant to Section 4.2 and will only be approved if such expenses are also specified in the Schedule of Compensation/Fees. The maximum amount of City's payment obligation under this Agreement is the amount specified in this section.

2.2. Method of Payment. Unless some other method of payment is specified in the Schedule of Compensation/Fees (Exhibit "A"), in any month in which Consultant wishes to receive payment, no later than the tenth (10th) working day of such month, Consultant shall submit to the City, in a form approved by the City's Finance Director, an invoice for services rendered prior to the date of the invoice. Such requests shall be based upon the amount and value of the services performed by Consultant and accompanied by such reporting data including an itemized breakdown of all costs incurred and tasks performed during the period covered by the invoice, as may be required by the City. City shall use reasonable efforts to make payments to Consultant within forty-five (45) days after receipt of the invoice or a soon thereafter as is reasonably practical.

2.3 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 July 14, 2020 through July 13, 2022). Thereafter, Consultant may submit a request to adjust its fees, rates, and/or unit prices once per year during the remainder of the term of the Agreement as provided for herein. However, approval of any request to adjust Consultant's fees, rates, and/or unit prices as set forth herein shall be made at the sole discretion of the City Manager, in writing, and is subject to the City's approved budget. Such fee, rate, and/or unit pricing adjustment(s), if any, shall not exceed the value of the change in the Consumer Price Index for the Los Angeles/Orange County area for the preceding one year as published for the month of April of any given year. In no event shall any adjustment of any fee, rate, and/or unit pricing as authorized by this section exceed five percent (5%) per year regardless of CPI or any other cost factors.

2.4 Changes in Scope. In the event any change or changes in the Scope of Services is requested by the City, the Parties shall execute a written amendment to this Agreement, setting forth with particularity all terms of such amendment, including, but not limited to, any additional professional fees. An amendment may be entered into: (a) to provide for revisions or

modifications to documents or other work product or work when documents or other work product or work is required by the enactment or revision of law subsequent to the preparation of any documents, other work product, or work; and/or (b) to provide for additional services not included in this Agreement or not customarily furnished in accordance with generally accepted practice in Consultant's profession.

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

3. SCHEDULE OF PERFORMANCE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement. The time for completion of the services to be performed by Consultant is an essential condition of this Agreement. Consultant shall prosecute regularly and diligently the Work of this Agreement according to the agreed upon Schedule of Performance.

3.2 Schedule of Performance. Consultant shall commence the Services pursuant to this Agreement upon receipt of a written notice to proceed, or on each task order, if applicable, and shall perform all Services within the time period(s) established in the Schedule of Performance, which is attached hereto as Exhibit "A" and is incorporated herein by reference. When requested by Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer; however, the City shall not be obligated to grant such an extension.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the Services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant (financial inability excepted), including, but not limited to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, pandemics, quarantine restrictions, riots, strikes, freight embargoes, wars, and/or acts of any governmental agency, including the City, if Consultant, within ten (10) days of the commencement of such delay, notifies the City Manager in writing of the causes of the delay. The City Manager shall ascertain the facts and the extent of delay, and extend the time for performing the Services for the period of the enforced delay when and if in the judgment of the City Manager such delay is justified. The City Manager's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this section.

3.4 Term. Unless earlier terminated as provided elsewhere in this Agreement, this Agreement shall commence upon the effective date of this Agreement and shall continue in full force and effect for a period of five (5) years, commencing on July 14, 2020 and ending on July 13, 2025 ("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 project task order by the City. Furthermore, Consultant hereby agrees and acknowledges that execution of this Agreement by the City does not in any way guarantee that a task order will be issued to Consultant. Moreover, execution of this Agreement by the City shall not entitle Consultant to any form of payment or compensation from the City without City first having issued a project task order.

4. COORDINATION OF WORK

4.1 Representative of Consultant. The following principal of Consultant is hereby designated as being the principal and representative of Consultant authorized to act in its behalf with respect to the Services to be performed under this Agreement and to make all decisions in connection therewith: **Kurt S. Yoshii, Principal Engineer.** 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: Ninyo & Moore Geotechnical and Environmental
 Sciences Consultants, Inc.
 Attention: Kurt S. Yoshii, Principal Engineer
 475 Goddard, Suite 200
 Irvine, California 92618
 Telephone: (949) 753-7070
 Facsimile: (949) 753-7071

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

 JANINE HEFT,
 Mayor

ATTEST:

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

APPROVED AS TO FORM:

 GREGORY E. SIMONIAN,
 City Attorney

“CONSULTANT”
Ninyo & Moore Geotechnical and
Environmental Sciences Consultants,
Inc., a California corporation

By: 

 KURT S. YOSHI, Principal Engineer

By: _____

EXHIBIT "A"

**CONSULTANT'S PROPOSAL/ SCOPE OF WORK
FOR
ON-CALL GEOTECHNICAL ENGINEERING CONSULTING SERVICES**

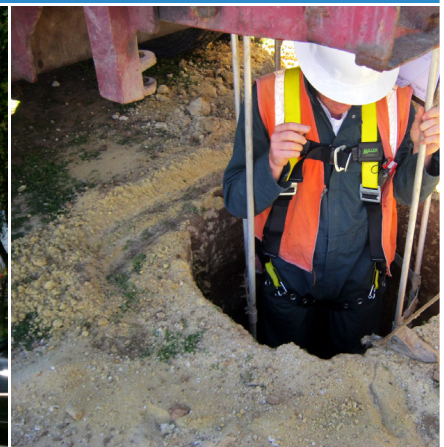
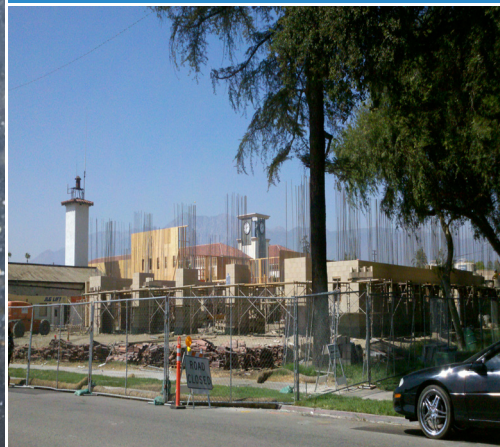
DATED: APRIL 16, 2020

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



City of Laguna Hills
 Attention: Kenneth Rosenfield
 Assistant City Manager/Public Services Director
 24035 El Toro Road
 Laguna Hills, CA 92653

RFP ON-CALL SOILS ENGINEERING, GEOTECHNICAL ENGINEERING AND SUPPORT SERVICES



April 16, 2020
 Proposal No. 04-02279

Ninyo & Moore
 Geotechnical & Environmental Sciences Consultants

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Appendix A: RFP Addendum No. 1

Appendix B: Key Personnel Resumes

Appendix C: List of Previous and Current Clients



Geotechnical & Environmental Sciences Consultants

April 16, 2020
Proposal No. 04-02279

A. Cover Letter

City of Laguna Hills
Attention: Kenneth Rosenfield
Assistant City Manager/Public Services Director
24035 El Toro Road
Laguna Hills, CA 92653

Subject: Proposal to Provide On-Call Soils Engineering, Geotechnical Engineering, and Support Services

Dear Mr. Rosenfield:

Ninyo & Moore Geotechnical and Environmental Sciences Consultants (Ninyo & Moore), a California corporation, is pleased to submit our qualifications to provide on-call soils engineering, geotechnical engineering, and support services for the City of Laguna Hills (City). We have prepared this proposal based on the City's Request for Proposals (RFP) issued on March 16, 2020, and Addendum No. 1, dated April 2, 2020. We have included a signed copy of the RFP Addendum No. 1 in Appendix A of this submittal. We fully understand the type of services the City requires, and are ready to meet your needs by making available a dedicated team of professionals who have the requisite experience and resources to successfully complete the assignments.

Ninyo & Moore has provided similar geotechnical services for many city and county agencies under on-call contracts throughout California and many in Orange County, California. Having successfully worked on many similar on-call contracts, we are very familiar with administrative procedures as well as the technical requirements necessary for on-call, public agency contracts, and are confident that the City will find Ninyo & Moore's qualifications and experience to meet or exceed the City's requirements.

Some of the advantages offered by Ninyo & Moore to the benefit of the City include:

RELEVANT EXPERIENCE – A proven track record of successfully providing similar on-call geotechnical services for local agencies on a wide variety of projects. Ninyo & Moore will utilize the project management style and approach that we have successfully developed for the past and current on-call contracts with public agencies. Throughout the contract duration, our proposed project manager and single point of contact for the City, will meet with the representative(s) of the City and/or Client to discuss task order assignments and the anticipated services required for those projects.

PROXIMITY – Our professional consulting services will be performed from our local Irvine office and certified soils and materials laboratory. Our office is located within 800 feet of the City of Laguna Hills city limits. The proximity of our office and laboratory will enable us to provide quick response to requested services and will essentially eliminate delays due to travel time and traffic for our personnel.

Ninyo & Moore Geotechnical and Environmental Sciences Consultants
475 Goddard, Suite 200, Irvine, California 92618
Tel: 949.753.7070 | Fax: 949.753.7071

AVAILABLE RESOURCES – As one of the largest geotechnical and environmental consulting firms in southern California, Ninyo & Moore employs more than 490 professionals, including in-house professional staff to perform all the geotechnical services for this contract. Our in-house professional and equipment resources enable Ninyo & Moore to deliver efficient services to our clients.

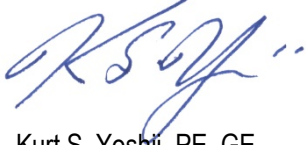
CERTIFIED LABORATORIES AND EQUIPMENT – Our laboratories have been certified/accredited by various agencies including Caltrans, American Association of State Highway and Transportation Officials (AASHTO), Cement and Concrete Reference Laboratory (CCRL), the Division of the State Architect (DSA), the City of Los Angeles, and many other public agencies.

As the contact person who is authorized to make representations for and bind Ninyo & Moore, I will be readily available and can be reached at telephone number (949) 753-7070; fax number (949) 753-7071, and/or at kyoshii@ninyoandmoore.com to answer any questions during your evaluation period. Our proposal is valid for a period of 180 days from the due date. We are able to extend this period if requested in writing by the City.

We look forward to the opportunity to discuss our capabilities with you personally. Ninyo & Moore appreciates the City's favorable consideration of our proposal.

Respectfully submitted,

NINYO & MOORE



Kurt S. Yoshii, PE, GE
Principal Engineer

KSY/emc

Distribution: 1 Original by US Mail (Hard Copy and Electronic Copy on USB)
1 Electronic Mail (Proposal and Fee Proposal Submitted Separately)

B. Company Data

1. Official Name and Address

Official Name: Ninyo & Moore Geotechnical and Environmental Sciences Consultants

Local Office Address: 475 Goddard, Suite 200, Irvine, California 92618

Corporate Headquarters: 5710 Ruffin Road, San Diego, California 92123

2. Name, Address, and Telephone Number of Primary Point of Contact

Primary Contact: Kurt S. Yoshii, PE, GE, ENV SP

Address: 475 Goddard, Suite 200, Irvine, California 92618

Phone Number: (949) 753-7070, extension 12233

Email Address: kyoshii@ninyoandmoore.com

3. Ninyo & Moore's Entity

California Corporation

4. Federal Employer I.D. Number

33-0269828

5. Ninyo & Moore's Office Locations (address and telephone numbers) and Authorized Email Address for All Offices

Alameda, CA: 2020 Challenger Drive, Suite 103, Alameda, California 94501, 510.343.3000

Fontana, CA: 7888 Cherry Avenue, Unit I, Fontana, California 92336, 909.758.5960

Irvine, CA: 475 Goddard, Suite 200, Irvine, California 92618, 949.753.7070

Los Angeles, CA: 355 South Grand Avenue, Suite 2450, Los Angeles, California 90071, 213.488.5111

Monterey Park, CA: 1111 Corporate Center Drive, Suite 206, Monterey Park, California 91754, 323.318.2660

San Diego, CA (Corporate): 5710 Ruffin Road, San Diego, California 92123, 858.576.1000

San Francisco, CA: 50 California Street, 7th Floor, San Francisco, California 94111, 415.616.0378

San Jose, CA: 2149 O'Toole Avenue, Suite 30, San Jose, California 95131, 408.435.9000

Sacramento, CA: 1401 Halyard Drive, Suite 110, West Sacramento, California 95691, 916.373.9858

Phoenix, AZ: 3202 East Harbour Drive, Phoenix, Arizona 85034, 602.243.1600

Prescott, AZ: 8281 East Jacque Drive, Suite B, Prescott Valley, Arizona 86314, 928.759.8150

Tucson, AZ: 1991 East Ajo Way, Suite 145, Tucson, Arizona 85713, 520.577.7600

Denver, CO: 6001 South Willow Drive, Suite 195, Greenwood Village, Colorado 80111, 303.629.6000

Broomfield, CO: 11680 Quay Street, Suite C, Broomfield, Colorado 80020 720.974.9844

Fort Collins, CO: 309 South Summit View Drive, Unit 6, Fort Collins, Colorado 80524, 303.629.6000

Las Vegas, NV: 6700 Paradise Road, Suite E, Las Vegas, Nevada 89119, 702.433.0330

Houston, TX: 2313 West Sam Houston Parkway N., Suite 119, Houston, Texas 77043, 713.973.8400

Salt Lake City, UT: 3640 West 2100 South, Building 2, Salt Lake City, Utah 84120, 801.973.2500

Authorized Email address for all offices: nminquiries@ninyoandmoore.com

6. Statement of Ownership

Ninyo & Moore is a privately held company with private stock holders. It is not totally or partially owned by another business organization or individual.

7. Number of Years in Business

33 years. Ninyo and Moore has been in business since 1986.

8. Number of Years Providing Required, Equivalent, and Related Experience

33 years. Ninyo & Moore is a geotechnical engineering consulting firm and has been practicing soil engineering, geotechnical engineering and support services since our inception in 1986.

9. Comparable Contracts During the Past 5 Years

Ninyo & Moore has become a specialist in providing on-call services for public agencies. Through the many years of providing on-call services, we have developed a management approach that enables us to provide our clients with responsive, efficient, and cost-effective services utilizing master agreement/on-call contracts with specific task order work assignment authorizations. The success of our approach is demonstrated through our long list of successful public agency on-call services contracts and the continued renewal of these contracts. The following table lists the comparable on-call contracts we have held, as a prime firm, for the past 5 years. We have also included more additional details about selected contracts in the paragraphs that follow.

Client/Agency	Year Started/Completed	Scope of Work/Project Description	Project Manager	Developer of Project	Cost	Size of Project	Size of Contract
Cities							
City of Anaheim	2018-2020	On-Call Geotechnical and Materials Testing Services	Robert Bigger	N/A	*	**	\$1,000,000 for 2 years
City of Fullerton	2018-2021	On-Call Geotechnical Engineering and Materials Testing Services	Rajindra Handapangoda	N/A	*	**	\$20,000 for 1 year
City of Rancho Santa Margarita	2016-2021	On-Call Geotechnical Consulting Services	Michael Putt	N/A	*	**	\$150,000 for 1 year
City of Santa Ana	2018-2021	On-Call Geotechnical, Materials Testing and Special Inspection Services	Andy Rodriguez	N/A	*	**	\$600,000 for 3 years
City of Corona	2019-2022	On-Call Engineering & Professional Services	Garreth Saiki	N/A	*	**	\$500,000 for 3 years
City of Culver City	2018-2023	On-Call Geotechnical Engineering, Materials Testing, and Inspection	Franklin Ruiz	N/A	*	**	\$25,000 for 1 year
City of Diamond Bar	2016-2021	As-Needed Soils and Geotechnical Engineering Services	Michael Putt	N/A	*	**	\$10,000 for 1 year
City of Los Angeles	2016-2022	On-Call Geotechnical and Environmental Services	Garreth Saiki	N/A	*	**	\$100,000 for 1 year
City of Moreno Valley	2020-2022	On-Call Material Testing and Geotechnical Services	Phil Nekoranec	N/A	*	**	\$100,000 for 2 years
City of Pasadena	2018-2023	On-Call Geotechnical Engineering Services	Phil Nekoranec	N/A	*	**	\$500,000 for 5 years
City of Rancho Cucamonga	2019-2024	On-Call Geotechnical and Material Sampling/Testing Services	Phil Nekoranec	N/A	*	**	\$200,000 for 5 years
City of Riverside	2019-2022	On-Call Geotechnical and Environmental Services	Jeffrey Dalgity	N/A	*	**	\$2,000,000 for 3 years
City of Santa Monica	2018-2020	On-Call Geotechnical Consulting Services	Michael Putt	N/A	*	**	\$ 105,000 for 2 years

Client/Agency	Year Started/Completed	Scope of Work/Project Description	Project Manager	Developer of Project	Cost	Size of Project	Size of Contract
Counties							
County of Los Angeles	2015-2020	As-Needed Materials Testing, Pavement Mix Design and Inspection Services	Robert Bigger	N/A	*	**	\$3,500,000 for 5 years
County of Riverside Transportation Department	2019-2022	On-Call Geotechnical and Materials Testing Services	Phil Nekoranec	N/A	*	**	\$350,000 for 3 years
County of San Bernardino	2018-2023	On-Call Geotechnical, Inspection and Materials Testing	Jasmin Kelley	N/A	*	**	\$1,250,000 for 5 years
Schools							
California State University Dominguez Hills	2020-2022	On-Call Geotechnical Engineering Services	Franklin Ruiz	N/A	*	**	\$400,000 for 2 years
Long Beach Unified School District	2019-2022	As-Needed Materials Testing & Inspection Services	Rajindra Handapangoda	N/A	*	**	\$850,000 for 3 years
Orange Unified School District	2020-2022	On-Call Geotechnical and Materials Services	Jasmin Kelley	N/A	*	**	\$25,000 for 1 year
Santa Ana Unified School District	2019-2020	On-Call Materials Testing Services	Andy Rodriguez	N/A	*	**	\$200,000 for 2 years
Utilities/Water Districts							
Irvine Ranch Water District	2019-2021	On-Call Geotechnical Engineering Services	Tino Rodriguez	N/A	*	**	\$100,000 for 1 year
Orange County Sanitation District	2019-2022	On-Call Materials Testing, Inspection and Other Geotechnical Testing Services	Robert Bigger	N/A	*	**	\$300,000 for 3 years
Southern California Edison	2019-2020	On-Call Geotechnical and Materials Testing Services	Greg Corson	N/A	*	**	\$1,000,000 for 1 year
South Coast Water District	2016-2021	On-Call Geotechnical Consulting Services	Michael Putt	N/A	*	**	\$300,000 for 1 year
West Basin Municipal Water District	2019-2021	On-Call Geotechnical and Materials Testing Services	Robert Bigger	N/A	*	**	\$50,000 for 1 year
Transportation Agencies							
Foothill Transit	2020-2022	On-Call Materials Testing & Inspection Services	Michael Putt	N/A	*	**	\$75,000 for 2 years
LA Metro	2018-2025	On-Call Materials Verification Testing and Inspection Services	Garreth Saiki	N/A	*	**	\$12,000,000 for 7 years

Client/Agency	Year Started/Completed	Scope of Work/Project Description	Project Manager	Developer of Project	Cost	Size of Project	Size of Contract
Orange County Transportation Authority	2016-2020	On-Call Soils Testing and Inspection Services	Andy Rodriguez	N/A	*	**	\$460,000 for 4 years
Port of Long Beach	2019-2022	On-Call Geotechnical, Material Testing and Inspection Services	Andy Rodriguez	N/A	*	**	\$2,000,000 for 3 years
Transportation Corridor Agencies	201-2022	On-Call Geotechnical Consulting Services	Michael Putt	N/A	*	**	No dollar value. Term is 2 years

*Cost of construction unknown. Multiple task order assignments issued under the on-call contract.

**Size of project varies. Multiple task order assignments issued under the on-call contract.

CITY OF RANCHO SANTA MARGARITA ON-CALL GEOTECHNICAL CONSULTING AND MATERIALS TESTING SERVICES, RANCHO SANTA MARGARITA, CALIFORNIA

Project Description: Ninyo & Moore has provided on-call geotechnical engineering consulting and material testing services for various City projects. Our services included geotechnical observation and materials testing services for various construction projects including numerous pavement rehabilitation projects, pavement slurry seal, and drainage improvements and third-party review of geotechnical reports for new developments. We have also provided emergency observation of slope failures resulting from heavy rain events and have made presentations to the City Council at the request of the City Engineer.

The projects that included geotechnical and materials testing services were Antonio Parkway drainage improvements, Melinda Road pavement rehabilitation, Robinson Ranch Road pavement rehabilitation, Avenida Empresa and Santa Margarita Parkway intersection improvements, and the slurry seal program. The Trabuco Highlands slope failure project involved geologic observation services, including geologic mapping, logging and sampling of exploratory test pits and borings, project coordination, review of previous reports and plans at the City, engineering analysis, attending home owner association meeting, laboratory testing and preparation and updates of draft report. Alicia Parkway pavement resurfacing and Robinson Ranch Road traffic calming involved materials testing services. The specific third-party review projects consisted of the Lakeshore South, Bell Canyon Drive drainage enhancement, and review of the grading permit for Phase II of the proposed athletic building at the Santa Margarita Catholic High School.

CALTRANS DISTRICT 12 ON-CALL GEOTECHNICAL AND ENVIRONMENTAL SERVICES, ORANGE COUNTY, CALIFORNIA

Project Description: Ninyo & Moore was retained to provide materials testing services for various projects located in Orange County, California as part of the Professional and Technical Construction Engineering, Critical Path Method (CPM) Analysis Services, Material Testing, and Construction Surveying Caltrans District 12, Contract # 12A1437. The projects consisted of providing as-needed materials testing services to support the development and construction of State transportation projects in District 12. These projects included various testing on Interstate 5, and State Routes 57, 91, and the 73.

Our services included project coordination and management. Our field services included sampling and testing of concrete, asphalt concrete (AC), subgrade and aggregate base (AB). Our laboratory testing services included California Impact Test (CT 216), R-Value (CT 301), AC extraction (CT 310), AC maximum density (CT 366), durability (CT 229), and flexural strength testing (CT 523).

Our testing services were performed in general accordance with Caltrans requirements.

JOHN WAYNE AIRPORT ON-CALL GEOTECHNICAL ENGINEERING, MATERIALS TESTING, AND INSPECTION SERVICES, SANTA ANA, CALIFORNIA

Project Description: Ninyo & Moore has been retained by John Wayne Airport to provide as-requested geotechnical engineering, materials testing, and special (deputy) inspection services for various Airport improvement projects over four consecutive contract periods from 2003 through 2019, and included the key Terminal C expansion project. The four on-call contracts involved over 120 task orders and over \$12,000,000 of work. Ninyo & Moore's services included construction support services involving special (deputy) inspection for reinforced concrete, structural masonry, structural steel and welding, non-destructive testing, and fireproofing. We performed field sampling and testing of construction materials, and we also provided laboratory testing of soil, concrete, steel, and other materials. In addition, Ninyo & Moore provided geotechnical design services for new airport facilities. Design work involved subsurface evaluation, laboratory testing, geotechnical analysis for geologic hazards such as liquefaction, seismic shaking, and settlement, and provided geotechnical design parameters for foundations, slabs, retaining walls, and pavement.

CITY OF FONTANA ON-CALL GEOTECHNICAL SERVICES, FONTANA, CALIFORNIA

Project Description: Ninyo & Moore has provided continuous on-call geotechnical testing services for the City of Fontana, Community Development Department since 1995. During this period, Ninyo & Moore has provided geotechnical design services, geologic evaluations, third party review, and soils and materials testing and inspection services for over 60 projects for various departments at the City, including Public Works, Building and Safety and Community Development. Geologic mapping and third party technical review for fault evaluations was performed for the City as well as third party geologic and geotechnical review of grading plans for proposed residential development that included blasting and disposal of oversize rock materials. During construction of public works projects, we provided soils and materials testing services to evaluate the construction materials conformance to the project specifications. Our services included field density testing of storm drain and sewer main trench backfill, subgrade preparation for sidewalks, curbs, gutters, and roadways, and materials testing and laboratory conformance testing of import soils, base materials, portland cement concrete and asphalt concrete materials. Our services consisted of performing laboratory maximum dry density and optimum moisture content tests and performing in-place field density tests of backfill and subgrade materials in accordance with project specifications. We have also performed post-construction evaluations and materials testing including coring of asphalt concrete pavement to evaluate thickness, density and material type, as well as in-place field density testing of trench backfill and roadway subgrade utilizing sand cone test methods as well as third party review of compaction grouting operations. Upon completion of a project, we submitted a written report to the City of Fontana, as requested, which summarized the results of our geotechnical, materials testing, and third party review services.

CITY OF LOS ANGELES ON-CALL GEOTECHNICAL AND ENVIRONMENTAL SERVICES, LOS ANGELES, CALIFORNIA

Project Description: Ninyo & Moore was awarded a five year, on-call contract with the city of Los Angeles, Department of Public Works, Bureau of Engineering, Geotechnical Division to provide geotechnical and environmental engineering services. We are providing task order-based services on various public works construction projects throughout the city. Our scope of services includes preparing geotechnical data and investigation reports, as well as construction support services, including geotechnical observation and testing during construction utilizing our City of Los Angeles-certified Deputy Grading Inspectors. Our environmental scope of services includes hazardous materials evaluations for soils, groundwater, and building materials, including asbestos and lead paint.

10. Any Failure or Refusals to Complete a Contract

None. Ninyo & Moore has not had any failures or refusals to complete contracts.

11. Individuals/Firms Who Own an Interest of 10% or Greater of Ninyo & Moore

Avram Ninyo owns over 95% of Ninyo & Moore shares.

12. Financial Interests in Other Lines of Business

Ninyo & Moore provides geotechnical engineering, environmental engineering, and construction material testing and inspection services (including soil testing). We do not have any financial interests in other lines of business than these related services.

13. Litigation/Adverse Judgement History

Our litigation history within the past 5 years is provided below.

Date Filed	Plaintiffs/Involved Parties	Nature of Litigation	Disposition/Amount of Damages/Status of Case	Project Name and Description of Role	N&M Office
7/20/16	San Diego Associated Governments	Settlement	Mediation/On-going	Los Penasquitos Lagoon Bridge, San Diego, CA Claim No. MXXL40572 Geotechnical Consulting Services	San Diego
9/20/17	Jose Martinez and Ray Soto	Contractor employee injuries	Settlement: contributed \$45,000.00/Closed	Harkin Theatre Tucson, AZ Claim No. MXXL47000 Geotechnical Consulting Services	Tucson

14. Termination of Contract "For Cause" History

None. Ninyo & Moore has not been terminated and replaced during a project in the past 5 years.

C. Resumes and Qualifications of Personnel

Ninyo & Moore recognizes that the success of a project will depend on staff capabilities and effective project management. Given that necessary technical talent and physical resources are committed to the project, good management becomes the most important item for successful completion of the proposed work. In addition, familiarity with our client's needs and requirements are critical in successfully performing our services to meet or exceed our client's expectations. In order to effectively accomplish our goal of successful completion of our services to our client's satisfaction, our project team will be led by our Principal-in-Charge, Mr. Kurt Yoshii, and coordinated by our Project Manager, Mr. Garreth Saiki. Our proposed key personnel are presented below. Complete resumes are provided in Appendix B and a list of all previous and current clients for key personnel are provided in Appendix C.

KEY PERSONNEL

Principal-in-Charge

Mr. Kurt Yoshii, P.E., G.E., Principal Engineer, will serve as the Principal-in-Charge. Mr. Yoshii will be the primary point of contact for the City for contractual issues and will oversee the work of our staff throughout the duration of the contract. Mr. Yoshii holds a Bachelor's Degree in Civil Engineering from the University of California at Berkeley. He is both a registered Civil Engineer and a licensed Geotechnical Engineer in California and has over 29 years of experience, the past 24 years at Ninyo & Moore. His experience spans the various aspects of geotechnical engineering including design and construction of infrastructure facilities, including roadways and highways, pipelines and treatment plants, airports and port facilities, schools and hospitals, as well as municipal projects and residential homes and developments, including forensic evaluations for residential, commercial and public works projects. Mr. Yoshii has overseen on-call contracts for many public and local agencies, including the Cities of Irvine, Rancho Santa Margarita, Yorba Linda, Los Angeles; Counties of Orange, Los Angeles, San Bernardino, and Riverside, as well as the Port of Long Beach, John Wayne Airport, and Caltrans District 7, 8, and 12. Mr. Yoshii's responsibilities will include timely response to the City's requests, including overseeing our services from preparation of detailed proposals for specific task order requests through the delivery of our services, including project close out.

Project Manager

Mr. Garreth Saiki, P.E., G.E., Principal Engineer, will be the Contract/Project Manager for this contract and will be responsible for overseeing the task-order specific assignments. He will coordinate the day-to-day activities of our geotechnical engineering and field and laboratory staff for this contract. Mr. Saiki holds a Bachelor's degree in Civil Engineering Master's degree in Geotechnical Engineering, both from the University of California at Berkeley, and a Master's Degree in Business Administration from the University of California at Davis. He has over 34 years of experience in geotechnical engineering and has been working at Ninyo & Moore for the past 22 years. Mr. Saiki will be responsible for performing the geotechnical analyses and plan review services required for this contract. He will work closely with our large pool of engineers and geologists to assemble a team with the requisite experience to respond to the City's needs for each specific assignment. Mr. Saiki's responsibilities include coordination of our certified field personnel and field equipment to see that both will be readily available for support of field work and testing assignments. He oversees and assists the lead technicians with scheduling additional personnel and equipment as it becomes necessary. Mr. Saiki is responsible for maintaining up-to-date certifications for our field personnel and equipment, as well as performing routine safety meetings for our field staff. Mr. Saiki has effectively coordinated field operations for Ninyo & Moore on many large public works projects. Mr. Saiki will be available 24 hours, 7 days a week via telephone (949) 753-7070 or via e-mail; gsaiki@ninyoandmoore.com.

Technical Advisor - Geotechnical Engineering

Dr. Daniel Chu, Ph.D., P.E., G.E., Chief Geotechnical Engineer, will serve as Geotechnical Engineering Technical Advisor. Dr. Chu earned his Ph.D. in geotechnical engineering from the University of California at Los Angeles and is a licensed Civil and Geotechnical Engineer in California with over 37 years of experience, the past 26 years at Ninyo & Moore. He has provided geotechnical engineering and third-party review services for city and county agencies for educational, municipal and commercial developments, roads, bridge structures, highways, reservoirs, water treatment plants, pump stations, pipelines, and tunnels. Dr.

Chu is responsible for the quality of engineering, training of staff, and engineering assignments. He has expertise in soil mechanics, dynamic soil behavior, seismic hazard risk assessment, static and dynamic earth loading, liquefaction, design of deep and shallow foundations, shoring systems, slope stability, erosion control, and pavement design. Dr. Chu provides technical oversight during our geotechnical evaluations, exploration/sampling protocol, analysis of laboratory test results, direction of engineering tasks, review of calculations, and report preparation. Dr. Chu has provided technical oversight on many geotechnical design projects under review by for the County of Orange, City of Los Angeles Department of Building & Safety, State of California Division of the State Architect, and the California Geological Survey (CGS), and is experienced with providing the necessary information to these review agencies. Dr. Chu will be responsible for seeing that Ninyo & Moore's geotechnical analyses are performed in accordance with the standard of care utilizing the appropriate geotechnical parameters for the site conditions. He checks the accuracy of our calculations and is also responsible to see that the geotechnical recommendations we develop are reasonable and practical. Dr. Chu will provide technical oversight for the geotechnical engineering aspects of this contract.

Technical Advisor - Engineering Geology

Mr. Michael Putt, PG, CEG, Principal Geologist, will serve as Geologic Technical Advisor. Mr. Putt oversees geologic investigations, such as landslide and slope stability evaluations, fault and seismic hazard evaluations, groundwater studies, evaluation of grading plans, seismic refraction surveys, and provides technical direction to the geologic staff and in-house quality assurance review. Mr. Putt has over 23 years of engineering geology experience in southern California involving new construction for commercial, public works, and residential projects. He has been working at Ninyo & Moore for the past 12 years. He also has experience in forensic geologic investigations. His experience includes evaluation of landslides, slope stability, fault and seismic hazards, groundwater, and grading issues. He has direct field experience in the exploration and construction associated with landslide/slope stabilization, installation of shoring systems, tie-back anchors and foundations, as-graded geologic evaluation/mapping, and hazardous waste assessments. Mr. Putt has also been the chief geologic reviewer for the Rancho Mission Viejo Development for the County of Orange.

Technical Advisor- Quality Assurance and Materials Engineering

Mr. Lawrence Lovett, PE, will serve our Quality Assurance and Materials Engineering Technical Advisor. Mr. Lovett is a licensed Civil Engineer in California. Mr. Lovett holds a degree in Civil Engineering from the University of Maryland as well as a Master's Degree in Business Administration from New York State University. He has over 50 years of experience in materials testing and inspection services, and has been an employee of Ninyo & Moore for the past 25 years. Mr. Lovett's role on this contract will be to oversee Ninyo & Moore's in-house Quality Assurance program for materials testing and inspection services. He will also be a resource for technical expertise on materials testing and inspection issues, including forensic investigations of materials if needed, for the City.

Project Engineer

Rajindra Handapangoda, PE, GE, will serve as Project Engineer for this contract. He will work closely with Mr. Saiki to provide the day-to-day coordination of our geotechnical field and laboratory program as well as the engineering calculations. Mr. Handapangoda holds a Bachelor's of Science Degree in Civil and Environmental Engineering and a Master's Degree in Geotechnical & Earthquake Engineering both from the University of California at Los Angeles. He is California-licensed Civil and Geotechnical Engineer with over 14 years of professional experience, all at Ninyo & Moore. Mr. Handapangoda assists with data acquisition, documentation, and dissemination of data related to all phases of geotechnical investigations, assists with compiling and analyzing geotechnical data obtained from both field and office research, assists with technical tasks including data compilation, calculations, analysis, and design for design projects and/or repair recommendations, coordinates and supervises subsurface drilling activities, conducts investigations of subsurface conditions, prepares correspondence, permit requests, geotechnical reports and other documents.

Field Operations Manager

Mr. Phil Nekoranec, Senior Project Manager, will serve as the Field Operations Manager for this contract and will be responsible for performing overseeing the field testing and inspection services assignments. He will coordinate the day-to-day activities of our field materials testers and inspectors, as needed, for this contract. His responsibilities include coordination of our certified field

personnel and field equipment to see that both will be readily available for task order assignments. He oversees and assists the lead technicians with scheduling additional personnel and equipment as it becomes necessary. He oversees field testing of concrete and asphalt concrete, inspection of asphalt and concrete batch plants, geotechnical laboratory testing, quality control for all laboratory procedures, including fulfilling requirements for ASTM, AASHTO, Caltrans, ACI, and CBC Standards. He has effectively coordinated field operations for Ninyo & Moore on many large public works projects including the cities of Fontana, Moreno Valley, Corona, Ontario, and South Pasadena, the Riverside County Transportation Commission, and Inland Empire Utilities Agency.

The following table shows our Key Personnel's registrations and years of experience.

Key Personnel/Role	Licenses/Registrations/Certifications	Total Years Experience	Years at Ninyo & Moore
Kurt S. Yoshii <i>Principal - in - Charge</i>	PE 54759 (California) GE 2508 (California) PE 14274 (Nevada) PE 3791862202 (Utah) PE 48007 (Colorado)	29	24
Garreth M. Saiki <i>Project Manager</i>	PE 49665 (California) GE 2509 (California) Nuclear Gauge Operator Certification	34	22
Daniel Chu <i>Technical Advisor – Geotechnical Engineering</i>	RCE 37991 (California) GE 2096 (California)	37	26
Michael Putt <i>Technical Advisor – Engineering Geology</i>	PG 7581 (California) CEG 2341 (California) Radiological Safety and Gauge Use Certification	23	12
Lawrence Lovett, PE <i>Technical Advisor- Quality Assurance and Materials Engineering</i>	RCE 50994 (California) QE 3960 (California) PE 16606 (New Jersey) PE 43072 (New York) PE 13352 (Nevada)	50	25
Rajindra Handapangoda, PE, GE <i>Project Engineer</i>	PE 73171 (California) GE 2998 (California)	14	14
Phil Nekoranec <i>Field Operations Manager</i>	ICC Reinforced Concrete ICC Structural Masonry Pacific Nuclear Gauge Operator Certification ACI Concrete Field Technician	21	21

Professional Geotechnical Engineering/Geologic Staff

Ninyo & Moore's Irvine office has a large staff of licensed engineers and geologist available to support task order assignments, including multiple, concurrent assignments, from the City. The following table shows our professional staff's registrations and years of experience.

Professional Geotechnical Engineering/Geologic Staff	Registrations/Certifications	Total Years Experience	Years at Ninyo & Moore
Ronald Hallum, PG, CEG <i>Technical Advisor – Geology</i>	PG 4766 (California) CEG 1484 (California)	35	25
Scott M. Johnson, PG, CEG <i>Principal Geologist</i>	PG 6456 (California) CEG 2295 (California)	31	25
Greg Corson, PE, CEG <i>Senior Geologist</i>	CEG 2310 (California) PG 7318 (California)	25	24
Soumitra Guha, PE, GE <i>Principal Engineer</i>	GE 2632 (California) PE 58967 (California)	29	18

Jennifer Schmidt, PG, CEG <i>Senior Project Geologist</i>	CEG 2649 (California) PG 9016 (California)	13	13
Franklin Ruiz, PE <i>Project Engineer</i>	PE 86496 (California)	9	9
Spencer Marcinek, PE, GE <i>Project Engineer</i>	PE 82775 (California) GE 3127 (California)	8	6
Raphael Benvegna, PE <i>Senior Engineer</i>	PE 70294 (California) PE 39371 (Arizona) Permit-Required Confined Space Certification	36	4
Matthew Harrell, PG, CEG <i>Project Geologist</i>	CEG 2537 (California) PG 8412 (California)	20	3
Bach Tien, PG <i>Project Geologist</i>	PG 9310 (California)	13	3
Brent Adam, PG <i>Project Geologist</i>	PG 9653 (California)	6	3
Osman Pekin PH.D., PE, GE <i>Principal Engineer</i>	PE 37991 (California) GE 2096 (California)	38	2
Julianne Padgett <i>Senior Staff Engineer</i>	PE 84043 (California)	2	1

Field Testing/Inspection Staff

Ninyo & Moore's field staff is highly experienced and qualified to provide testing and inspection services for an extensive range of project requirements. Ninyo & Moore's field and laboratory technicians maintain certifications from the American Concrete Institute (ACI), American Welding Society (AWS), Caltrans, State of California Division of the State Architect (DSA), International Code Council (ICC), Occupational Safety and Health Administration (OSHA), United States Department of Transportation (USDOT), as well as other regulatory agencies. They possess a working knowledge of the requirements and procedures as specified by these agencies. Our field technicians are extensively experienced at providing geotechnical soils and materials testing services for construction projects. The following table is a sampling of field personnel and their certifications that are available to work on this project.

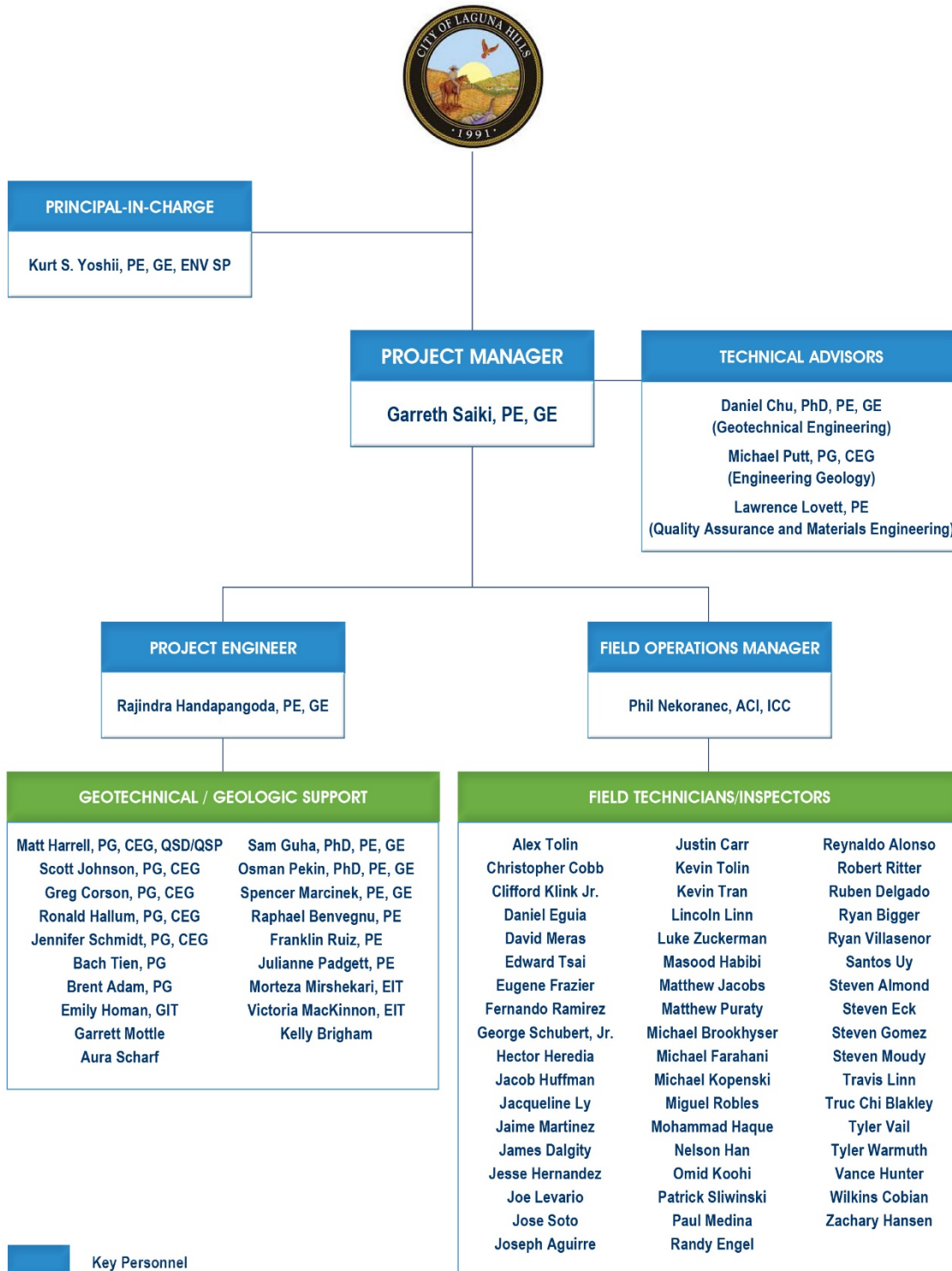
Field Testing/Inspection Staff	Registrations/Certifications	Total Years Experience	Years at Ninyo & Moore
Jose Soto <i>Special Inspector</i>	DSA Masonry Inspector #5432 DSA Class 4 Inspector #5872 AWS Certified Welding Inspector #08092051 ICC Structural Welding Inspector # 5119224 ICC Pre-stressed Concrete ICC Structural Masonry ICC Structural Steel, Bolting and Welding ACI Field Testing Concrete Technician, Grade I	19	11
Sheldon Cole <i>Special Inspector</i>	DSA Masonry Inspector #5280 AWS Certified Welding Inspector #9041251 ICC Reinforced Concrete; Pre-stressed Concrete; Structural Masonry; Structural Steel and Welding; and Fireproofing Inspector #1126426 ACI Field Testing Concrete Technician, Grade I	24	12
Paul Medina <i>Special Inspector</i>	DSA Masonry Inspector #5997 ICC Structural Masonry Inspector ICC Soils Inspector ICC Reinforced Concrete Inspector ICC Pre-stressed Concrete Inspector ICC Spray-Applied Fireproofing Inspector	7	6

	ACI Strength Tester USDOT, Hazmat 49CFR172		
Ray Getz <i>Special Inspector</i>	AWS-Certified Welding Inspector #091211213 ICC Structural Masonry #5246858 ICC Spray-Applied Fireproofing ICC Structural Steel, Bolting and Welding ICC Structural Welding Inspector	16	4
Pat Philpot <i>Special Inspector</i>	AWS-Certified Welding Inspector # 92061981 ICC Structural Steel & Welding Special Inspector #848927 City of Los Angeles Structural Steel #P018963; County of Los Angeles Special Inspector # 00164	35	14
Ryan Bigger <i>Special Inspector/Field Technician</i>	ICC Reinforced Concrete ICC Prestressed Concrete ICC Structural Masonry ICC Sprayed Applied Fire Proofing ICC Structural Steel and Bolting Radiation (Nuclear Gauge) User Safety USDOT, Hazmat 49CFR172	7	7
Dave Meras <i>Special Inspector</i>	AWS-Certified Welding Inspector ICC Soils Special Inspector ICC Structural Steel & bolting Inspector ICC Structural Welding Inspector ACI Field Testing Technician Grade I Radiation (Nuclear Gauge) User Safety Caltrans Soils/Concrete/Batch Plant/Laboratory	24	14
Matthew Jacobs <i>Senior Field Technician</i>	City of Los Angeles Deputy Grading Inspector ICC Soils Special Inspector ACI Field Testing Technician Grade I ACI Aggregate Level I ACI Strength Tester ACI Laboratory Technician Level I ACI Laboratory Technician Level II Radiation (Nuclear Gauge) User Safety	14	8
Steve Eck <i>Senior Field Technician</i>	City of LA Grading Inspector ICC Soils Special Inspector ACI Field Testing Technician Grade I Radiation (Nuclear Gauge) User Safety USDOT, Hazmat 49CFR172	30	10
Lincoln Linn <i>Senior Field Technician</i>	CC Soils Inspector ACI Field Testing Technician Grade I Radiation (Nuclear Gauge) User Safety USDOT, Hazmat 49CFR172	19	10
Steve Moudy <i>Senior Field Technician</i>	ACI Field Testing Technician Grade I Radiation (Nuclear Gauge) User Safety USDOT, Hazmat 49CFR172	20	12
Enamel Haque <i>Senior Field Technician</i>	ACI Field Testing Technician Grade I ICC Soils Special Inspector Radiation (Nuclear Gauge) User Safety USDOT, Hazmat 49CFR172	29	9
George Schubert <i>Senior Field Technician</i>	ACI Field Testing Technician Grade I Radiation (Nuclear Gauge) User Safety USDOT, Hazmat 49CFR172	28	9
Eugene Frazier <i>Senior Field Technician</i>	ACI Field Testing Technician Grade I Radiation (Nuclear Gauge) User Safety Caltrans Soils / Concrete / Batch Plant OSHA 40 Hour Hazwoper	19	19
Masoud Khoshnevis <i>Senior Field Technician</i>	ACI Field Testing Technician Grade I USDOT, Hazmat 49CFR172	22	4
Vance L. Hunter	ACI Field Testing Technician Grade I Radiation (Nuclear Gauge) User Safety	21	20

<i>Senior Field Technician</i>	Caltrans Soils / Concrete / Batch Plant OSHA 40 Hour Hazwoper		
Ryan Villasenor <i>Senior Field Technician</i>	ACI Field Testing Technician Grade I Radiation (Nuclear Gauge) User Safety Caltrans Concrete	11	11
Jacob Huffman <i>Senior Field Technician</i>	ICC Soils Inspector ACI Field Testing Technician Grade I Radiation (Nuclear Gauge) User Safety USDOT, Hazmat 49CFR172	17	12
Matt Puraty <i>Senior Field Technician</i>	ACI Field Testing Technician Grade I Radiation (Nuclear Gauge) User Safety USDOT, Hazmat 49CFR172 OSHA Confined Space	15	13
Daniel Eguia <i>Senior Field Technician</i>	ACI Field Testing Technician Grade I Radiation (Nuclear Gauge) User Safety Caltrans Soils Caltrans Concrete Caltrans Batch Plant Caltrans Laboratory	13	13
Steve Almond <i>Senior Field Technician</i>	Caltrans TL-0111 Certification ACI Level I Concrete	10	10
Wilkins Cobian <i>Field Technician</i>	ACI Strength Tester ACI Field Testing Technician Grade I Radiation (Nuclear Gauge) User Safety Caltrans Soils/Concrete	10	10
Joe Levario <i>Senior Field Technician</i>	ACI Field Testing Technician Grade I Radiation (Nuclear Gauge) User Safety Caltrans Soils / Concrete / Batch Plant USDOT, Hazmat 49CFR172	16	16
Kevin Tolin <i>Senior Field Technician</i>	ACI Field Testing Technician Grade I Radiation (Nuclear Gauge) User Safety Caltrans Soils / Concrete / Batch Plant OSHA 40 Hour Hazwoper USDOT, Hazmat 49CFR172	33	11

D. Organizational Chart

The organizational chart presented below reflects Ninyo & Moore's management structure. The selected key staff meet the requirements of the City and will not be changed without prior written approval from the City. The key staff selected for this contract have all been working at Ninyo & Moore for 12 years or more, many over 20 years, and will maintain their roles throughout the contract duration. If staff changes are requested by the City or due to an event beyond the control of Ninyo & Moore, our Principal-in-Charge, Mr. Kurt Yoshii, will present work with the City to provide similarly qualified staff for replacement.



E. References

The following table lists three references from public agencies for which Ninyo & Moore provided similar services of the nature and scope in the City of Laguna Hills RFP in the past five years. Please contact these references at your convenience to discuss our performance on their contracts.

Client	Description of Services	Client Contact
City of Rancho Santa Margarita 22112 El Paseo Rancho Santa Margarita, California 92688	On-call geotechnical engineering consulting, third-party review, emergency services, and material testing services for various city projects	Mr. Brendan Dugan Public Works Director/City Engineer (949) 635-1805
City of Irvine 6427 Oak Canyon, Building 1 Irvine, California 92623	On-call soils and materials testing and special deputy inspection services	Mr. Rick Torres Construction Inspection Supervisor (949) 724-7653
County of Orange 300 N. Flower Street, 6th Floor Santa Ana, California 92703	Third party geotechnical engineering/geologic hazard/grading report review services	Ryan Rose, PG, CEG, QSD Engineering Geologist (714) 667-8876

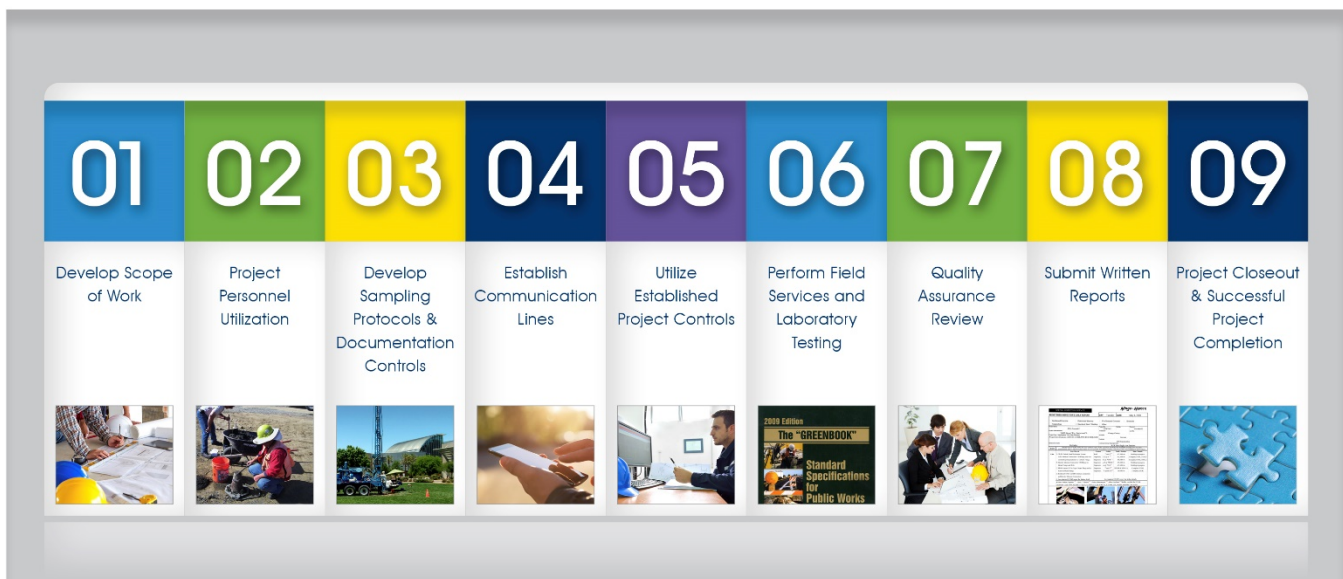
F. Project Understanding, Overview, and Approach

UNDERSTANDING

We understand that the City of Laguna Hills is looking for a qualified and experience on-call consultant to provide soils/geotechnical engineering services in support of anticipated, as well as, unforeseen services needed that may be required to respond to emergency situations. Anticipated services may include as-needed services to support the City's Capital Improvement Projects during both design and construction phases. The services during the design phase may include geotechnical recommendations for foundations, including the type of systems and allowable capacities; lateral earth pressures for retaining structures; pavement design for both flexible and rigid pavements; as well as, addressing geologic hazards that may be present. Our services may also include third-party review series for private developments. Anticipated services during construction may include geotechnical observation during earthwork grading and foundation construction for conformance with our recommendations and soils and materials testing and inspection services to evaluate conformance of the materials actually used in construction to the approved project plans and specifications. These services may include field and laboratory testing of materials at the construction site, including soil/base compaction testing, as well as fabrication and plant inspections for steel, pre-cast concrete, and asphalt and concrete material at the batch plants. Our construction materials testing and inspection services will be performed in accordance with the City of Laguna Hills, requirements, Greenbook Standard Specifications for Public Works Constructions, Caltrans, Federal Highway Administration, or other regulatory agency's guidelines and specifications, as applicable. Unanticipated services may include services during natural or other emergency responses, such as landslide/slope instability evaluations, sinkholes/piping from break in pressurized lines, structure settlement, or other geotechnical/geologic evaluations as a result of an unanticipated situation.

APPROACH

Over the past 30 years, Ninyo & Moore has developed, and continues to improve upon, our on-call/as-needed project management approach. This system has been refined over the years based on our experience in providing on-call services for public agency clients. Throughout the contract duration, Mr. Garreth Saiki, our Project Manager and single-point-of-contact for the City, will meet with the representative(s) of the City to discuss task order assignments and the anticipated services required for those projects. If necessary, our project manager will utilize our pool of experienced and qualified task managers to oversee specific task order assignments should multiple task orders be assigned concurrently. Our large pool of staff engineers, geologists, field/laboratory technicians and inspectors enables us to provide our personnel on-site when requested. Our approach to on-call soil engineering, geotechnical engineering and support services is described in the following paragraphs.



1. Develop Scope of Work – The initial step in our approach is to meet with the City's Project manager in order to get clear understanding of the project and our expected services. For the geotechnical evaluation, we will develop a detailed scope of work, including the number and type of subsurface explorations, laboratory test, as well as the type of analyses. Our reports will be performed in accordance with the governing agency requirements, including Caltrans for pavements and the California Building Code and for building structures. For the materials testing and inspection services, we will review the approved plans and specifications and will develop a detailed scope of services indicating anticipated man-hours by discipline for the required materials testing and inspection services in accordance with approved plans and specifications. We will submit this plan to the City's Project Manager for approval and will provide monthly updates to the City's Project Manager as construction progresses.

2. Project Personnel Utilization – Upon approval of our scope of work, we will assign the appropriately certified personnel to the project based on the specific needs of the project. Our large pool of licensed professional Geotechnical Engineers, Civil Engineers, and Certified Engineering Geologists will be utilized for our geotechnical investigation. Our multiple-certified special deputy inspectors and our certified field and laboratory technicians will be readily available for assignment during construction. Our project management approach and in-house computerized data base ensure that we have the appropriately certified personnel assigned during construction. We will also review the contractor's schedule in order to plan accordingly and anticipate the future inspections and testing requests.

3. Sampling Protocol and Document Control – We will next establish the sampling protocols required for the project. For our design projects, our field evaluation and sampling program will be based on the proposed project's features and requirements. Locations of exploratory excavations and sampling intervals will be established to meet the project design requirements. For construction projects, or sampling will be based on the project specifications and the requirements of the California Building Code, Caltrans, Greenbook, and other governing specifications. Our document control system, which is already operational and in-place, provides unique identification of daily reports and laboratory conformance testing for each project assignment. These systems are a part of our Quality Systems Program and will be utilized for each task order assignment.

4. Establish Communication Lines – The next step in our approach is to establish the communication lines for the project, including the authorized City representative who will oversee our services. For design projects, we will also request a list of stakeholders or other entities that we may need to coordinate with to perform our field investigation. For construction, we will request the approved distribution list for our inspection reports, daily field reports, and laboratory conformance test results. Often we will attend pre-construction meetings with the contractor and obtain from the City the approved distribution list for our materials testing and inspection reports as well as our laboratory conformance testing results. We will also provide the City representatives with our personnel's mobile telephone numbers and e-mail addresses for communication during the project. We will also establish the communication lines between the City's Project Manager and inspectors, and the contractors' and sub-contractors' representatives.

5. Utilize Our Project Controls – Ninyo & Moore utilizes an internal project control system that includes budget, schedule, and document review and control. Our project manager will utilize our in-house system to keep the City's Project Manager informed about the status of our services during both our geotechnical investigation phase and for our materials testing and inspection services during construction. We include monthly progress reports indicating the amount billed to date along with a comparison to the overall task order budget and the overall construction schedule. Our quality control includes review of our laboratory conformance test results by a California licensed Civil Engineer and geotechnical analysis review by a California licensed Geotechnical Engineer.

6. Perform Field and Laboratory Testing – For our design services, once we have written notice to proceed from the City, we will mobilize our field exploration services, which includes coordination with Underground Service Alert for utility clearance of our subsurface explorations. Samples from our exploratory explorations will be transported to our Irvine laboratory for testing. For construction services, we will provide the necessary personnel and equipment to inspect and test the construction materials quality and contractor's construction methods in order to document conformance to the project plans and specifications. We will also sample the construction materials as required and perform laboratory conformance tests as specified in accordance with the approved plans and specifications. The results of our inspections and tests will be forwarded to the City representatives at the end of each working day. Immediate notification will be provided via phone, e-mail, and/or fax if we find non-conformance in materials or workmanship. Our team's laboratory facilities will perform 100 percent of the soils and materials laboratory work for this contract. They are certified in compliance with ASTM E-329 and are approved/accredited by the American Association of State

Highway Officials (AASHTO), the Cement and Concrete Reference Laboratory (CCRL), Caltrans, Division of the State Architect (DSA), and other regulatory agencies.

7. Quality Assurance Review – We understand the importance of reliability engineering reports and our inspections and test results. Therefore, we have a Quality Assurance Plan in place that provides written procedures for our services. Our Quality Assurance Plan is overseen by a California licensed Civil Engineer and include review of our training procedures, as well as participation in third party review and inspection of our facilities. All of our laboratory conformance tests are reviewed by a California licensed engineer prior to submittal.

8. Reports – Written reports are required for project documentation. We will submit our written reports, including both our geotechnical investigation report and our written reports during construction, as established in the communications structure for the project that was determined during the project initiation stage. Passing tests and inspections will be filed in accordance with the document control system. Non-conforming reports will be maintained in a non-conformance log that will be maintained by our office. Non-conformance areas will need to be remedied in accordance with the project requirements. When non-conforming materials or workmanship are remedied, we will document the acceptance in the non-conformance log for project close-out purposes.

9. Project Close-Out – The final step in our approach is the closing out of the project and providing the project documentation, as it relates to materials testing and inspection, to the City.

SERVICES PROPOSED

Ninyo & Moore has the in-house capabilities to perform the full scope of services outlined the City's RFP, Section IV, Scope of Services. Ninyo & Moore will not need to rely on subconsultants for any of the services listed. In addition, Ninyo & Moore has both the qualified personnel and equipment resources in-house to provide additional support services to the City, including environmental engineering and geophysical services, if needed.

PROJECT MANAGEMENT

Ninyo & Moore has developed a project management approach specifically tailored to on-call/as-needed contracts for public agencies. Details of our overall approach were outlined in the Approach section above. With regard to our project management approach to ensure coordination with the City's contract officer and commitment to project schedule, we will be utilizing the following methods.

Communication - Garreth Saiki, our Project Manager, will be the single-point-of-contact for this contract with the City. He will coordinate with the City's point-of-contact, requests for services and task order assignments. He will be responsible for making sure our cost proposals and work products are delivered to the City as scheduled and within budget for each task order assignment. Mr. Saiki will be available 24-7 to the City via email/text/phone calls in order to be able to respond to emergency requests. If for some reason Mr. Saiki is not available, Kurt Yoshii, our Principal-in-Charge will be the next point of contact in an emergency situation. We can set up a clear communication plan with the City so that we are available to respond to the City's needs.

Contract Management – Mr. Saiki will also be responsible for the overall contract management. He will be utilizing our Deltek Vision system, as well as, our other established Project Controls that are described in more detail in the Project Controls section below. When Ninyo & Moore is awarded an on-call contract, our contract manager will open a new project number that contains all the details of the new contract, including client contact information (for technical, administrative, billing, etc.), invoicing requirements, Prevailing Wage requirements, overall budget, contract duration, etc. When a task order is assigned, each task order receives a unique project number that corresponds to our overall on-call contract as well as the client's task order number for ease of future reference. Each task order is set up and tracks individually, for contacts, budgets, schedule, etc. Based on the size and scope of services of each task order assignment, our Contract Manager may assign a specific Task Order Manager to oversee the specific task. This enable us to perform multiple, complex, task order assignments concurrently. The Task Order Manager will be responsible for performing the day-to-day activities of their specific task order assignment. Our Contract Manager is responsible for managing all of the Task Order Managers to make sure all of our services are meeting the client's expectation

and contract requirements. Our contract manager is also responsible schedule of each task order assignment and for monthly invoice of each task order and well as providing a monthly status of each individual task order and the overall contract budget.

CITY RESOURCES EXPECTED

Based on the anticipated scope of services listed in the RFP, we do not anticipate any resources, City assistance, or other items expected to be provided by the City to Ninyo & Moore for the delivery of our services. When we receive a task order request, we will develop a detailed cost proposal for our services. If we identify any assistance from City based on the specific services requested, we will discuss this with the City point-of-contact to develop the most effective plan to move forward.

ADDITIONAL SERVICES

The scope of services provided in Section IV of the RFP, includes a comprehensive list of services that we typically perform for public agencies. We noted that the site investigations in the City's Capital Improvement program are typically related pavement structural section recommendations. Ninyo & Moore has the in-house capabilities and expertise to provide geotechnical investigations for any type of City need, including new buildings/structures, pipelines/utilities, etc., for both new and or distress/renovation/repair. Our full-service soils and materials laboratory in Irvine in not only certified by Caltrans and AASHTO for pavement project, but it is also certified by many other regulatory agencies, including DSA for work on public schools and hospitals. We can provide geotechnical engineering during design and soils and materials testing services during construction for both horizontal and vertical infrastructure projects. To supplement our geotechnical engineering services, we have a geophysical department that can perform a wide variety of geophysical testing, including ground penetrating radar, shear wave velocity, vibration monitoring, etc. for both pre- and post-construction evaluations. We also provide forensic evaluation and expert witness services that have helped on public agency clients in the past with both claims related work as well as landslides, sinkholes, early pavement failures/distress, etc.

For construction materials testing and inspection services, Ninyo & Moore provides full-services field and laboratory testing of typical public works construction materials, including soils, aggregate and base materials, asphalt concrete, Portland cement concrete, reinforcing steel, structural steel, and masonry materials, including, mortar, block, and prism testing. Both our field materials testers and laboratory testers maintain current Caltrans certifications, as well as other certifications by other agencies for testing of construction materials. A complete list of the laboratory tests we perform is provided in our Schedule of Fees for Laboratory Testing, which is being submitted under separate cover. We also provide special deputy inspection services for reinforced concrete, welding, structural steel, masonry, roofing, fireproofing, and other materials by inspectors certified by the International Code Council, American Welding Society, Division of the State Architect, County of Orange, and other certifying agencies.

Ninyo & Moore also has in-house environmental services, including hazardous building materials evaluation (lead paint, asbestos, etc.), soils and groundwater contamination evaluation and remediation, air quality studies, and other services if needed. Our environmental services have proven various useful on past geotechnical contracts when unanticipated/unexpected hazardous materials are encountered and need to be evaluated quickly.

PROJECT CONTROLS

Ninyo & Moore utilizes a number of software applications for our project controls. Our main system for timesheets and invoicing is Deltek Vision. All of our project cost-accounting, companywide and for each individual task-order assignment is managed by this program. It provide up-to-the minute budget status and generates our monthly invoicing, as well as daily, weekly, and monthly budget status reports. We also utilize Vision to maintain our database for past projects to check for conflicts of interest as well as our experience database. Microsoft Outlook is our email system that we utilize to communicate with our clients and it is integrated into our Cisco telephone system. In our laboratory, we utilize a proprietary soft ware program that assigns a unique tracking number to each lab sample that enters our laboratory. The system tracks the progress of the sample through testing so that our project managers can check the status of each sample at any time. For scheduling our field testing and inspection staff, we utilize another proprietary software program that provides detailed, written assignments that are emailed to our field staff that details the date, time, location, testing/inspection to be performed, equipment needed, on-site contact person, client contact, etc. so that our field staff has the necessary information they need to perform their job each day. We continually update our control systems in order to better serve our clients.

QUALITY CONTROL/QUALITY ASSURANCE

Geotechnical Design

Ninyo & Moore has both geotechnical and environmental quality control programs that facilitate compliance with project performance standards, schedules, and budgets. These comprehensive quality assurance plans utilize management approach manuals that delineate the interrelationship between management and technical staff and describe specific quality control procedures to be used during the project. The programs address time and budget management, client liaison, field and laboratory data collection, data compilation and analysis, report preparation, job safety, regulatory compliance and peer and principal review.

One important goal of our quality control program is to produce geotechnical and environmental data of known and acceptable quality on all work assignments. Ninyo & Moore's policy is to maintain professional standards in all aspects of project tasks and management. Quality is achieved through:

- A separate quality assurance group to monitor quality on work assignments with independent corporate oversight;
- A detailed set of proven quality control procedures and protocols to cover all project aspects;
- A centralized document control system that ensures chain-of-custody control and a paper trail for all controlled documents;
- Detailed procedures for auditing, post-auditing, and non-conformance reporting;
- A training program for orienting all personnel on the quality control procedures;
- Involvement of project principals with specialty knowledge and experience. For example, the project principal will
- be familiar with conventional construction techniques and difficulties associated with various formations and soil
- conditions;
- Peer review of project documents and ongoing training to provide accurate and complete data; and
- Follow-up with clients after project completion by the owner of the firm, Avram Ninyo, to gauge client happiness and the quality of our work product, and obtain feedback for improvements.

The quality control program manuals are available for review upon request.

Materials Testing and Inspection

Ninyo & Moore's Quality Assurance Program is designed to provide the evidence needed to establish confidence that the testing or inspection function is being performed adequately. The written evidence includes our Quality Systems Manual, internal and external audits of our program, and the results of our participation in semi-annual sample reference programs. All of this evidence is available to our clients for review. Ninyo & Moore also provides its client's with the "standard of care" necessary to do business in today's litigious society. All of our materials reports and as-graded reports are signed by a registered professional engineer after undergoing a strict peer review process.

G. Schedule

Ninyo & Moore will work with the City's point-of-contact for each task order assignment to establish a detailed schedule that is acceptable to the City. Based on the size and complexity of the task order assignment, our schedule will include milestone tasks as well as subtasks and associated deliverables.

SOILS ENGINEERING SERVICES

For the Soils Engineering Services scope of work in Section IV of the RFP, item b), perform a preliminary site investigation in support of City Capital Improvement Project designs, typically related to pavement structural sections recommendations, we would propose the following sample schedule after we have received our written notice to proceed:

Week 1 – Project coordination, site reconnaissance and pavement coring/boring mark out for Underground Service Alert
 Week 2 – Field exploration including performing pavement cores/borings and collection of samples for laboratory testing
 Weeks 3-4 – Perform laboratory tests on collected pavement, base, and subgrade soil samples
 Week 5 – Pavement analyses based on the collected field and laboratory data
 Week 6 – Preparation and delivery of our written pavement report

Deliverables: Weekly updates – our Task Manager will provide status to the City to report on progress

Our written pavement report at the end of Week 6

City Reviews: Our written pavement report

Council Presentations: Not anticipated to be necessary

For the construction related services in this section, including batch plant inspection and sampling, compaction testing, and other construction material testing and inspections services that may be requested, these services are typically coordinated on an as-needed, daily basis with the City's point-of-contact or their authorized representative in the field. Our field staff will complete a field daily inspection/testing report which is provided to the City at the end of each shift.

GEOTECHNICAL ENGINEERING SERVICES

For the Geotechnical Engineering Services scope of work in Section IV of the RFP, item b), being able to respond to emergency situation involving subsidence or landslide in a community, the schedule and communication plan will be dependent on the severity of the emergency and the anticipated emergency and long-term repair recommendations. In emergency response, we will be in constant communication with the City and will provide up-to-date status reporting as warranted by the situation.

For item d) review and plan check of soils engineering/geotechnical engineering reports for private developments for compliance with regulations and good engineering practices, we will work closely with the City to meet their schedule expectations. If the City has standard review times, we have staff available to meet those schedules. If the City does not have established schedules, we will work with the City on each assignment and determine an acceptable review schedule based on the size and complexity of the project. Typically, our initial review is performed within three to five working days and subsequent reviews can normally be turned around in two to three days for routine projects. There are typically not additional City reviews of plan reviews nor presentations at City Council for presenting of our findings; however, we can provide presentations at City Council meetings if requested.

H. Communication Plan

Communication is key to the successful delivery of our services. For the overall contract management, our Project Manager (PM) will be the single-point-of contact for the City. We understand that our single-point-of-contact at the City will be the City's Assistant City Manager/Public Services Director, who will service at the City's Project Manager (City-PM) and contract officer for this contract. Our PM will maintain open communication channels with the City-PM throughout the duration of our contract, by providing email and office and mobile phone numbers. When a new task order (TO) is assigned to us, our PM will review the details of the TO and will contact the City-PM to make sure he clearly understands the services being requested. Our PM will then develop a detailed scope of services, schedule, and fee for submittal to the City-PM for review. Once our TO is approved, we will commence with our services. Depending on the size and complexity of the project, as well as the number of concurrent task order assignments we have on-going, our PM may assign a TO Manager to handle the day-to-day scheduling and coordination of the TO. Our PM will still provide the City-PM of status updates and milestone deliverables for each task order. If the City-PM assigns an authorized representative, such as a construction manager or public works inspector to schedule our field testing services, our TO manager and/or Field Operations Manager will be in daily contact with that person for scheduling of our field testing and inspection staff. Our field inspectors and material testers will provide daily reports at the end of each work shift. Written laboratory test reports are submitted within 24 hours after completion of the testing. For design projects, our TO Manager or PM will provide status updates in accordance with the approved project schedule. How often these updates and milestones are reported is dependent on the specific TO assignment. Our PM will also provide monthly invoicing for each TO as well as an overall contract summary each month.

I. Compensation and Payment Schedule

As requested in the RFP, Ninyo & Moore's compensation and payment schedule is presented under separate sealed cover. As requested by the City in Section V of the RFP, where applicable, we have provided estimated hours for the "typical" services for each task listed in Section IV of the RFP in order to facilitate comparison of the proposals by the City. However, when issued an actual task order assignment from the City, we will propose staff types and hours to meet the specific requirements of the project. These actual hours for the actual assignment may vary significantly from the estimated hours provided under the "typical" services presented for the purposes of the proposal evaluation.

J. Certificate of Insurance

Ninyo & Moore meets the insurance requirements defined in the Sample Draft Professional Services Agreement and will obtain a certificate of insurance prior to the execution of the fully executed contract.

K. Certification of Proposal

The following pages contains a signed copies of following attachments to the RFP:

Attachments 1 – Non-Collusion Affidavit

Attachment 2 – Consultant's Acknowledgement of Compliance with Insurance Requirements for Agreement for Professional Services

Attachment 3 – Certification of Proposal to the City of Laguna Hills

City of Laguna Hills
RFP ON-CALL SOILS ENGINEERING CONSULTING SERVICES

ATTACHMENT 1

NON-COLLUSION AFFIDAVIT

The undersigned represents and certifies that:

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

I declare under penalty of perjury pursuant to the laws of the State of California and the United States that the foregoing facts are true and correct. Executed this 16 day of April, 2020, at Irvine, California.



Signature of Authorized Representative

Kurt S. Yoshii, PE, GE

Name of Authorized Representative

Principal Engineer

Title of Authorized Representative

City of Laguna Hills
RFP ON-CALL SOILS ENGINEERING CONSULTING SERVICES

ATTACHMENT 2

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

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

Consultant: Ninyo & Moore
Name (Please Print or Type)

By:  Principal Engineer
Consultant's Signature & Title

Date: April 16, 2020

This executed form must be submitted with proposal.

City of Laguna Hills
RFP ON-CALL SOILS ENGINEERING CONSULTING SERVICES

ATTACHMENT 3

CERTIFICATION OF PROPOSAL TO THE CITY OF LAGUNA HILLS

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

- A) No elected or appointed official, officer, or employee of the City has been or shall be compensated, directly or indirectly, in connection with this proposal or for any work connected with this proposal; should any agreement be approved in connection with this Request for Proposals ("Agreement") no elected or appointed official, officer, or employee of the City, during the term of his/her service with the City, shall have any direct or indirect financial interest in the Agreement, or obtain any present, anticipated, or future financial interest or other material benefit arising therefrom;
- B) No elected or appointed official, officer, or employee of the City shall have any financial interest, direct or indirect, in the Agreement nor shall any such official, officer, or employee participate in any decision relating to the Agreement which effects his/her personal financial interest or the financial interest of any corporation, partnership, or association in which they are, directly or indirectly, interested in violation of state law;
- C) The Proposer and its principals do not have now, nor shall it acquire any financial or business interest that would conflict with the performance of services under the Agreement;
- D) Proposer does not and will not discriminate against any employee or applicant for employment because of race, religion, gender, color, national origin, sexual orientation, ancestry, marital status, physical condition, pregnancy or pregnancy related conditions, political affiliation or opinion, age or medical condition;
- E) By submitting the response to this request, Proposer agrees, if selected, to furnish services to the City in accordance with this RFP;
- F) Proposer has carefully reviewed its proposal and understands and agrees that the City is not responsible for any errors or omissions on the part of the Proposer and that the Proposer is responsible for them;
- G) It is understood and agreed that the City reserves the right to accept or reject any or all proposals and to waive any informality or irregularity in any proposal received by the City;

City of Laguna Hills
RFP ON-CALL SOILS ENGINEERING CONSULTING SERVICES

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

I) The proposal shall be valid for 180 days from April 16, 2020.

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 16 day of April, 2020, at Irvine, California.

Name of Proposer: Ninyo & Moore

By: 
(Authorized Signature)

Type Name: Kurt S. Yoshii, PE, GE

Title: Principal Engineer

Date: April 16, 2020



Appendix A: RFP Addendum No. 1



Ninyo & Moore
Geotechnical & Environmental Sciences Consultants



CITY OF LAGUNA HILLS

April 3, 2020

To all Proposers:

SUBJECT: ADDENDUM NO. 1 TO REQUEST FOR PROPOSALS (RFP) FOR ON-CALL SOILS ENGINEERING, GEOTECHNICAL ENGINEERING AND SUPPORT SERVICES

Please take note of the following modifications to the subject RFP. Please acknowledge this Addendum No. 1 and include a counter-signed copy in your Proposal.

1. Section 1. C. **"Instructions to Proposers and Procedures for Submittal"** and Section 2. **"PROPOSAL RESPONSE REQUIREMENTS"** are changed. Proposer shall submit one electronic copy of their Proposal, as one file, and one electronic copy of their Fee, as a second file, each clearly labeled, to Kenneth Rosenfield at this email address Krosenfield@lagunahillsca.gov by the due date and time as stated in the RFP. The electronic copy shall not exceed 20 MB and shall still comply with all other submission requirements identified in the RFP. Proposer remains solely responsible to confirm the City's receipt of the email submission by the due date and time. In addition, Proposer shall mail, by USPS, one original wet signed Proposal, one original wet signed Fee and one flash drive, post marked by the due date, to the address of record in the RFP. Copies of the Proposal are no longer required.
2. In-person interviews shall not be held. Interviews shall be held in the form of a video conference. Consultants selected for an interview shall provide a video link for the interview at their sole cost at the time and date specified by the City.
3. By issuance of this Addendum No. 1, there are no other changes to the RFP.

Sincerely,

Kenneth H. Rosenfield, P.E.
Assistant City Manager/Public Services Director

Receipt acknowledged:

By: _____

Name: Kurt S. Yoshii, PE, GE

Firm: Ninyo & Moore



Appendix B: Key Personnel Resumes



Ninyo & Moore
Geotechnical & Environmental Sciences Consultants

Kurt S. Yoshii, PE, GE, ENV SP

Principal-in-Charge

Total Years of Experience: 29
Years at Ninyo & Moore: 24



As a Principal Engineer for Ninyo & Moore, Mr. Yoshii provides principal oversight on geotechnical evaluations and materials testing and inspection for residential, commercial, and public facilities, including correctional facilities, schools, hospitals, highways, railroads, pipelines, and bridges; oversees geotechnical analyses including slope stability analyses, flexible and rigid pavement design, and underground pipeline design; reviews geotechnical reports, and provides geotechnical design parameters and recommendations for grading and earthwork, shallow and deep foundations, retaining structures, and in-situ ground remediation; oversees the soils and materials laboratory operations and provides supervision and technical support to project-level engineers and geologists; as well as provides expert witness services on litigation projects.

EDUCATION

B.S., Civil Engineering, 1990, University of California, Berkeley

REGISTRATIONS/ CERTIFICATIONS

PE 54759 (California)
GE 2508 (California)
PE 14274 (Nevada)
PE 3791862202 (Utah)
PE 48007 (Colorado)

PROFESSIONAL AFFILIATIONS

American Society of Civil Engineers
American Society for Testing and Materials
American Concrete Institute
American Council of Engineering Companies
American Public Works Association
Asian American Architects / Engineers Association

EXPERIENCE

City of Rancho Santa Margarita On-Call Geotechnical Consulting Services, Rancho Santa Margarita, California: Principal-in-Charge of our on-call contract to provide geotechnical engineering consulting and material testing services for various City projects. Our services included geotechnical observation and materials testing services for various construction projects including numerous pavement rehabilitation projects, pavement slurry seal, and drainage improvements and third-party review of geotechnical reports for new developments. We have also provided emergency observation of slope failures resulting from heavy rain events and have made multiple presentations to the City Council.

City of Anaheim, On-Call Consulting Support for Public Works Development Services: Principal Engineer for the as-needed plan check services of various Anaheim projects. This contract included geotechnical consulting services for the review of plans, studies and reports. Our services included third-party reviews of geotechnical reports and plans to evaluate if the plans were in conformance with the recommendations of the geotechnical reports, and that the geotechnical reports appropriately addressed the geotechnical site conditions. One task order involved geotechnical consulting services for the peer review of the liquefaction potential analysis of an approximately one-acre vacant site being evaluated for residential development.

City of Yorba Linda, As-Needed Geotechnical Engineering, Materials Testing/Inspection Services: Principal-in-Charge providing oversight for as-needed geotechnical engineering and construction observation, materials testing and inspection services in support of various City capital improvement projects.

County of Orange, Third-Party and Plan Review Services: Served as Principal-in-Charge for the third-party geotechnical report and plan review services for reports and construction plans submitted to the County of Orange for new development projects within the Rancho Mission Viejo Area of Orange County. The projects included infrastructure improvements and new residential developments. Geologic hazards present in the Rancho Mission Viejo vicinity include landsliding, global and surficial slope stability, liquefaction and related hazards, and settlement.

Orange County Transportation Authority, On-Call Soil and Materials Testing Services: Served as Principal Engineer providing on-call soils and

Kurt S. Yoshii (CONT.)

Principal-in-Charge

materials testing services for OCTA under Agreement No. C-2-0707. Services included geotechnical consulting, soils compaction testing, special deputy inspection for reinforced concrete, structural steel and welding, and non-destructive testing at the OCTA bus maintenance and operations facilities.

On-Call Geotechnical/Materials Testing and Construction Inspection Services, John Wayne Airport, Orange County, California: Principal-in-Charge retained to provide principal oversight for the on-call geotechnical, materials testing and inspection services for various airport projects located at the John Wayne Airport in Orange County, California. Responsibilities included oversight, review and ensuring Ninyo & Moore's services were being performed in accordance with the contract documents and to the complete satisfaction of the client.

Caltrans District 12/Sampling and Testing Services, #12A1589, Orange County, California: Served as Principal-in-Charge providing oversight for as-needed materials testing services to support the development and construction of State transportation projects in District 12. Services included sampling and testing of concrete, asphalt concrete, subgrade and aggregate base. Laboratory testing services included California Impact Test, R-value, AC extraction, AC maximum density, durability, and flexural strength testing.

Port of Long Beach, On-Call Soils and Materials Testing & Inspection Services, Long Beach, California: Project Manager for the on-call materials testing and inspections contract for various Port of Long Beach projects. Responsibilities include contract management, attend site meetings to review project plans and specifications, review and provide project budgets, assign and supervise project managers to awarded projects, project manager of specific awarded projects, daily coordination of field technicians, special deputy inspectors, and laboratory testing services in support of construction projects.

City of Pasadena, As-Needed Geotechnical and Materials Testing/Inspection Services, Los Angeles County, California: Served as Principal-in-Charge retained to provide oversight for as-needed geotechnical engineering and construction observation, materials testing and inspection services in support of various city projects.

City of Los Angeles, On-Call Geotechnical and Environmental Consulting Services: Principal Engineer for the on-call geotechnical and environmental services contract with the City of Los Angeles Bureau of Engineering, Geotechnical Division. Our services include geotechnical design, environmental hazardous materials evaluation, and geotechnical construction support services.

City of Fontana, On-Call Testing and Inspection Services, Fontana, California: Project Manager retained to provide construction and inspection services for various projects for the City of Fontana including sewer construction, channel improvements, roadway rehabilitation and construction, new building construction, surface drainage evaluations, and third party geotechnical reviews.

Riverside County Transportation Commission (RCTC) On-Call Materials Testing Services, Riverside County, California: Project Manager for the on-call geotechnical, environmental, and materials testing and inspection services contract with RCTC to support various design and construction projects including geotechnical design services for construction of new Metrolink railroad stations, bridge foundations, highway interchange improvements, parking lot and roadway paving recommendations. His responsibilities included contract management and daily coordination of field technicians, special deputy inspectors, and laboratory testing services, and submittal of the field and laboratory reports, as well as overall management of the soils and materials testing and inspection contract.

City of Rancho Cucamonga Various On-Call Contracts Materials Testing and Special Inspection, Rancho Cucamonga, California: Principal Engineer for various on-call geotechnical services, soils, material testing, and special inspection contracts.

Garreth Saiki, PE, GE

Project Manager

Total Years of Experience: 34
Years at Ninyo & Moore: 22



As a Principal Engineer for Ninyo & Moore, Mr. Saiki coordinates and conducts geotechnical evaluations for residential, commercial, and public facilities, including highways, railroads, airports, pipelines, public and private buildings, and bridges; performs slope stability analyses, flexible and rigid pavement design, and underground pipeline design; prepares and reviews geotechnical reports; and provides geotechnical design parameters and recommendations for shallow and deep foundations, retaining structures, in-situ ground remediation and earthwork; reviews laboratory results, project plans and specifications; provides supervision and technical support to staff-level engineers and geologists; performs project administration and management; and provides forensic evaluation of distressed pavement, residential and commercial structures.

EDUCATION

MBA, 1998, University of California
Davis

M.S., Geotechnical Engineering, 1989,
University of California Berkeley

B.S., Civil Engineering, 1987, University
of California Berkeley

REGISTRATIONS/ CERTIFICATIONS

PE 49665 (California)

GE 2509 (California)

Nuclear Gauge Operator Certification

PROFESSIONAL AFFILIATIONS

American Society of Civil Engineers

EXPERIENCE

City of Rancho Santa Margarita On-Call Geotechnical Consulting Services, Rancho Santa Margarita, California: Served Project Manager to provide oversight for on-call geotechnical engineering consulting services for various projects in the City of Rancho Santa Margarita. Our services included third-party review of geotechnical reports, emergency observation of slope failures resulting from heavy rain events, and geotechnical observation and materials testing services for various construction projects including numerous pavement rehabilitation projects, pavement slurry seal, and drainage improvements.

Orange County Transportation Authority, On-Call Geotechnical Consulting, Soil and Materials Testing Services, Orange County, California: Project Manager provided a variety of services, including geotechnical consulting, soils compaction testing, special deputy inspection for reinforced concrete, structural steel and welding, and non-destructive testing at the OCTA bus maintenance and operations facilities. There are over 17 projects-to-date.

City of La Mirada On-Call Materials Testing, La Mirada, California: Project Manager retained to provide certified materials testing laboratory and inspection services for various projects within the City of La Mirada, California. The project includes geotechnical services including sampling, material testing, compaction testing, and other services requested. Responsibilities include project coordination and client liaison, on-site soil and materials testing and inspection during construction, field observation, documentation and testing, field sampling and in-place density testing, field sampling and testing of concrete structures and paving during construction and field inspection of the construction materials.

County of Los Angeles, Department of Public Works, As-Needed Geotechnical, Soils and Materials Testing & Inspection Services, Los Angeles, California: Project Manager retained to provide services to the County of Los Angeles, Department of Public Works ranging from geotechnical design, geotechnical testing and inspection to special inspection services for welding, fireproofing, and reinforced concrete and masonry. Ninyo & Moore has also worked with the Public Works coordination staff in controlling each projects budget from a geotechnical, materials

Garreth Saiki (CONT.)

Project Manager

testing, and inspection services point of view. Ninyo & Moore has provided services on various types of projects from pipeline interior documentation to entire new building design and construction.

On-Call Geotechnical/Materials Testing and Construction Inspection Services, John Wayne Airport, Orange County, California: Serving as Project Manager to provide on-call geotechnical engineering, materials testing and inspection services for various airport projects located at the John Wayne Airport in Orange County, California.

Riverside County Transportation Commission (RCTC) On-Call Materials Testing Services, Riverside County, California: Contract Manager for the on-call geotechnical, environmental, and materials testing and inspection services contract with RCTC. The contract involved various design and construction projects including geotechnical design services for construction of new railroad stations, bridge foundations, highway interchange improvements, parking lot and roadway paving recommendations.

County of San Bernardino/Real Estate Services Department/On-Call Professional Services / Geotechnical Consulting / Materials Testing and Inspection Services: Project Manager providing as-needed geotechnical and materials testing and inspection services for the County of San Bernardino Real Estate Services Department. Services included on-call support of a variety of construction projects throughout the County of San Bernardino including the Forensic 2Y65 Crime Lab, the Fontana Crisis Stabilization Unit Facility 7N25, the Morongo Crisis Residential Treatment Facility 7N20, County Government Center Phase 1B site beautification 10.10.0017, and several other projects. Services included geotechnical design, geotechnical observation, materials testing and inspection services for new construction, modernizations, parking lots, shade structures, and site work. Ninyo & Moore's scope during construction consisted of soils, concrete, masonry, welding, and pull/torque testing. Our laboratory services included proctor density tests, sand equivalent, r-value, compression testing of concrete, grout, and mortar, and moisture vapor emissions testing.

Caltrans District 59, Statewide On-call Design Services, California: Served as Project Manager providing geotechnical consulting services for statewide on-call design projects for the State of California, Department of Transportation (Caltrans). The first three task orders involved widening of six bridges along Interstate 101 (I-101) located at the Tujunga Wash, Whitsett Avenue, Coldwater Canyon, Fulton Avenue, Hazeltine Avenue, and Woodman Avenue, as well as the Los Angeles River Bridge along State Route 134 (SR-134). Mr. Saiki performed pavement analyses and prepared the materials report that presented our findings and recommendations.

Daniel Chu, PhD, PE, GE

Technical Advisor / Geotechnical Engineering

Total Years of Experience: 37
Years at Ninyo & Moore: 26



As Chief Geotechnical Engineer for Ninyo & Moore, Dr. Chu is responsible for the quality of engineering, technical approach, training of staff, and engineering assignments for the Irvine office. Dr. Chu has extensive experience providing geotechnical engineering for reservoirs, water treatment plants, pump stations, pipelines, tunnels, bridge structures, highways, and commercial developments. Dr. Chu has expertise in soil mechanics, dynamic soil behavior, seismic hazard risk assessment, static and dynamic earth loading, liquefaction, design of deep and shallow foundations, shoring systems, slope stability, erosion control, and pavement design. Dr. Chu has direct project involvement including evaluation of exploration/sampling protocol, analysis of laboratory test results, direction of engineering tasks, review of calculations, and report preparation.

EDUCATION

Ph.D., Geotechnical Engineering,
2006, University of California, Los
Angeles

M.S., Geotechnical Engineering, 1981,
Utah State University

B.S., Civil Engineering, 1978, National
Central University, Chungli, Taiwan

REGISTRATIONS/ CERTIFICATIONS

RCE 37991 (California)

GE 2096 (California)

PROFESSIONAL AFFILIATIONS

American Society of Civil Engineers
California Geotechnical Engineers
Association

EXPERIENCE

City of Anaheim, On-Call Professional Services: Serving as Chief Geotechnical Engineer providing technical input for geotechnical engineering design of various capital improvement projects. Services include soil engineering, testing and inspection – soil engineering includes preliminary site investigations for roadway and buildings, including foundation design, excavation and backfill, pavement design, and other geotechnical recommendations for the design or construction of City facilities.

Orange County Public Works/On-Call Geotechnical Consulting Services: Served as Technical Advisor for on-call geotechnical services for various water projects located in Orange County. Services included providing Channel improvements; evaluation of slope stability, liquefaction, settlement for evaluation related to liquefaction and loose/soft soils along the channel bottom for the Rossmoor Storm Channel Improvements and the Westminster Channel Improvements.

John Wayne Airport, Terminal C Expansion Project, Orange County, California: Served as Technical Advisor during the preliminary geotechnical evaluation for the proposed Terminal Expansion Project. The project included three major elements: 1) Terminal Building Expansion; 2) Parking Structure Expansion and 3) Upper and Lower Roadway E.

City of Los Angeles, On-Call Geotechnical and Environmental Consulting Services: Serving as Technical Advisor for the on-call geotechnical and environmental services contract with the City of Los Angeles Bureau of Engineering, Geotechnical Division. Services include geotechnical design, evaluation, environmental hazardous materials evaluation, and geotechnical construction support services. These projects include fire stations, recreational facilities, community centers, and various street projects.

On-Call Geotechnical and Materials Testing/Inspection Services, County of Los Angeles, California: Technical Advisor for as-needed engineering testing and inspection services for the County of Los Angeles for various public works project throughout the Counties. Dr. Chu collaborated on the design of exploration and sampling and supervised the engineering providing technical input for the projects

Michael Putt, PG, CEG

Technical Advisor / Engineering Geology

Total Years of Experience: 23
Years at Ninyo & Moore: 12



Mr. Putt is a Principal Geologist with Ninyo & Moore and has extensive experience in providing engineering geology consultation in Southern California. Mr. Putt has extensive experience on a variety of project types, including highways, bridges, bore and jack tunneled undercrossings, hillside and flat-land mass grading projects for residential, commercial, and industrial developments, pipelines, and forensic investigations. Mr. Putt performs project administration and management, prepares and reviews geologic and geotechnical reports and provides third party review services for geotechnical reports. He conducts geologic and geotechnical field evaluations, including detailed logging of large- and small-diameter borings and trenches, and geologic evaluation/mapping. Projects have included fault hazard evaluations, landslide studies, slope stability analysis, seismic refraction studies, geologic reconnaissance studies, forensic evaluations, and construction and inspection services.

EDUCATION

B.S., Geology, 1997, California State University, Fullerton

Applied Rock Slope Engineering Short Course, 2006, Association of Engineering Geologists, California

REGISTRATIONS/ CERTIFICATIONS

PG 7581 (California)

CEG 2341 (California)

Radiological Safety and Gauge Use Certification, 1997

PROFESSIONAL AFFILIATIONS

South Coast Geological Society

EXPERIENCE

City of Rancho Santa Margarita Plan Review/On-Call Geotechnical Services: Served as Project Manager for the on-call geotechnical engineering consulting services for various projects in the City of Rancho Santa Margarita. Services included third-party review of geotechnical reports, emergency observation of slope failures resulting from heavy rain events, and geotechnical observation and materials testing services for various construction projects including numerous pavement rehabilitation projects, pavement slurry seal, and drainage improvements.

City of Irvine, On-Call Geotechnical Consulting Services: Serving as Project Manager providing on-call geotechnical, materials testing and inspection services for the City of Irvine Public Works Department for various city projects located throughout the City of Irvine. The majority of the projects were roadway rehabilitation and improvement projects. The projects included both Caltrans and "Greenbook" specifications and test methods.

Orange County Public Works/On-Call Geotechnical Consulting Services: Serving as Project Manager for on-call geotechnical services for various water projects located in Orange County. Services include providing Channel improvements; evaluation of slope stability, liquefaction, settlement for evaluation related to liquefaction and loose/soft soils along the channel bottom for the Rossmoor Storm Channel Improvements and the Westminster Channel Improvements.

Foothill Transit On-Call Materials Testing and Inspection, West Covina, California: Principal Geologist to provide on-call materials testing and inspection services for various projects for Foothill Transit. Our services included laboratory testing of soil and aggregate base samples, observation and testing during subgrade preparation and placement of aggregate base, observation, sampling and testing during reinforced concrete placement, concrete compression testing, and welding inspection.

City of Corona, On-Call Professional Services: Served as Project Manager/Geologist for on-call geotechnical engineering consulting services for various projects in the City of Corona. Our services included geotechnical observation and materials testing services for various construction projects including pavement rehabilitation and sewer main improvement projects.

Lawrence Lovett, PE

Technical Advisor / Materials Engineering

Total Years of Experience: 50
Years at Ninyo & Moore: 25



As a Principal Materials Engineer for Ninyo & Moore, Mr. Lovett conducts investigations and analyses for materials testing and inspection projects, directs and guides materials engineers, technicians and inspectors in compiling and analyzing materials testing and inspection data, authors and reviews materials testing and inspection reports and provides technical guidance and support to the professional staff.

EXPERIENCE

Port of Long Beach, On-Call Materials Testing and Inspection Services, Long Beach, California: Serving as QA/QC Manager providing on-call materials testing and inspections services in support of various POLB's Capital Improvements Program. The program consists of a variety of construction contracts and includes demolition of existing facilities (buildings, structures, landscaping, and utility systems); new construction and improvements to intermodal rail yards; roadways; bridges; container terminal development; commercial office buildings; industrial buildings; fire stations; dredging; navigation improvements; utilities; grading and paving; fencing; and communication systems.

On-Call Geotechnical/Materials Testing and Construction Inspection Services, John Wayne Airport, Orange County, California: Serving as QA/QC Manager for the on-call geotechnical, materials testing and inspection services for various airport projects at John Wayne Airport. Project include geotechnical design for the co-generation plant; pavement evaluation for all of the airfield, roadways, and parking lot pavements; terminal building security enhancements and building modifications, and geophysical testing for underground utility locating.

County of Los Angeles, Department of Public Works Earthquake Recovery Project Various Project Locations Throughout Los Angeles County: Serving as Technical Advisor providing as-needed geotechnical engineering and construction materials testing and inspection services in support of Earthquake Recovery and Capital Improvement Projects. Services include on-call services in support of variety of construction projects throughout the County of Los Angeles and neighboring counties.

Norwalk La Mirada Unified School District (NLMUSD), On-Call Soils and Materials Testing and Inspection Services: Serving as Technical Advisor for soils and materials testing and special inspection services during the renovation and expansion construction in order to evaluate and document the construction materials and procedures conformance with the approved plans, specifications, and agency regulations as part of NLMUSD's proposed modernization and expansion project.

On-Call Materials Testing Services, San Bernardino, California: Served as Technical Advisor providing as-needed road materials testing services for the County of San Bernardino. Services include on-call support of a variety of transportation construction projects throughout the County of San Bernardino. Our services include roadway rehabilitation/improvement projects that will utilize Caltrans Test Methods for soils and asphalt materials.

EDUCATION

MBA, 1971, City University of New York,
B.S., Civil Engineering, 1960, University
of Maryland

REGISTRATIONS/ CERTIFICATIONS

RCE 50994 (California)
QE 3960 (California)
PE 16606 (New Jersey)
PE 43072 (New York)
PE 13352 (Nevada)

Rajindra Handapangoda, PE, GE

Project Engineer

Total Years of Experience: 14
Years at Ninyo & Moore: 14



Mr. Rajindra Handapangoda, PE, GE, assists with acquisition, documentation, and dissemination of data related to all phases of geotechnical investigations; assists with compiling and analyzing geotechnical data obtained from both field and office research; assists with technical tasks involving data compilation, calculations, analysis, and design for design projects and/or repair recommendations; coordinates and supervises subsurface drilling activities; conducts investigations of subsurface conditions including site reconnaissance, mapping and logging of exploratory borings; coordinates with support staff consisting of technical illustrators, field and laboratory technicians, and word processors; and prepares correspondence, permit requests, geotechnical reports and other documents.

EXPERIENCE

City of Anaheim On-Call Consulting Support Services: Senior Engineer retained to provide geotechnical as-needed plan check services for various projects within the City of Anaheim, California. The work covered by this contract included geotechnical consulting services for the review of plans, studies and reports. These services were anticipated to be needed for various commercial and residential development projects. Our anticipated services included third-party reviews of geotechnical reports and plans to evaluate if the plans were in conformance with the recommendations of the geotechnical reports, and that the geotechnical reports appropriately addressed the geotechnical site conditions.

City of Los Angeles, On-Call Geotechnical and Environmental Consulting Services: Senior Engineer retained for the on-call geotechnical and environmental services contract with the City of Los Angeles Bureau of Engineering, Geotechnical Division. Services include geotechnical design, evaluation, environmental hazardous materials evaluation, and geotechnical construction support services. These projects include fire stations, recreational facilities, community centers, and various street projects.

Port of Long Beach, On-Call Geotechnical Professional Services, Long Beach, California: Project Manager retained to provide Geotechnical Engineering Professional Services for development, expansion and/or improvements of general marine terminal, infrastructure, and other Port-related facilities on an on-call basis. Services will include geotechnical investigations, collection and analysis of soil samples, collection and review of geological and geotechnical data from previous investigations, seismic hazard reviews, engineering analysis and design, permitting support and construction support services, subsurface utility investigations, Ground Penetrating Radar (GPR) pavement investigations and design, and laboratory testing services. Projects include 3rd party geotechnical review services for the Tesoro Facility Soil Improvement Project at Berths B84-B85 and the third-party review for the Fireboat Station 20 Facility project at Pier D, Berth 50 in Long Beach, California. Our services have also included attending meetings at the Port of Long Beach to present review comments in a meeting format to POLB personnel.

EDUCATION

B.S., Civil & Environmental
Engineering, 2005,
University of California,
Los Angeles
M.S., Geotechnical & Earthquake
Engineering, 2006, University of
California, Los Angeles

REGISTRATIONS/ CERTIFICATIONS

PE 73171 (California)
GE 2998 (California)

PROFESSIONAL AFFILIATIONS

American Society of Civil Engineers

Phil M. Nekoranec

Field Operations Manager

Total Years of Experience: 21
Years at Ninyo & Moore: 21



REGISTRATIONS/ CERTIFICATIONS

ICC Reinforced Concrete

ICC Structural Masonry

Pacific Nuclear Gauge Operator
Certification

ACI Concrete Field Technician

As a Senior Project Manager for Ninyo & Moore, Mr. Nekoranec coordinates deputy inspection services for structural concrete and masonry, coordinates roadway inspection services on highway and street improvement projects, coordinates construction management services on public works and Caltrans projects, coordinates geotechnical observation and testing services for large earthwork projects, coordinates quality control for underground utility and foundation construction, coordinates field testing of concrete and asphalt concrete, coordinates inspection of asphalt and concrete batch plants and related documentation, and coordinates geotechnical laboratory testing and provides related documentation.

EXPERIENCE

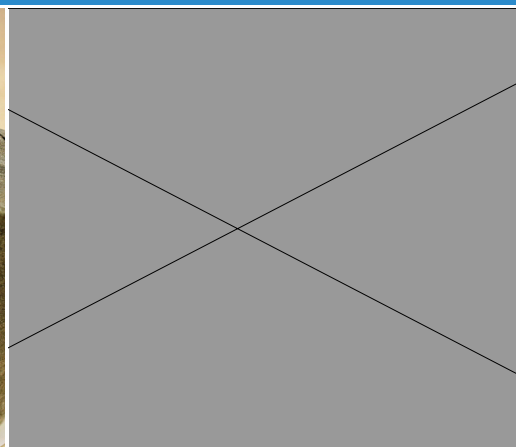
On-Call Materials Testing and Geotechnical Engineering Services, City of Ontario: Project Manager retained by the City of Ontario to coordinate on-call materials testing and geotechnical engineering services for various projects for the City of Ontario. Services have included batch plant inspection, asphalt concrete compaction testing, trench bedding and backfill compaction, materials sampling, reinforced concrete inspection, masonry inspection and similar services. A specific scope of work was developed for each project in coordination with the City of Ontario's project managers for each project assigned.

On-Call Materials Testing and Geotechnical Engineering Services, City of Fontana: Project Manager retained by the City of Fontana to coordinate on-call materials testing and geotechnical engineering services for various projects for the City of Fontana including extension of the Pacific Electric Trail, widening and storm drain improvements on Foothill Boulevard, concrete testing for various signal foundation improvements, parking lot improvements at City Hall and construction of the new Fire Station #71. Services have included compacted fill observation and testing, trench bedding and backfill compaction, subgrade, aggregate base, Portland cement concrete and asphalt concrete testing, reinforced concrete inspection, masonry inspection, welding inspection, materials sampling and similar services. Testing was performed in general accordance with Greenbook Standard Specifications. A specific scope of work was developed for each project in coordination with the City of Fontana's project managers for each project assigned.

On-Call Materials Testing and Geotechnical Engineering Services, City of Moreno Valley: Project Manager retained by the City of Moreno Valley to coordinate on-call materials testing and geotechnical engineering services for various projects for the City of Moreno Valley, including street widening and improvements at various locations, street widening and storm drain improvements on Ironwood Avenue, and street improvements on Dracaea Avenue. Services have included compacted fill and trench backfill observation and testing, subgrade, aggregate base, Portland cement concrete and asphalt concrete testing, materials sampling and similar services. Testing was performed in general accordance with Greenbook Standard Specifications. A specific scope of work was developed for each project in coordination with the City of Moreno Valley's project managers for each project assigned.



Appendix C: List of Previous and Current Clients



Ninyo & Moore
Geotechnical & Environmental Sciences Consultants

Kurt Yoshii Current and Previous Client List

21ST CENTURY INSURANCE
A&E CONSULTANTS
A.C. MARTIN PARTNERS
AAE
ABC UNIFIED SCHOOL DISTRICT
ACCORD ENGINEERING
ACCUTECH ENGINEERING SYSTEMS
ACE PRIVATE RISK SERVICES
ADVANCED STRUCTURAL ENGINEERING/KPFF
AECOM
AES ALAMITOS ENERGY
AL SHANKLE CONSTRUCTION
ALASKA USA FEDERAL CREDIT UNION
ALBERT A. WEBB ASSOCIATES
ALFRED BENESCH & COMPANY
ALLEN MATKINS LECK GAMBLE MALLORY & NATSIS
ALLSTATE INSURANCE
AMA PROJECT MANAGEMENT
AMIGOS DE LOS RIOS
ANAHEIM ELEMENTARY SCHOOL DISTRICT
ANAHEIM FIRE DEPARTMENT
ANDERSON PENNA
ANGULO MCGHEE
APRIA HEALTHCARE
APTIM
AQUA GEOSCIENCES
ARCADIA UNIFIED SCHOOL DISTRICT
ARCADIS
ARDURRA
ARTER & HADDEN
ATKINS GLOBAL
ATKINS NORTH AMERICA
ATWELL GROUP
AUSTIN COMPANY
BARABAN & TESKE
BARCLAY'S REALTY & MANAGEMENT
BEATTY
BELAIRE WEST LANDSCAPE
BELFOR
BEN'S ASPHALT
BERG & ASSOCIATES
BERGER KAHN
BIGGS CARDOSA ASSOCIATES
BIRMINGHAM COMMUNITY CHARTER HIGH SCHOOL
BISTLINE & COHOON
BKF ENGINEERS

Kurt Yoshii Current and Previous Client List

BLACK & VEATCH
BOGH ENGINEERING
BOND MANAGEMENT TEAM
BONETATI SASAKI KINCAID KINCAID & NITSCHKE
BONITA UNIFIED SCHOOL DISTRICT
BORTON PETRINI
BOWERS PEREZ ASSOCIATES
BOWIE ARNESON WILES & GIANNONE
BRADY VORWERCK RYDER & CASPINO
BREA OLINDA UNIFIED SCHOOL DISTRICT
BREITBURN ENERGY COMPANY
BREMER WHYTE BROWN & O'MEARA
BRIDGE MASTERS
BROWN AND CALDWELL
BUCKNAM & ASSOCIATES
BUENA PARK SCHOOL DISTRICT
BURBANK GLENDALE PASADENA AIRPORT AUTHORITY
BURBANK UNIFIED SCHOOL DISTRICT - FACILITIES SERVICES
BURDMAN & BENSON
BUREAU VERITAS
BURNS & MCDONNELL
BUTIER ENGINEERING
CALIFORNIA CONSTRUCTION AUTHORITY
CALIFORNIA PAVING FABRICS
CALIFORNIA PRIVATE TRANSPORTATION COMPANY
CALIFORNIA STATE UNIVERSITY DOMINGUEZ HILLS
CALTROP CORPORATION
CAL-VET
CAMPBELL LAUTER & MURPHY
CANNON
CANNON CORPORATION
CAPISTRANO UNIFIED SCHOOL DISTRICT
CAPITOL MODULAR
CARL WARREN & COMPANY
CAROLLO ENGINEERS
CDM SMITH
CENTRE BUILDERS
CHAFFEY JOINT UNION HIGH SCHOOL DISTRICT
CHARTER OAK UNIFIED SCHOOL DISTRICT
CHAVOS & RAU
CHEVRON USA
CITY OF ALBANY
CITY OF ANAHEIM
CITY OF ANAHEIM PUBLIC WORKS AGENCY
CITY OF BEVERLY HILLS
CITY OF BREA
CITY OF CERRITOS

Kurt Yoshii Current and Previous Client List

CITY OF COLTON
CITY OF COMMERCE
CITY OF CORONA
CITY OF CULVER CITY
CITY OF DANA POINT
CITY OF DIAMOND BAR
CITY OF DOWNEY
CITY OF EL MONTE
CITY OF FONTANA
CITY OF FONTANA, ENGINEERING DEPARTMENT
CITY OF FOUNTAIN VALLEY
CITY OF FULLERTON
CITY OF GLENDORA
CITY OF INDUSTRY
CITY OF IRVINE
CITY OF IRVINE, PUBLIC WORKS
CITY OF LA CANADA FLINTRIDGE
CITY OF LA HABRA
CITY OF LA MIRADA
CITY OF LAGUNA BEACH
CITY OF LAGUNA NIGUEL
CITY OF LANCASTER
CITY OF LOMITA
CITY OF LONG BEACH
CITY OF LOS ANGELES BUREAU OF ENGINEERING
CITY OF LOS ANGELES COMMUNITY DEVELOPMENT DEPARTMENT
CITY OF LOS ANGELES DEPARTMENT OF WATER & POWER
CITY OF LOS ANGELES PUBLIC WORKS
CITY OF MENIFEE
CITY OF MISSION VIEJO
CITY OF MORENO VALLEY, CAPITAL PROJECTS DIVISION
CITY OF MORENO VALLEY, PUBLIC WORKS
CITY OF MURRIETA
CITY OF NEWPORT BEACH
CITY OF NORWALK
CITY OF ONTARIO
CITY OF ONTARIO, UTILITIES, ENGINEERING & OPERATIONS
CITY OF PASADENA
CITY OF PASADENA PUBLIC WORKS
CITY OF PASADENA WATER AND POWER DEPARTMENT
CITY OF POMONA
CITY OF POMONA PUBLIC WORKS
CITY OF RANCHO CUCAMONGA
CITY OF RANCHO PALOS VERDES
CITY OF RANCHO SANTA MARGARITA
CITY OF RIALTO
CITY OF RIVERSIDE

Kurt Yoshii Current and Previous Client List

CITY OF SAN BERNARDINO
CITY OF SANTA ANA
CITY OF SANTA CLARITA
CITY OF SANTA MONICA
CITY OF SANTA MONICA - WATER RESOURCES
CITY OF SOUTH PASADENA
CITY OF TORRANCE
CITY OF TUSTIN
CITY OF UPLAND
CITY OF WEST COVINA
CITY OF YORBA LINDA
CNA INSURANCE
CNC ENGINEERING COMPANY
COAST COMMUNITY COLLEGE DISTRICT
COLLINS COLLINS MUIR + STEWART
COLLINSWORTH SPECHT & CALKINS
COMPLETE COMPLIANCE RESOURCES
COMPTON UNIFIED SCHOOL DISTRICT
CONDOMINIUM MANAGEMENT
CONFLUENT DEVELOPMENT
CONTINUUM PARTNERS
CONTRA COSTA TRANSPORTATION AUTHORITY
CORDOBA CORPORATION
COTTON COMPANIES
COUNTY OF LOS ANGELES
COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS
COUNTY OF LOS ANGELES PUBLIC WORKS
COUNTY OF LOS ANGELES, DEPARTMENT OF PUBLIC WORKS
COUNTY OF LOS ANGELES, DEPARTMENT OF PUBLIC WORKS
COUNTY OF LOS ANGELES, PUBLIC WORKS DEPARTMENT
COUNTY OF ORANGE
COUNTY OF ORANGE TRAFFIC DIVISION
COUNTY OF RIVERSIDE TRANSPORTATION
COUNTY OF SAN BERNARDINO
COUNTY OF SAN BERNARDINO PUBLIC WORKS
COZEN & O'CONNOR
CRAWFORD & COMPANY
CRC LOS ANGELES
CRCH
CREASON ROSENTHAL & AARVIG
CULVER STUDIOS OWNER
CYPRESS SCHOOL DISTRICT
D.L. GLAZE COMPANY
D.R. HORTON
DALEY & HEFT
DANIEL MANN JOHNSON & MENDENHALL
DAVID EVANS & ASSOCIATES

Kurt Yoshii Current and Previous Client List

DAVID MACINNIS
DENTONS
DLR GROUP
DMC DESIGN GROUP
DMR TEAM
DOKKEN ENGINEERING
DRESDEN BUILDING SYSTEMS
DRP ENGINEERING
DUDEK & ASSOCIATES
DUTTON & ASSOCIATES
E.W. MOON
EBR Motorsports
ECOLOGY & ENVIRONMENT
EDF ASSOCIATES
EFI GLOBAL
EL SOL ACADEMY
ENCOMPASS INSURANCE
ENGEO
ENGINEERING RESOURCES OF SOUTHERN CALIFORNIA
ENVIROMONITORING SERVICES
ERIC G. ANDERSON LAW OFFICES
FLUENCE ENERGY
FOOTHILL TRANSIT
FOUNTAINHEAD CONSULTING CORPORATION
FPL AND ASSOCIATES
FREEDMAN & TAITELMAN
FUGRO CONSULTANTS
FULLERTON JOINT UNION HIGH SCHOOL DISTRICT EDUCATION CENTER
FULLERTON SCHOOL DISTRICT
G3 QUALITY
GALLAGHER BASSETT SERVICES
GALLO & ASSOCIATES
GANNETT-FLEMING
GERRITY GROUP
GHD
GHIRARDELLI ASSOCIATES
GILBERT KELLY CROWLEY & JENNETT
GLENDALE UNIFIED SCHOOL DISTRICT
GODIN & BAITY
GOTAMA BUILDING ENGINEERS
GRAY YORK & DUFFY
GRIFFITH COMPANY
GRUEN ASSOCIATES
HACKMAN CAPITAL PARTNERS
HAHN LEGAL GROUP
HARRINGTON FOXX DUBROW & CANTER
HARRIS & ASSOCIATES

Kurt Yoshii Current and Previous Client List

HARTFORD INSURANCE
HAZEN AND SAWYER
HDR
HELLMUTH OBATA & KASSABAUM
HENSEL PHELPS
HENSEL PHELPS CONSTRUCTION
HERNANDEZ KROONE & ASSOCIATES
HILL FARRER & BURRILL
HILL INTERNATIONAL
HLR PROPERTIES
HMC ARCHITECTS
HNTB
HORIZON FAMILY
HOSP, GILBERT & BERGSTEN
HOUT CONSTRUCTION SERVICES
HR GREEN
HUNT ORTMANN BALSICO PALFFY & ROSSELL
HUNTINGTON BEACH CITY SCHOOL DISTRICT
HUNTINGTON BEACH UNION HIGH SCHOOL DISTRICT
IBI GROUP
IMEG
INFRASTRUCTURE ENGINEERING CORPORATION
INLAND EMPIRE UTILITIES AGENCY
INTERWEST CONSULTING GROUP
IRVINE RANCH WATER DISTRICT
IRVINE UNIFIED SCHOOL DISTRICT
IT OHM REMEDIATION SERVICES
J.L. PATTERSON & ASSOCIATES
JACKSON DEMARCO TIDUS & PECKENPAUGH
JACOBS
JAMES BAYNES LAW OFFICES
JCE STRUCTURAL ENGINEERING GROUP
JEFFERY & GROSFELD
JIM ROSS ENGINEERING CONSULTANT
JOHN DEFRENZA ARCHITECTS
JOHN HANCOCK REAL ESTATE
JOHN WAYNE AIRPORT
JONES LANG LASALLE
JST ENERGY
JUDICIAL COUNCIL OF CALIFORNIA
KAJIMA/RAY WILSON, JV, METRO REDLINE CO-351
KAL ARCHITECTS
KASDAN SIMONDS RILEY & VAUGHAN
KCT CONSULTANTS
KFM GEOSCIENCE
KIEWIT INFRASTRUCTURE WEST
KIEWIT POWER

Kurt Yoshii Current and Previous Client List

KILROY REALTY
KIMLEY-HORN & ASSOCIATES
KIRKPATRICK & FIELDS
KISHIMOTO ARCHITECTS
KOA CORPORATION
KOELLER NEBEKER CARLSON & HALUCK
KOLETSKY MANCINI FELDMAN & MORROW
KOLOD WAGER & NOLAN
KOPON AIRDO
KPFF CONSULTING ENGINEERS
KREUZER CONSULTING GROUP
KRING & CHUNG
KTLA PROPERTIES LIMITED PARTNERSHIP
KUSHNER CARLSON
LA CANADA UNIFIED SCHOOL DISTRICT
LAGUNA BEACH UNIFIED SCHOOL DISTRICT
LASALLE INVESTMENT MANAGEMENT
LEE LAW GROUP
LEIGHFISHER
LEO A. DALY
LEWIS MANAGEMENT
LIBERTY MUTUAL
LOGIX FEDERAL CREDIT UNION
LONG BEACH COMMUNITY COLLEGE DISTRICT
LONG BEACH UNIFIED SCHOOL DISTRICT
LONG BEACH WATER DEPARTMENT
LOS ALAMITOS UNIFIED SCHOOL DISTRICT
LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY
LOS ANGELES COUNTY OFFICE OF EDUCATION
LOS ANGELES COUNTY WEST VECTOR & VECTOR-BORNE DISEASE CONTROL DISTRICT
LOS ANGELES DEPARTMENT OF WATER & POWER
LOS ANGELES NEIGHBORHOOD LAND TRUST
LOS ANGELES UNIFIED SCHOOL DISTRICT
LRM
LUCAS & HAVERCAMP LAW FIRM
M. OKAMOTO & ASSOCIATES
MADSEN KNEPPERS & ASSOCIATES
MAGNETIC SENSORS CORPORATION
MANHEIM
MARK THOMAS & COMPANY
MARRS SERVICES
MARY ERICKSON COMMUNITY HOUSING
McCARTHY BUILDING COMPANIES
MCLARENS
MERAGE JEWISH COMMUNITY CENTER
MHP STRUCTURAL ENGINEERS
MICHAEL & SHERRY BROOKS

Kurt Yoshii Current and Previous Client List

MICHAEL BAKER INTERNATIONAL
MIRALLES ASSOCIATES
MOFFATT & NICHOL
MONROVIA UNIFIED SCHOOL DISTRICT
MONTEBELLO TOWN CENTER
MORENO VALLEY UNIFIED SCHOOL DISTRICT
MORGAN LEWIS & BOCKIUS
MORRIS
MOUNTAINS RECREATION & CONSERVATION AUTHORITY
MR. BOB LOTHENBACH
MURTAUGH MEYER NELSON & TREGLIA
MYTHOGRAPH
NBS/LOWRY
NCE
NEI ELECTRIC POWER ENGINEERING OF COLORADO
NEWMAYER & DILLION
NEWPORT MESA UNIFIED SCHOOL DISTRICT
NEWPORT-MESA UNIFIED SCHOOL DISTRICT
NICHOLS VALLERGA & ASSOCIATES
NIGUEL SHORES COMMUNITY ASSOCIATION
NORTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
NORTH STAR ENVIRONMENTAL REMEDIATION
NORWALK-LA MIRADA UNIFIED SCHOOL DISTRICT
ONTARIO POLICE DEPARTMENT
ORANGE COAST ANALYTICAL
ORANGE COUNTY COMMUNITY RESOURCES
ORANGE COUNTY COMMUNITY RESOURCES/OC PARKS
ORANGE COUNTY FIRE AUTHORITY
ORANGE COUNTY PUBLIC WORKS
ORANGE COUNTY SANITATION DISTRICT
ORANGE COUNTY TRANSPORTATION AUTHORITY
ORANGE UNIFIED SCHOOL DISTRICT
OTIS CANLI & IRIKI
OVERHEAD & INDIRECT CHARGES
OWEN GROUP
P.K. SCHRIEFFER
PACIFIC ADVANCED CIVIL ENGINEERING
PACIFIC CHARTER SCHOOL
PACIFIC COAST RESTORATION
PACIFIC PIPELINE SYSTEM
PACRIM ENGINEERING
PALO ALTO UNIFIED SCHOOL DISTRICT
PALUMBO LAWYERS
PARSANS CONSTRUCTION COMPANY
PARSONS
PARSONS TRANSPORTATION GROUP
PASADENA UNIFIED SCHOOL DISTRICT

Kurt Yoshii Current and Previous Client List

PAVEMENT RECYCLING SYSTEMS/PAVEMENT COATING SYSTEMS
PCM3
PEPPERDINE UNIVERSITY
PERERA CONSTRUCTION
PERRIS ELEMENTARY SCHOOL DISTRICT
PETER C. MCMAHON LAW OFFICES
PETER C. NEWBERRY, ATTORNEY AT LAW
PGAL
PJHM ARCHITECTS
PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT
PLANE POCKET
POLLARD MAVREDAKIS CRANERT CRAWFORD & STEVENS
POND CONSTRUCTORS
PORT OF LONG BEACH
PORT OF LONG BEACH CONSTRUCTION MANAGEMENT
PORT OF OAKLAND
POSEIDON RESOURCES
PROTERRA
PSOMAS
PWCI
RANCHO CUCAMONGA MUNICIPAL UTILITY
RANCHO SAN CLEMENTE BUSINESS PARK COMMUNITY ASSOCIATION
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
REDONDO BEACH UNIFIED SCHOOL DISTRICT
REID JONES MCRORIE & WILLIAMS
RICONDO & ASSOCIATES
RIVERS & CHRISTIAN
RIVERSIDE COUNTY TRANSPORTATION COMMISSION
RIVERSIDE TRANSIT AGENCY
ROBERTSON & ASSOCIATES
ROPERS MAJESKI KOHN & BENTLEY
ROSS AND AMELIA ESGUERRA
ROWLAND UNIFIED SCHOOL DISTRICT
RTI CONSULTING
RUBICON APPLIED DIVERS
RUTAN & TUCKER
RUTH GROUP
S2 ENGINEERING
SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
SAFECO INSURANCE
SALAMIRAD MORROW TIMPANE DUNN
SAN BERNARDINO ASSOCIATED GOVERNMENTS
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
SANTA ANA UNIFIED SCHOOL DISTRICT
SANTA MARGARITA WATER DISTRICT
SANTA MONICA - MALIBU UNIFIED SCHOOL DISTRICT
SANTA MONICA BAY RESTORATION FOUNDATION

Kurt Yoshii Current and Previous Client List

SANTA MONICA BAYKEEPER
SANTIAGO RODNUNSKY & JONES
SCHOOLHAUS ADVISORS
SCS ENGINEERS
SEDGWICK
SELVIN WRAITH HALMAN
SHAPELL INDUSTRIES
SIERRA WEST ADJUSTERS
SILLDORF DUIGNAN & EISENBERG
SIMPLUS MANAGEMENT
SNELL & WILMER
SOLTMAN LEVITT & FLAHERTY
SOUTH COAST WATER DISTRICT
SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
SOUTH ORANGE COUNTY WASTEWATER AUTHORITY
SPEC SERVICES
SPRINGEL & FINK
STANDARD PACIFIC HOMES
STANLEY ROSEN LAW OFFICES
STANTEC
STATE FARM
STATE FARM - DO NOT USE THIS ENTRY.
STUART D. MORSE & ASSOCIATES
STV
SVA ARCHITECTS
SWINERTON
T.Y. LIN INTERNATIONAL
TAFT ELECTRIC
TAIT & ASSOCIATES
TARBUT V'TORAH COMMUNITY DAY SCHOOL
TARBUT V'TORAH SCHOOL C/O J.F. DAVIDSON ASSOCIATES
TAYLOR WOODROW HOMES
TELACU CONSTRUCTION MANAGEMENT
TEMPLE CITY UNIFIED SCHOOL DISTRICT
TETRA TECH
TH REAL ESTATE
THARPE & HOWELL
THOMAS & THOMAS
THORNTON TOMASETTI
TOTUM
TRACEY LAZARUS LAW OFFICES
TRANSPORTATION CORRIDOR AGENCIES
TRANSYSTEMS
Travelers
TRAYLOR PACIFIC
TRC ENGINEERS
TRC SOLUTIONS

Kurt Yoshii Current and Previous Client List

TSG
TSG INDEPENDENT PROPERTY MANAGEMENT
TURELK
TUSTIN UNIFIED SCHOOL DISTRICT
TUVERSON & HILLYARD
UNITED PARCEL SERVICE
UNIVERSITY MARELICH MECHANICAL
UNIVERSITY OF CALIFORNIA IRVINE
UNIVERSITY OF CALIFORNIA RIVERSIDE
UNIVERSITY OF CALIFORNIA, IRVINE MEDICAL CENTER, PLANNING ADMINISTRATION
VAL VERDE UNIFIED SCHOOL DISTRICT
VALI COOPER & ASSOCIATES, A TRC COMPANY
VANIR CONSTRUCTION
VANIR CONSTRUCTION MANAGEMENT
VCA ENGINEERS
W.G. ZIMMERMAN ENGINEERING
WATER FACILITIES AUTHORITY
WEST BASIN MUNICIPAL WATER DISTRICT
WEST COAST AIR CONDITIONING
WESTIN LOS ANGELES AIRPORT
WICKLAND PIPELINES
WILLIAM I. CHOPAK LAW OFFICES
WILLIAM N. SHATTUCK
WILLIAM S. HART UNION HIGH SCHOOL DISTRICT, FACILITIES DEPARTMENT
WILLIAM STEPHENSON
WILNER KLEIN
WILSON ELSEER MOSKOWITZ EDELMAN & DICKER
WISEBURN UNIFIED SCHOOL DISTRICT
WOOD RODGERS
WOOD SMITH HENNING & BERMAN
WOODRUFF SPRADLIN & SMART
WSP USA
WULFSBERG REESE & COLVIG
XPERA GROUP
XPRESSPA
YORK RISK SERVICES
ZELLOE+WEAVER ARCHITECTS
ZIMMERMAN & KAHANOWITCH

Garreth Saiki Current and Previous Client List

ABC UNIFIED SCHOOL DISTRICT
ACSS
ADVANCED EARTH SCIENCES
AECOM
AEROSPACE CORPORATION
AES ALAMITOS ENERGY
AKM CONSULTING ENGINEERS
ALBERT A. WEBB ASSOCIATES
AMERESCO
AMERICAN LANDSCAPE
American Solar Corporation
ANAHEIM ELEMENTARY SCHOOL DISTRICT
ANDERSON PENNA
ARB
ARCADIA UNIFIED SCHOOL DISTRICT
ARCADIS
ASPLUNDH CONSTRUCTION COMPANY
ATKINS NORTH AMERICA
ATWELL GROUP
BAY4 TECHNICAL SERVICES
BELFOR
BERG & ASSOCIATES
BERGELECTRIC
BIGGS CARDOSA ASSOCIATES
BIRMINGHAM COMMUNITY CHARTER HIGH SCHOOL
BLACK & VEATCH
BRIDGE MASTERS
BUENA PARK SCHOOL DISTRICT
BUILDERS CONSULTING SERVICES
BURBANK GLENDALE PASADENA AIRPORT AUTHORITY
BURBANK UNIFIED SCHOOL DISTRICT - FACILITIES SERVICES
BURNS & MCDONNELL
BUTIER ENGINEERING
C. P. CONSTRUCTION
CALIFORNIA AMERICAN WATER
CALIFORNIA CONSTRUCTION AUTHORITY
CALIFORNIA ENGINEERING DESIGN GROUP
CALIFORNIA WATER SERVICE COMPANY
CANNON
CAPISTRANO UNIFIED SCHOOL DISTRICT
CAROLLO ENGINEERS
CDM SMITH
CEMEX
CENTINELA VALLEY UNION HIGH SCHOOL DISTRICT
CENTRE BUILDERS
CHARTER OAK UNIFIED SCHOOL DISTRICT
CHO DESIGN ASSOCIATES

Garreth Saiki Current and Previous Client List

CHUBB
CINTAS
CITY OF ANAHEIM
CITY OF ANAHEIM PUBLIC WORKS AGENCY
CITY OF BELL
CITY OF BREA
CITY OF BUENA PARK
CITY OF CERRITOS
CITY OF CHINO
CITY OF COLTON
CITY OF CORONA
CITY OF CULVER CITY
CITY OF DANA POINT
CITY OF DIAMOND BAR
CITY OF DOWNEY
CITY OF FONTANA
CITY OF FOUNTAIN VALLEY
CITY OF FULLERTON
CITY OF HAWTHORNE
CITY OF INDUSTRY
CITY OF IRVINE, PUBLIC WORKS
CITY OF LA CANADA FLINTRIDGE
CITY OF LA HABRA
CITY OF LA MIRADA
CITY OF LAGUNA BEACH
CITY OF LANCASTER
CITY OF LOMITA
CITY OF LOS ANGELES BUREAU OF ENGINEERING
CITY OF LOS ANGELES DEPARTMENT OF WATER & POWER
CITY OF MORENO VALLEY PUBLIC WORKS
CITY OF MORENO VALLEY, CAPITAL PROJECTS DIVISION
CITY OF MORENO VALLEY, PUBLIC WORKS
CITY OF NEWPORT BEACH
CITY OF NORWALK
CITY OF ONTARIO
CITY OF PASADENA PUBLIC WORKS
CITY OF POMONA PUBLIC WORKS
CITY OF RANCHO CUCAMONGA
CITY OF RANCHO PALOS VERDES
CITY OF RANCHO SANTA MARGARITA
CITY OF RIVERSIDE
CITY OF SANTA ANA
CITY OF SANTA MONICA
CITY OF SOUTH PASADENA
CITY OF TORRANCE
CITY OF WEST COVINA
CITY OF YORBA LINDA

Garreth Saiki Current and Previous Client List

CIVILTEC ENGINEERING
CNC ENGINEERING COMPANY
COAST COMMUNITY COLLEGE DISTRICT
COMPTON UNIFIED SCHOOL DISTRICT
CONTINUUM PARTNERS
CORDOBA CORPORATION
COUNTY OF LOS ANGELES
COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS
COUNTY OF LOS ANGELES PUBLIC WORKS
COUNTY OF LOS ANGELES, DEPARTMENT OF PUBLIC WORKS
COUNTY OF MARIN PUBLIC WORKS
COUNTY OF ORANGE
COUNTY OF RIVERSIDE TRANSPORTATION
COUNTY OF SAN BERNARDINO
CRABLE & ASSOCIATES
CRC LONG BEACH
CRC LOS ANGELES
CRCH
CUSHMAN & WAKEFIELD
DAVID EVANS & ASSOCIATES
DAVIS PLUMBING & MECHANICAL
DIGNITY HEALTH
DIY HOME CENTER/PATIOWORLD/NEIMAN REED LUMBER COMPANY
DRP ENGINEERING
DUDEK & ASSOCIATES
DYNASEL
EAST ORANGE COUNTY WATER DISTRICT
EAST VALLEY WATER DISTRICT
EAST WHITTIER CITY SCHOOL DISTRICT
EFI GLOBAL
EL MONTE UNION HIGH SCHOOL DISTRICT
EL RANCHO UNIFIED SCHOOL DISTRICT
EMCOR SERVICES MESA ENERGY SYSTEMS
ENVIRONMENTAL INTELLIGENCE
FARMERS AND MERCHANTS TRUST COMPANY OF LONG BEACH
FLUENCE ENERGY
FOOTHILL TRANSIT
FOUNTAINHEAD CONSULTING CORPORATION
FULLERTON JOINT UNION HIGH SCHOOL DISTRICT EDUCATION CENTER
G3 QUALITY
GE ENERGY CONNECTIONS
GEO-ADVANTEC
GERRITY GROUP
GHD
GHIRARDELLI ASSOCIATES
GRAVENSTEIN UNION SCHOOL DISTRICT
HANSON AGGREGATES

Garreth Saiki Current and Previous Client List

HARDY & HARPER
HDR
HENKELS & McCOY
HENKELS & MCCOY
HENSEL PHELPS CONSTRUCTION
HILL INTERNATIONAL
HNTB
HOOVER TREATED WOOD PRODUCTS
HOUT CONSTRUCTION SERVICES
HR GREEN
HUNTINGTON BEACH CITY SCHOOL DISTRICT
HUNTINGTON BEACH UNION HIGH SCHOOL DISTRICT
HUSHMAND ASSOCIATES
IBI GROUP
INFRASTRUCTURE ENGINEERING CORPORATION
INGLEWOOD UNIFIED SCHOOL DISTRICT
INLAND EMPIRE HEALTH PLAN
INTERWEST CONSULTING GROUP
IRONWORKERS APPRENTICESHIP TRUST
IRVINE COMPANY
IRVINE RANCH WATER DISTRICT
IRVINE UNIFIED SCHOOL DISTRICT
JACOBS
JAKE ENTERPRISES
JAMISON ENGINEERING
JOHN HANCOCK REAL ESTATE
JOHN WAYNE AIRPORT
JOHNSON-PELTIER ELECTRIC
Joshua Grading & Excavating
KB INSURANCE CO.
KEITH KC LEE
KIERNAN-WEST
KITCHELL
KITCHELL CEM
KRC ENTERPRISES
KV STRUCTURES
LAGUNA BEACH UNIFIED SCHOOL DISTRICT
LAKE ARROWHEAD COMMUNITY SERVICES DISTRICT
LEE & RO
LEHIGH SOUTHWEST CEMENT COMPANY
LINCOLN AVENUE WATER COMPANY
LONG BEACH COMMUNITY COLLEGE DISTRICT
LONG BEACH UNIFIED SCHOOL DISTRICT
LONG BEACH WATER DEPARTMENT
LOS ALAMITOS UNIFIED SCHOOL DISTRICT
LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY
LOS ANGELES COUNTY OFFICE OF EDUCATION

Garreth Saiki Current and Previous Client List

LOS ANGELES DEPARTMENT OF PUBLIC WORKS
LOS ANGELES NEIGHBORHOOD LAND TRUST
LOS ANGELES UNIFIED SCHOOL DISTRICT
LYNWOOD UNIFIED SCHOOL DISTRICT
MAGELLAN EL MONTE
MARRS SERVICES
McCARTHY BUILDING COMPANIES
MCDONALD PROPERTY GROUP
MCMORGAN & COMPANY
MELKO BUILDERS
MESA ASSOCIATES
MICHAEL BAKER INTERNATIONAL
MNS ENGINEERS
MOLINAR CONSTRUCTION
MONROVIA UNIFIED SCHOOL DISTRICT
MORENO VALLEY UNIFIED SCHOOL DISTRICT
MOUNTAINS RECREATION & CONSERVATION AUTHORITY
MTM CONSTRUCTION
NATIONAL READY MIXED CONCRETE
NCE
NEWGROUND
NORTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
NORWALK-LA MIRADA UNIFIED SCHOOL DISTRICT
NV5
ONTARIO POLICE DEPARTMENT
ONYX RENEWABLE PARTNERS
ORANGE COUNTY COMMUNITY RESOURCES
ORANGE COUNTY COMMUNITY RESOURCES/OC PARKS
ORANGE COUNTY PUBLIC WORKS
ORANGE COUNTY SANITATION DISTRICT
ORANGE COUNTY SHERIFF-CORONER
ORANGE COUNTY TRANSPORTATION AUTHORITY
ORANGE COUNTY WATER DISTRICT
ORANGE UNIFIED SCHOOL DISTRICT
OWEN GROUP
PACIFIC CHARTER SCHOOL
PACRIM ENGINEERING
PAR ELECTRICAL CONTRACTORS
PARTNER ENGINEERING AND SCIENCE
PASADENA UNIFIED SCHOOL DISTRICT
PCL CONSTRUCTION
PGAL
PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT
POND CONSTRUCTORS
PORT OF LONG BEACH
PORT OF LONG BEACH CONSTRUCTION MANAGEMENT
POWER GRADE

Garreth Saiki Current and Previous Client List

PPM GROUP
PREFERRED POWER SOLUTIONS
PRESTIGE HOMES
PRIMORIS SERVICES
PROTERRA
PSOMAS
RANCHO CUCAMONGA MUNICIPAL UTILITY
RANCHO MISSION VIEJO
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
REMEDIAL CONSTRUCTION SERVICES
RIVERSIDE COUNTY TRANSPORTATION COMMISSION
RIVERSIDE TRANSIT AGENCY
ROBERT KOURY PROPERTIES
ROUND VALLEY JOINT ELEMENTARY SCHOOL DISTRICT
RTI CONSULTING
RUHNAU RUHNAU CLARKE
RUTH GROUP
S2 ENGINEERING
SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
SANTA ANA UNIFIED SCHOOL DISTRICT
SANTA ANA WATERSHED PROJECT AUTHORITY
SANTA MONICA - MALIBU UNIFIED SCHOOL DISTRICT
SARGENT & LUNDY
SCHOOLHAUS ADVISORS
SCHULER CONSTRUCTORS
SIMPLUS MANAGEMENT
SOUTH COAST WATER DISTRICT
SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
SOUTH ORANGE COUNTY WASTEWATER AUTHORITY
SOUTHERN CALIFORNIA EDISON
SOUTHSTAR ENGINEERING & CONSULTING
SR ELECTRIC
STANTEC
STANTRU REINFORCING STEEL
STORMTRAP
SUN BEAM
TAFT ELECTRIC
TANK INDUSTRY CONSULTANTS
TELACU CONSTRUCTION MANAGEMENT
TEMPLE CITY UNIFIED SCHOOL DISTRICT
TESLA
TETRA TECH
TH REAL ESTATE
TRANSPORTATION CORRIDOR AGENCIES
TRANSTECH
TRANSYSTEMS
TRC ENGINEERS

Garreth Saiki Current and Previous Client List

TRC ENVIRONMENTAL SOLUTIONS
TRC SOLUTIONS
TRUST FOR PUBLIC LAND
TURNER IMPACT CAPITAL
TUSTIN UNIFIED SCHOOL DISTRICT
TYNAN GROUP
U-HAUL BUSINESS CONSULTANTS
UNDERGROUND CONSTRUCTION COMPANY
UNITED PARCEL SERVICE
UNIVERSITY OF CALIFORNIA IRVINE
UNIVERSITY OF CALIFORNIA, IRVINE MEDICAL CENTER, PLANNING ADMINISTRATION
UPLAND UNIFIED SCHOOL DISTRICT
VALENTINE ENVIRONMENTAL ENGINEERS
VALI COOPER & ASSOCIATES, A TRC COMPANY
VELOX CONSTRUCTION
VERTEX
WATER OF LIFE CHURCH
WATER SYSTEMS CONSULTING
WATERSHED CONSERVATION AUTHORITY
WEBCOR BUILDERS
WEST BASIN MUNICIPAL WATER DISTRICT
WILLIAM S. HART UNION HIGH SCHOOL DISTRICT, FACILITIES DEPARTMENT
WILSON CONSTRUCTION
WILSON CONSTRUCTION COMPANY
WILSON MIKAMI
WISEBURN UNIFIED SCHOOL DISTRICT
YORK RISK SERVICES
A&D COMPSERV
AAE
ABC UNIFIED SCHOOL DISTRICT
ABODE COMMUNITIES
ACCORD ENGINEERING
ADAMS MALLORY CONSTRUCTION
AECOM
AECOM ENVIRONMENTAL
AEROSPACE CORPORATION
AHTNA GOVERNMENT SERVICES CORPORATION
AKM CONSULTING ENGINEERS
ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY
ALANA B. ANAYA LAW OFFICES
ALBERT A. WEBB ASSOCIATES
ALLIANZ RESOLUTION MANAGEMENT
AMEC
ANAHEIM ELEMENTARY SCHOOL DISTRICT
ANAHEIM FIRE DEPARTMENT
AP CONSTRUCTION
APPLE VALLEY CONSTRUCTION

Garreth Saiki Current and Previous Client List

APTIM
ARB
ARCADIA UNIFIED SCHOOL DISTRICT
ARCADIS
ATKINS NORTH AMERICA
ATKINSON CONSTRUCTION
AUSTIN BROWNWOOD CANNON & SANTA CRUZ
BALFOUR BEATTY RAIL
BERG & ASSOCIATES
BERGER KAHN
BERGMAN DACEY
BING YEN & ASSOCIATES
BLACK & VEATCH
BOARDWALK DEVELOPMENT
BOHM WILDISH MATSEN
BOIS & MACDONALD
BOND MANAGEMENT TEAM
BONITA UNIFIED SCHOOL DISTRICT
BORTON PETRINI
BRADEN HINCHCLIFFE & HAWLEY
BREMER WHYTE BROWN & O'MEARA
BUREAU VERITAS
BUTIER ENGINEERING
CALTROP CORPORATION
CANNON
CAPISTRANO UNIFIED SCHOOL DISTRICT
CAROLLO ENGINEERS
CDM SMITH
CENTINELA VALLEY UNION HIGH SCHOOL DISTRICT
CHA COMPANIES
CHAFFEY JOINT UNION HIGH SCHOOL DISTRICT
CHRISTINA MAHOTZ
CITY OF BREA
CITY OF BUENA PARK
CITY OF CERRITOS
CITY OF CORONA
CITY OF COSTA MESA
CITY OF CULVER CITY
CITY OF DOWNEY
CITY OF FONTANA
CITY OF FONTANA, ENGINEERING DEPARTMENT
CITY OF GLENDORA
CITY OF HAWTHORNE
CITY OF HUNTINGTON BEACH
CITY OF IRVINE, PUBLIC WORKS
CITY OF LA CANADA FLINTRIDGE
CITY OF LA HABRA

Garreth Saiki Current and Previous Client List

CITY OF LA MIRADA
CITY OF LAKE FOREST
CITY OF LOMA LINDA
CITY OF LONG BEACH
CITY OF LOS ANGELES BUREAU OF ENGINEERING
CITY OF LOS ANGELES COMMUNITY DEVELOPMENT DEPARTMENT
CITY OF LOS ANGELES ENGINEERING DIVISION
CITY OF LOS ANGELES PUBLIC WORKS
CITY OF MISSION VIEJO
CITY OF MORENO VALLEY PUBLIC WORKS
CITY OF MORENO VALLEY, CAPITAL PROJECTS DIVISION
CITY OF MORENO VALLEY, PUBLIC WORKS
CITY OF NEWPORT BEACH
CITY OF NORWALK
CITY OF ONTARIO
CITY OF ORANGE
CITY OF PASADENA
CITY OF PASADENA WATER AND POWER
CITY OF RANCHO CUCAMONGA
CITY OF RANCHO SANTA MARGARITA
CITY OF RIVERSIDE
CITY OF SANTA CLARITA
CITY OF SANTA MONICA
CITY OF SOUTH PASADENA
CITY OF TORRANCE
CITY OF VILLA PARK
CITY OF WEST HOLLYWOOD
CLEAN ENERGY
CNC ENGINEERING COMPANY
COLDWELL BANKER
COSTA CHAMELA CORP. S. DE. RL. DE. CV.
COUNTY OF LOS ANGELES
COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS
COUNTY OF LOS ANGELES PUBLIC WORKS
COUNTY OF LOS ANGELES, DEPARTMENT OF PUBLIC WORKS
COUNTY OF LOS ANGELES, PUBLIC WORKS DEPARTMENT
COUNTY OF ORANGE
COUNTY OF SAN BERNARDINO PUBLIC WORKS
CSG
CSI SERVICES
CULVER STUDIOS OWNER
CUMMINGS & KEMP
DAVID EVANS & ASSOCIATES
DCXCAVATION
DEMLER ARMSTRONG & ROWLAND
DGA CONSULTANTS
DIAZ YOURMAN & ASSOCIATES

Garreth Saiki Current and Previous Client List

DMC DESIGN GROUP
DMJM+H&N
DOKKEN ENGINEERING
DUDEK & ASSOCIATES
E.L. YEAGER CONSTRUCTION
ECOLOGY & ENVIRONMENT
EDWARD S. WALLACE LAW OFFICES
ENGINEERING RESOURCES OF SOUTHERN CALIFORNIA
ENGINEERING/REMEDATION RESOURCES GROUP
ENVIRON STRATEGY CONSULTANTS
ERIC G. ANDERSON LAW OFFICES
EXCEL REALTY HOLDINGS
FALCON GENERAL ENGINEERING
FARMERS INSURANCE
FIREMAN'S FUND INSURANCE
FIRST SOLAR
FPL AND ASSOCIATES
FULLERTON SCHOOL DISTRICT
G. CLINTON POOLEY
GAB ROBINS NORTH AMERICA
GEI
GENTERRA CONSULTANTS
GEOMATRIX
GEORGE ROTHSCHILD
GHD
GILBANE
GLENDALE UNIFIED SCHOOL DISTRICT
GOLDEN STATE WATER COMPANY
GRACE COSGROVE & SCHIRM
GREENSPAN GLASSER & ROSSON
GRUEN ASSOCIATES
H & H GRADING
HAGER & DOWLING
HAIGHT BROWN & BONESTEEL
HARBOB SOUTHERN
HARRINGTON FOXX DUBROW & CANTER
HARRIS & ASSOCIATES
HDR
HERNANDEZ KROONE & ASSOCIATES
HILL INTERNATIONAL
HITCHCOCK AUTOMOTIVE RESOURCES
HMC ARCHITECTS
HORN & LUSBY
HUNTINGTON BEACH UNION HIGH SCHOOL DISTRICT
HUSHMAND ASSOCIATES
INLAND EMPIRE UTILITIES AGENCY
INTEGRATED PROGRAM MANAGEMENT CONSULTANTS

Garreth Saiki Current and Previous Client List

INTERWEST CONSULTING GROUP
IRVINE COMPANY
IRVINE RANCH WATER DISTRICT
IRVINE UNIFIED SCHOOL DISTRICT
J.L. PATTERSON & ASSOCIATES
JACK IN THE BOX
JACOB SCHANEN
JACOBS
JAMES P. MCDONOUGH LAW OFFICES
JAMES W. WOODWORTH
JE/SVERDRUP/CRSS FACILITIES, INC.
JOHN WAYNE AIRPORT
JOINT POWERS AUTHORITY
JUDICIAL COUNCIL OF CALIFORNIA
KABBARA ENGINEERING
KAL ARCHITECTS
KEESAL YOUNG & LOGAN
KENNARD DESIGN GROUP
KFM GEOSCIENCE
KIEWIT INFRASTRUCTURE WEST
KILROY REALTY
KIMLEY-HORN & ASSOCIATES
KINDER MORGAN
KNA STRUCTURAL ENGINEERS
KOA CORPORATION
KOELLER NEBEKER CARLSON & HALUCK
KOLETSKY MANCINI FELDMAN & MORROW
KOLOD WAGER & NOLAN
KPRS CONSTRUCTION SERVICES
KRING & CHUNG
LA CANADA DESIGN GROUP
LA CANADA UNIFIED SCHOOL DISTRICT
LAGUNA CANYON FOUNDATION
LAKE ARROWHEAD COMMUNITY SERVICES DISTRICT
LAKE SHORE TOLTEST
LAWNDALE ELEMENTARY SCHOOL DISTRICT
LDS CHURCH
LEE & RO
LEE A. FREEMAN & ASSOCIATES
LEJMAN GEOTECHNICAL
LEWIS BRISBOIS BISGAARD & SMITH
LIBERTY MUTUAL
LOIS M. FISHER TRUST
LOMBARD CONSULTING SERVICES
LONG BEACH COMMUNITY COLLEGE DISTRICT
LONG BEACH UNIFIED SCHOOL DISTRICT
LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

Garreth Saiki Current and Previous Client List

LOS ANGELES UNIFIED SCHOOL DISTRICT
LOS ANGELES UNIFIED SCHOOL DISTRICT-EHS
LOWELL JOINT SCHOOL DISTRICT
LUNDGREN MANAGEMENT
LYNN LAYTON
LZA TECHNOLOGY
MADSEN KNEPPERS & ASSOCIATES
MALCOLM DRILLING
MALLCRAFT
MARRS SERVICES
MARY ERICKSON COMMUNITY HOUSING
MCM CONSTRUCTION
METRO BUILDERS AND ENGINEERS GROUP
MICHAEL BAKER INTERNATIONAL
MIRALLES ASSOCIATES
MOFFATT & NICHOL
MONROVIA UNIFIED SCHOOL DISTRICT
MOORE TWINING ASSOCIATES
MORRIS POLICH & PURDY
MOUNTAINS RECREATION & CONSERVATION AUTHORITY
MURTAUGH MEYER NELSON & TREGLIA
NABIH YOUSSEF & ASSOCIATES
NARKIS GARCIA
NBCE
NEI ELECTRIC POWER ENGINEERING OF COLORADO
NEWPORT-MESA UNIFIED SCHOOL DISTRICT
NIGUEL SHORES COMMUNITY ASSOCIATION
NORWALK-LA MIRADA UNIFIED SCHOOL DISTRICT
NV5
NV5-LOS ANGELES
OC COMMUNITY RESOURCES
O'CONNOR, SCHMELTZER & O'CONNOR
OLD STANDARD LIFE INSURANCE
ORANGE COUNTY COMMUNITY RESOURCES
ORANGE COUNTY COMMUNITY RESOURCES/OC PARKS
ORANGE COUNTY DEPARTMENT OF EDUCATION
ORANGE COUNTY FIRE AUTHORITY
ORANGE COUNTY PARKS
ORANGE COUNTY SANITATION DISTRICT
ORANGE COUNTY TRANSPORTATION AUTHORITY
ORANGE COUNTY WATER DISTRICT
OVERHEAD & INDIRECT CHARGES
OWEN GROUP
PACIFIC HYDROTECH
PAR ELECTRICAL CONTRACTORS
PARSONS
PERRIS ELEMENTARY SCHOOL DISTRICT

Garreth Saiki Current and Previous Client List

PETER TILDEN
PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT
PLUMP ENGINEERING
PORT OF LONG BEACH
PORT OF LOS ANGELES
PROFESSIONAL COMMUNITY MANAGEMENT
PSOMAS
R.D. OLSON DEVELOPMENT
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
RCE CONSULTANTS
RIPON COGENERATION
RIVERSIDE COUNTY ECONOMIC DEVELOPMENT AGENCY
RIVERSIDE COUNTY TRANSPORTATION COMMISSION
RKA CIVIL ENGINEERS
ROWLAND UNIFIED SCHOOL DISTRICT
SA ASSOCIATES
SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
SAFECO INSURANCE
SAGE ASSOCIATES
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY
SANTA ANA UNIFIED SCHOOL DISTRICT
SANTA MARGARITA WATER DISTRICT
SAVANNAH TECH
SCHULER CONSTRUCTORS
SCOTT HARRIS
SCS ENGINEERS
SEMA CONSTRUCTION
SHEPPARD MULLIN RICHTER & HAMPTON
SIEMENS ENERGY
SMALL HENSTRIDGE CABODI & PYLES
SOUTHERN CALIFORNIA EDISON
SOUTHSTAR ENGINEERING & CONSULTING
SPRINGEL & FINK
SSC CONSTRUCTION
STANTEC
STATE OF CALIFORNIA DEPARTMENT OF GENERAL SERVICES
STEWART ENTERPRISE
STV
SUN ENGINEERING SERVICES
TELACU CONSTRUCTION MANAGEMENT
TERRY A. HAYES ASSOCIATES
TETRA TECH
THAGARD & REISS
THARPE & HOWELL
TOTUM
TRANSYSTEMS

Garreth Saiki Current and Previous Client List

TRANSYSTEMS/ATHALYE CONSULTING ENGINEERS
TRC ENVIRONMENTAL SOLUTIONS
TRC SOLUTIONS
TRILLIUM USA
TRI-STATE DRILLING
TTR SUBSTATIONS
TURELK
TURNER REYNOLDS GRECO & O'HARA
UMA ENGINEERING
UNITED PARCEL SERVICE
UNITED PARCEL SERVICE, PLANT ENGINEERING
UNIVERSITY OF CALIFORNIA IRVINE
VAL VERDE UNIFIED SCHOOL DISTRICT
VILLAGEWAY MANAGEMENT
WALSWORTH FRANKLIN BEVINS & MCCALL
WATRY DESIGN
WATT TIEDER HOFFAR & FITZGERALD
WEIL & ASSOCIATES
WEST COAST AIR CONDITIONING
WILSON & COMPANY
WILSON CONSTRUCTION
WOOD SMITH HENNING & BERMAN
WOODRUFF SPRADLIN & SMART
WOODWARD BROS.
WSP USA
WU & CHEUNG
YORBA LINDA WATER DISTRICT, ENGINEERING DEPARTMENT
ZIMMERMAN & KAHANOWITCH

Daniel Chu Current and Previous Client List

3D/I
4 LEAF
A.C. MARTIN PARTNERS
ABC UNIFIED SCHOOL DISTRICT
ABODE COMMUNITIES
ACTION PROPERTY MANAGEMENT
ADAMS MALLORY CONSTRUCTION
ADAMS STREETER
ADOLPH ZIEMBA AND ASSOCIATES
ADVOCACY DEVELOPMENT PARTNERS
AECOM
AEROSPACE CORPORATION
AES ALAMITOS ENERGY
AHMC HEALTHCARE
AIG PRIVATE CLIENT GROUP
AKM CONSULTING ENGINEERS
ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY
ALBERT A. WEBB ASSOCIATES
ALDEN MANAGEMENT GROUP
ALLEN MATKINS LECK GAMBLE MALLORY & NATSIS
ALLIANZ RESOLUTION MANAGEMENT
ALMGREN & KOPTIONAK
ALSTON & BIRD
AMA PROJECT MANAGEMENT
AMERCO REAL ESTATE COMPANY/U-HAUL INT'L
AMERICAN ASSOCIATION OF CRITICAL CARE NURSES
AMONIX
AMSTAR GROUP
ANAHEIM ELEMENTARY SCHOOL DISTRICT
ANDERSON PENNA
ANDREW ELLIOT CONSTRUCTION
ANIL VERMA ASSOCIATES
ANSER ADVISORY
AP CONSTRUCTION
APPLIED GEOTECHNICAL ENGINEERING CONSULTANTS INC
APTIM
ARCADIA UNIFIED SCHOOL DISTRICT
ARCADIS
ARDURRA
ARIZONA DEPARTMENT OF TRANSPORTATION
ARIZONA PUBLIC SERVICE
ASIAN PACIFIC HEALTHCARE VENTURES
ATKINS GLOBAL
ATKINS NORTH AMERICA
AUSTIN COMPANY
AVRAM NINYO
AWMA/MNWD JOINT REGIONAL PLANT

Daniel Chu Current and Previous Client List

B&E ENGINEERS
BALFOUR BEATTY INFRASTRUCTURE
BANAMEX S.A. FIDEICOMISO 140819-2
BARBARA L. HALL
BARCLAY'S REALTY & MANAGEMENT
BEATTY
BEAZER HOMES
BELECTRIC
BELFOR
BERGER KAHN
BERNARD LEWIS FAMILY
BERNARD SIMKIN
BERNARDS
BESSEMER TRUST
BIGGS CARDOSA ASSOCIATES
BISTLINE & COHOON
BKF ENGINEERS
BLACK & VEATCH
BOARDWALK DEVELOPMENT
BOEING COMPANY
BONETATI SASAKI KINCAID KINCAID & NITSCHKE
BONITA UNIFIED SCHOOL DISTRICT
BORREGO SOLAR SYSTEMS
BOWMAN CONSULTING
BRANDT DEVELOPMENT
BREMER WHYTE BROWN & O'MEARA
BROWN AND CALDWELL
BUCKNAM & ASSOCIATES
BURBANK GLENDALE PASADENA AIRPORT AUTHORITY
BUREAU VERITAS
BURKE WILLIAMS & SORENSEN
BURKHALTER KESSLER CLEMENT & GEORGE
BURNS & MCDONNELL
BUTIER ENGINEERING
BUTZ DUNN DESANTIS & BINGHAM
CALIFORNIA AMERICAN WATER
CALIFORNIA DEPARTMENT OF PARKS & RECREATION
CALLAHAN & BLAINE
CALTROP CORPORATION
CALVARY LAGUNA
CANE WALKER & HARKINS
CANNON
CANNON CORPORATION
CAPISTRANO BEACH WATER DISTRICT
CARL WARREN & COMPANY
CAROLLO ENGINEERS
CASTRO & ASSOCIATES

Daniel Chu Current and Previous Client List

CB&I
CDM SMITH
CENTINELA VALLEY UNION HIGH SCHOOL DISTRICT
CHA COMPANIES
CHAFFEY JOINT UNION HIGH SCHOOL DISTRICT
CHILENO BAY CLUB
CHO & BROWN
CHRISTINA MAHOTZ
CHRISTOPHER A. JOSEPH & ASSOCIATES
CHRISTOPHER WILLIAMS
CHUBB
CHURCH OF SCIENTOLOGY INTERNATIONAL
CIRCLEPOINT
CITADEL PROPERTY GROUP
CITY OF ALHAMBRA
CITY OF ANAHEIM PUBLIC WORKS AGENCY
CITY OF BIG BEAR LAKE
CITY OF BREA
CITY OF BUENA PARK
CITY OF CARSON
CITY OF CATHEDRAL CITY
CITY OF COMPTON
CITY OF CORONA
CITY OF COSTA MESA
CITY OF CULVER CITY
CITY OF DANA POINT
CITY OF DIAMOND BAR
CITY OF FONTANA
CITY OF FONTANA, ENGINEERING DEPARTMENT
CITY OF GLENDORA
CITY OF HAWTHORNE
CITY OF HUNTINGTON BEACH
CITY OF INDUSTRY
CITY OF IRVINE
CITY OF LA CANADA FLINTRIDGE
CITY OF LA HABRA
CITY OF LA HABRA HEIGHTS
CITY OF LAGUNA BEACH
CITY OF LAGUNA NIGUEL
CITY OF LAKE FOREST
CITY OF LONG BEACH
CITY OF LOS ANGELES BUREAU OF ENGINEERING
CITY OF LOS ANGELES COMMUNITY DEVELOPMENT DEPARTMENT
CITY OF LOS ANGELES PUBLIC WORKS
CITY OF MORENO VALLEY PUBLIC WORKS
CITY OF MORENO VALLEY, PUBLIC WORKS
CITY OF MURRIETA

Daniel Chu Current and Previous Client List

CITY OF NORWALK
CITY OF ONTARIO
CITY OF POMONA PUBLIC WORKS
CITY OF RANCHO CUCAMONGA
CITY OF RANCHO PALOS VERDES
CITY OF SAN BERNARDINO
CITY OF SAN CLEMENTE
CITY OF SANTA CLARITA
CITY OF SANTA MONICA
CITY OF SOUTH PASADENA
CITY OF TUSTIN
CITY OF VILLA PARK
CITY OF WEST HOLLYWOOD
CIVILTEC ENGINEERING
CLARK COUNTY SCHOOL DISTRICT
CLAUSEN MILLER
CNC ENGINEERING COMPANY
COAST COMMUNITY COLLEGE DISTRICT
COLLINS COLLINS MUIR + STEWART
COLTON JOINT UNIFIED SCHOOL DISTRICT
COMMERCIAL CAPITAL BANK
COMPETITIVE EDGE CONSTRUCTION
COMPTON UNIFIED SCHOOL DISTRICT
CONCORDIA HOMES
CONESTOGA-ROVERS & ASSOCIATES
CONTINUUM PARTNERS
CORDOBA CORPORATION
CORNERSTONE STUDIOS
COSTA CHAMELA CORP. S. DE. RL. DE. CV.
COUNTY OF LOS ANGELES
COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS
COUNTY OF LOS ANGELES PUBLIC WORKS
COUNTY OF LOS ANGELES, DEPARTMENT OF PUBLIC WORKS
COUNTY OF LOS ANGELES, DEPTARTMENT OF PUBLIC WORKS
COUNTY OF LOS ANGELES, PUBLIC WORKS DEPARTMENT
COUNTY OF ORANGE
COUNTY OF ORANGE PUBLIC WORKS
COUNTY OF SAN BERNARDINO
COUNTY OF SAN BERNARDINO PUBLIC WORKS
COZEN & O'CONNOR
CR CONSTRUCCION
CRAIG A. HOLTZ LAW OFFICES
CRAIG REALTY GROUP
CRAWFORD & COMPANY
CRAWFORD TECHNICAL SERVICES
CRC LONG BEACH
CRC LOS ANGELES

Daniel Chu Current and Previous Client List

CRUM & FORSTER INSURANCE
CULVER STUDIOS OWNER
CUSHMAN & WAKEFIELD
CYNTHIA BERNE
CYPRESS SCHOOL DISTRICT
DAHL TAYLOR & ASSOCIATES
DAMARI CONSTRUCTION CONSULTING GROUP
DANA FORD
DAVID EVANS & ASSOCIATES
DAVID MORSE & ASSOCIATES
DAVID VOLZ DESIGN
DCA ENGINEERING GROUP
DE LA PENA & HOLIDAY
DEL MAR DEVELOPMENT
DGA CONSULTANTS
DIOCESE OF ORANGE
DISCOVERY LAND
DIY HOME CENTER/PATIOWORLD/NEIMAN REED LUMBER COMPANY
DLR GROUP
DMC DESIGN GROUP
DMJM+H&N
DMR TEAM
DOKKEN ENGINEERING
DUDEK & ASSOCIATES
DUKE REALTY
E.W. MOON
EAST ORANGE COUNTY WATER DISTRICT
ECOLOGY & ENVIRONMENT
ECORP CONSULTING
EDAW
EDM SERVICES
EDWARD B. FRANKEL
EL SOL ACADEMY
ENVIRON STRATEGY CONSULTANTS
ENVIRONMENTAL SCIENCE ASSOCIATES
ERIC G. ANDERSON LAW OFFICES
FARMERS AND MERCHANTS TRUST COMPANY OF LONG BEACH
FARMERS INSURANCE
FARMERS INSURANCE C/O COMMERCIAL PROPERTY COE
FELDSOTT LEE IGER & LEW
FIELDSLAW
FIERSTADT & MANS
FIORE RACOBS & POWERS
FIREMAN'S FUND INSURANCE
FIRST SOLAR
FIRSTCARBON SOLUTIONS - MICHAEL BRANDMAN ASSOCIATES
FLUENCE ENERGY

Daniel Chu Current and Previous Client List

FM GLOBAL
FOOTHILL TRANSIT
FOREST CITY
FOWLIE
FPL AND ASSOCIATES
FULLERTON JOINT UNION HIGH SCHOOL DISTRICT EDUCATION CENTER
FULLERTON SCHOOL DISTRICT
FUSCOE ENGINEERING
GAB ROBINS NORTH AMERICA
GANNETT FLEMING
GANNETT-FLEMING
GCW ENGINEERS
GEORGE ROTHSCHILD
GHATAODE BANNON ARCHITECTS
GHD
GILBANE
GLADSTONE WEISBERG
GLENDALE UNIFIED SCHOOL DISTRICT
GOLDEN STATE WATER COMPANY
GONZALEZ GOODALE ARCHITECTS
GORDON & WILLIAMS
GOTAMA BUILDING ENGINEERS
GREENBERG WHITCOMBE & TAKEUCHI
GRUEN ASSOCIATES
H. HEAVEN AUTO REPAIR
HAAG ENGINEERING
HACKMAN CAPITAL PARTNERS
HAIGHT BROWN & BONESTEEL
HARBOR DAY SCHOOL
HARBOR POINTE SENIOR LIVING
HARDING LARMORE MULLEN JAKLE KUTCHER & KOZAL
HARRINGTON FOXX DUBROW & CANTER
HARRIS & ASSOCIATES
HART KING
HARTFORD INSURANCE
HAZEN AND SAWYER
HDR
HEERY INTERNATIONAL
HELLMUTH OBATA & KASSABAUM
HENRY WOO ARCHITECT & ASSOCIATES
HENSEL PHELPS
HENSEL PHELPS CONSTRUCTION
HIGHRIDGE PARTNERS
HILL INTERNATIONAL
HLR PROPERTIES
HMC ARCHITECTS
HNTB

Daniel Chu Current and Previous Client List

HOME DEPOT
HORIZON FAMILY
HOSP, GILBERT & BERGSTEN
HPA ARCHITECTURE
HR GREEN
HUITT-ZOLLARS
HUNTINGTON BEACH CITY SCHOOL DISTRICT
HUNTINGTON BEACH UNION HIGH SCHOOL DISTRICT
HUNTINGTON WEST PROPERTIES
IAS CLAIM SERVICES
IBI GROUP
ICF CONSULTING
ICF INTERNATIONAL
ICF INTERNATIONAL, INC.
ICON ENGINEERING
IEC CORPORATION
INFRASTRUCTURE ENGINEERING CORPORATION
INLAND EMPIRE UTILITIES AGENCY
INTERACTIVE RESOURCES
IRVINE COMPANY
IRVINE PRESBYTERIAN CHURCH
IRVINE RANCH WATER DISTRICT
IRVINE UNIFIED SCHOOL DISTRICT
J. C. CHANG & ASSOCIATES
J.L. PATTERSON & ASSOCIATES
J.R. ABBOTT CONSTRUCTION
J.S. HELD
JACOB PADILLA
JACOB SCHANEN
JACOBS
JAL-CABO VENTURES S DE RL DE CV
JALILI-CHHATRALA
JCE STRUCTURAL ENGINEERING GROUP
JEFFREY KENTNER C/O DEL MAR DEVELOPMENT
JENKINS/GALES & MARTINEZ
JOHN AND PATRICIA MILLIGAN
JOHN HANCOCK REAL ESTATE
JOHN PERRI
JOHN S. RICKERBY COMPANY
JOHN WAYNE AIRPORT
JOHNSON FAIN PARTNERS
JOHNSTON DLM & ASSOCIATES
JUDICIAL COUNCIL OF CALIFORNIA
KABBARA ENGINEERING
KAL ARCHITECTS
KARL LASSEY C/O DANIELS BARATTA & FINE
KB INSURANCE CO.

Daniel Chu Current and Previous Client List

KCE Structural Engineers
KEN AND MAE PARK
KENNARD DESIGN GROUP
KFM GEOSCIENCE
KGA
KIERNAN-WEST
KIEWIT INFRASTRUCTURE WEST
KIEWIT POWER
KIEWIT/MASS
KILROY REALTY
KIMLEY-HORN & ASSOCIATES
KLEINFELDER
KOA CORPORATION
KOELLER NEBEKER CARLSON & HALUCK
KORVE ENGINEERING
KPRS CONSTRUCTION SERVICES
KREUZER CONSULTING GROUP
KRING & CHUNG
L.D. KING
LA CANADA DESIGN GROUP
LA CANADA UNIFIED SCHOOL DISTRICT
LA OPEN DOOR PRESBYTERIAN CHURCH
LAKE ARROWHEAD COMMUNITY SERVICES DISTRICT
LANDMARK RETAIL GROUP
LANDMARK TESTING AND ENGINEERING
LAWRENCE R. MOSS & ASSOCIATES
LCS CONSTRUCTORS
LEE & RO
LEO A. DALY
LGA
LHB PACIFIC LAW PARTNERS
LIBERTY MUTUAL
LILLIBRIDGE FACILITIES DEVELOPMENT
LMN ARCHITECTS
LOCKWOOD ANDREWS & NEWMAN
LOGIX FEDERAL CREDIT UNION
LONG BEACH COMMUNITY COLLEGE DISTRICT
LONG BEACH UNIFIED SCHOOL DISTRICT
LONG BEACH WATER DEPARTMENT
LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY
LOS ANGELES COUNTY WEST VECTOR & VECTOR-BORNE DISEASE CONTROL DISTRICT
LOS ANGELES DEPARTMENT OF PUBLIC WORKS
LOS ANGELES HARBOR WATTS ECONOMIC DEVELOPMENT CORPORATION
LOS ANGELES UNIFIED SCHOOL DISTRICT
LOS CABOS - CASITA 378 LLC
LPA
LSA ASSOCIATES

Daniel Chu Current and Previous Client List

LUCENT TECHNOLOGIES
LZA TECHNOLOGY
M. OKAMOTO & ASSOCIATES
MACRO-Z-TECHNOLOGY
MADSEN KNEPPERS & ASSOCIATES
MAGELLAN EL MONTE
MAGELLAN VALUE PARTNERS
MAINS & CLARK
MAKAR PROPERTIES
MALIBU PACIFIC TENNIS COURTS
MALLCRAFT
MANUEL ONCINA ARCHITECT
MARCY WONG AND DONN LOGAN ARCHITECTS
MARRS SERVICES
MARWEST COMMERCIAL
MARY ERICKSON COMMUNITY HOUSING
MAXIE RHEINHEIMER STEPHENS & VREVICH
MBF CONSTRUCTORS
McCARTHY BUILDING COMPANIES
MCCLAUGHERTY MULDER & KEIDEL
MCKENZIE RHODY
MCLARENS
MCMAHON LYNCH LAW FIRM
MCMILLIN DEVELOPMENT
MCRT INVESTMENTS
MELVIN F. SEIFERT LAW OFFICES
MERIT CIVIL ENGINEERING
MERRICK & COMPANY
MHP STRUCTURAL ENGINEERS
MIA LEHRER + ASSOCIATES
MICHAEL BAKER INTERNATIONAL
MICHAEL RICHARD BENNETT LAW OFFICES
MIG, INC.
MILLER COORS
MIRALLES ASSOCIATES
MNR CONSTRUCTION
MNS ENGINEERS
MOFFATT & NICHOL
MONROVIA UNIFIED SCHOOL DISTRICT
MONTELEONE & MCCRORY
MORENO VALLEY UNIFIED SCHOOL DISTRICT
MOUND COTTON WOLLAN & GREENGRASS
MOUNTAIN RECREATION & CONSERVATION AUTHORITY
MOUNTAINS RECREATION & CONSERVATION AUTHORITY
MR. BOB LOTHENBACH
MR. C HOTELS
MURCHISON & CUMMING

Daniel Chu Current and Previous Client List

MUSICK PEELER & GARRETT
NABIH YOUSSEF & ASSOCIATES
NBCE
NEI ELECTRIC POWER ENGINEERING OF COLORADO
NEWGROUND
NEWMAYER & DILLION
NEWPORT MESA UNIFIED SCHOOL DISTRICT
NEWPORT-MESA UNIFIED SCHOOL DISTRICT
NICOLOFF & ASSOCIATES
NORTHLAND INSURANCE
NORWALK-LA MIRADA UNIFIED SCHOOL DISTRICT
NV5
ONWARD ENGINEERING
ORANGE COUNTY COMMUNITY RESOURCES/OC PARKS
ORANGE COUNTY DEPARTMENT OF EDUCATION
ORANGE COUNTY FIRE AUTHORITY
ORANGE COUNTY PUBLIC WORKS
ORANGE COUNTY SANITATION DISTRICT
ORANGE COUNTY TRANSPORTATION AUTHORITY
ORANGE COUNTY WATER DISTRICT
ORANGE UNIFIED SCHOOL DISTRICT
ORTWIN FREYERMUTH
OVERHEAD & INDIRECT CHARGES
OWEN GROUP
PACEWATER
PACIFIC ADVANCED CIVIL ENGINEERING
PACIFIC CHARTER SCHOOL
PACIFIC NATIONAL GROUP
PACIFIC PIPELINE SYSTEM
PACIFICA PROPERTY MANAGEMENT
PACRIM ENGINEERING
PALMILLA SAN JOSE INMOBILIARI S.A. DE C.V.
PALUMBO LAWYERS
PAR ELECTRICAL CONTRACTORS
PARSONS
PARSONS LAW OFFICES
PARSONS TRANSPORTATION GROUP
PARTNER ENGINEERING AND SCIENCE
PASO ROBLES TANK
PB AMERICAS
PCM
PENSCAPE
PEPPERDINE UNIVERSITY
PERERA CONSTRUCTION
PGAL
PHIL MARTIN & ASSOCIATES
PIONEER CLAIMS SERVICE

Daniel Chu Current and Previous Client List

PJHM ARCHITECTS
PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT
PLAZA DE HACIENDA
PORT OF LONG BEACH
PORT OF LOS ANGELES
POSEIDON RESOURCES
PROFESSIONAL COMMUNITY MANAGEMENT
PROJECT NAVIGATOR
PSOMAS
QBE NORTH AMERICA
RACHLIN PARTNERS
RAFI
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
RCE CONSULTANTS
REDCAR PROPERTIES
REGENT ASSOCIATION SERVICES
RENEWABLE ENERGY SYSTEMS AMERICAS
RESMARK COMPANIES
REYES CONSTRUCTION
RICHARD BRADY & ASSOCIATES
RICHARDS BRANDT MILLER NELSON
RICONDO & ASSOCIATES
RIVERS & CHRISTIAN
RIVERSIDE COUNTY ECONOMIC DEVELOPMENT AGENCY
RIVERSIDE COUNTY TRANSPORTATION COMMISSION
RJM DESIGN GROUP
RNL DESIGN/STANTEC
ROBERTSON & ASSOCIATES
ROBINS KAPLAN MILLER & CIRESI
ROPERS MAJESKI KOHN & BENTLEY
ROSSETTI ASSOCIATES
ROWLAND UNIFIED SCHOOL DISTRICT
ROY W. HERBOLD, JR. ARCHITECT
RRM DESIGN GROUP
RUHNAU RUHNAU CLARKE
RUTH GROUP
S&S ASSOCIATES
SABAITIS LAW GROUP
SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
SAFARIAN FIRM
SAFDIE RABINES ARCHITECTS
SAFECO INSURANCE
SAN MANUEL BAND OF MISSION INDIANS
SANTA ANA UNIFIED SCHOOL DISTRICT
SANTA MONICA - MALIBU UNIFIED SCHOOL DISTRICT
SANTA MONICA BAYKEEPER
SARGENT & LUNDY

Daniel Chu Current and Previous Client List

SAVANNA SCHOOL DISTRICT
SC ENGINEERS
SCHAFFER LAX MCNAUGHTON & CHEN
SCHMIDT DESIGN GROUP
SCHOOLHAUS ADVISORS
SCOLINOS SHELDON & NEVELL
SCOTTSDALE INSURANCE
SCS ENGINEERS
SEDGWICK
SELMAN & BREITMAN
SELVIN WRAITH HALMAN
SHAMES CONSTRUCTION
SHAPELL INDUSTRIES
SHOOP & LEANSE
SIERRA PACIFIC WEST
SKYLINE WESLEYAN CHURCH
SNELL & WILMER
SOKOL FAMILY TRUST
SOLTMAN LEVITT & FLAHERTY
SOUTH COAST WATER DISTRICT
SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
SOUTH ORANGE COUNTY WASTEWATER AUTHORITY
SOUTHERN CALIFORNIA EDISON
SOUTHERN CALIFORNIA GAS COMPANY
SPACE X
SPEC SERVICES
SPRINGEL & FINK
SS MECHANICAL
STANTEC
STATE FARM
STEVEN PUGLISI ARCHITECTS
STEVEN W. SEDACH LAW OFFICES
STEWART ENTERPRISE
STRAUSS WIND
STRICKROTH & PARKER
STV
SUKUT CONSTRUCTION
SUNPOWER CORPORATION
SWA GROUP
SWINERTON
T.Y. LIN INTERNATIONAL
TAIT & ASSOCIATES
TANK INDUSTRY CONSULTANTS
TARBUT V'TORAH COMMUNITY DAY SCHOOL
TATSUMI & PARTNERS
TAYLOR WOODROW HOMES
TELACU CONSTRUCTION MANAGEMENT

Daniel Chu Current and Previous Client List

TEMPLE CITY UNIFIED SCHOOL DISTRICT
TESLA
TETRA TECH
TH REAL ESTATE
THE GROUP
THOR URBANA CAPITAL
TIERRA POL, S. DE. R. L. DE C.V.
TIMOTHY J. HOGAN LAW OFFICES
TODD GROUNDWATER
TOTUM
TRABUCO HILLS HIGH SCHOOL
TRANSYSTEMS
TRAVELERS INSURANCE
TRC ENGINEERS
TRC ENVIRONMENTAL SOLUTIONS
TRC RETAIL
TRC SOLUTIONS
TRI-CORE ENGINEERING
TUSTIN UNIFIED SCHOOL DISTRICT
TYNAN GROUP
ULICH & TERRY
UNITED PARCEL SERVICE
UNIVERSITY OF CALIFORNIA IRVINE
UNIVERSITY OF CALIFORNIA RIVERSIDE
USDA FOREST SERVICE
VAL VERDE UNIFIED SCHOOL DISTRICT
VALENTINE ENVIRONMENTAL ENGINEERS
VANIR CONSTRUCTION MANAGEMENT
VCA ENGINEERS
VERICLAIM
VILLA SPEZIA HOMEOWNERS ASSOCIATION
VILLAGEWAY MANAGEMENT
VILLAS DEL MAR AT PALMILLA
VISTA SERENA
VISTA SERENA S. DE R.L. DE C.V.
VISTA UNIFIED SCHOOL DISTRICT, BUSINESS SERVICES
WALNUT PARK MUTUAL WATER COMPANY
WALSWORTH FRANKLIN BEVINS & MCCALL
WALTER P MOORE
WARE MALCOMB ARCHITECTS
WATERSHED CONSERVATION AUTHORITY
WATRY DESIGN
WATT TIEDER HOFFAR & FITZGERALD
WEBCOR BUILDERS
WEI KOO & ASSOCIATES
WEST COVINA RETAIL DEVELOPMENT PARTNERSHIP
WESTIN LOS ANGELES AIRPORT

Daniel Chu Current and Previous Client List

WESTON SOLUTIONS
WESTWOOD PROFESSIONAL SERVICES
WEXCO INTERNATIONAL
WHITE AND BRIGHT
WICKLAND PIPELINES
WILLIAM S. HART UNION HIGH SCHOOL DISTRICT, FACILITIES DEPARTMENT
WILLIAM STEPHENSON
WILLIAMS HOMES
WILSON & COMPANY
WILSON CONSTRUCTION
WILSON ELSEER MOSKOWITZ EDELMAN & DICKER
WISVEST
WITHERS & SANDGREN LANDSCAPE ARCHITECTS/PLANNING
WOOD SMITH HENNING & BERMAN
WOODARD & CURRAN
WSP
WSP USA
WU & CHEUNG
YATES LAW FIRM
YORK RISK SERVICES
YOUNG & ASSOCIATES
ZIMMERMAN & KAHANOWITCH
ZURICH NORTH AMERICA

Michael Putt Current and Previous Client List

A.C. MARTIN PARTNERS
ABC UNIFIED SCHOOL DISTRICT
ACE PRIVATE RISK SERVICES
ADAMS STREETER
AECOM
AEROSPACE CORPORATION
AES ALAMITOS ENERGY
AHMC HEALTHCARE
AKM CONSULTING ENGINEERS
ALBERT A. WEBB ASSOCIATES
ALLEN MATKINS LECK GAMBLE MALLORY & NATSIS
AMERCO REAL ESTATE COMPANY/U-HAUL INT'L
AMONIX
AMSTAR GROUP
ANDERSON HINSCH
ANDREWS & RHODES
ANSER ADVISORY
ARCADIS
ARDURRA
ARRINGTON WATKINS ARCHITECTS
ATKINS GLOBAL
ATKINS NORTH AMERICA
ATWELL GROUP
AUSTIN COMPANY
BARBARA L. HALL
BELECTRIC
BELFOR
BERG & ASSOCIATES
BERGER KAHN
BERNARDS
BETA ENGINEERING
BLACK & VEATCH
BREMER WHYTE BROWN & O'MEARA
BROWN AND CALDWELL
BUREAU VERITAS
BUTIER ENGINEERING
CALIFORNIA AMERICAN WATER
CALIFORNIA DEPARTMENT OF PARKS & RECREATION
CAROLLO ENGINEERS
CDM SMITH
CHUBB
CHUBB NORTH AMERICA
CITADEL PROPERTY GROUP
CITY OF ANAHEIM PUBLIC WORKS AGENCY
CITY OF CORONA
CITY OF CULVER CITY

Michael Putt Current and Previous Client List

CITY OF DIAMOND BAR
CITY OF FREMONT
CITY OF FULLERTON
CITY OF HUNTINGTON PARK
CITY OF IRVINE
CITY OF IRVINE, PUBLIC WORKS
CITY OF LA CANADA FLINTRIDGE
CITY OF LONG BEACH
CITY OF MISSION VIEJO
CITY OF PALO ALTO
CITY OF RANCHO CUCAMONGA
CITY OF RANCHO PALOS VERDES
CITY OF RANCHO SANTA MARGARITA
CITY OF RIVERSIDE
CITY OF SAN CARLOS
CITY OF SAN CLEMENTE
CITY OF SANTA MONICA
CITY OF TORRANCE
CITY OF WEST HOLLYWOOD
CITY OF YORBA LINDA
COLLINS COLLINS MUIR + STEWART
CONESTOGA-ROVERS & ASSOCIATES
CONTINUUM PARTNERS
COUNTY OF LOS ANGELES
COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS
COUNTY OF LOS ANGELES PUBLIC WORKS
COUNTY OF LOS ANGELES, DEPARTMENT OF PUBLIC WORKS
COUNTY OF ORANGE
COUNTY OF ORANGE PUBLIC WORKS
COUNTY OF ORANGE, PUBLIC WORKS
COUNTY OF RIVERSIDE TRANSPORTATION
COUNTY OF SAN BERNARDINO
CRAIG A. HOLTZ LAW OFFICES
CRAIG REALTY GROUP
CUMMINS & WHITE
CUSHMAN & WAKEFIELD
DALEY & HEFT
DCA ENGINEERING GROUP
DE LA PENA & HOLIDAY
DEL MAR DEVELOPMENT
DLR GROUP
DUDEK & ASSOCIATES
EL SOL ACADEMY
ENVIRONMENTAL SCIENCE ASSOCIATES
EPIC LAND SOLUTIONS
FARMERS INSURANCE
FARMERS INSURANCE C/O COMMERCIAL PROPERTY COE

Michael Putt Current and Previous Client List

FIRST SOLAR
FIRSTCARBON SOLUTIONS - MICHAEL BRANDMAN ASSOCIATES
FOOTHILL TRANSIT
FOUNDATION WINDPOWER
FOWLIE
GALLAGHER BASSETT SERVICES
GANNETT-FLEMING
GIRARDI & KEESE
GLENDALE UNIFIED SCHOOL DISTRICT
GOTAMA BUILDING ENGINEERS
GRANT HAHN
GREENFIELD LAW FIRM
GRUEN ASSOCIATES
HANWHA Q CELLS USA
HARBOR DAY SCHOOL
HART KING
HARTFORD FINANCIAL GROUP
HAZEN AND SAWYER
HDR
HELIX ENVIRONMENTAL PLANNING
HENSEL PHELPS CONSTRUCTION
HILL INTERNATIONAL
HMC ARCHITECTS
HNTB
HR GREEN
HUITT-ZOLLARS
IAS CLAIM SERVICES
IBI GROUP
INFRASTRUCTURE ENGINEERING CORPORATION
INLAND EMPIRE UTILITIES AGENCY
INTERACTIVE RESOURCES
INTERWEST CONSULTING GROUP
IRVINE RANCH WATER DISTRICT
IRVINE UNIFIED SCHOOL DISTRICT
J. C. CHANG & ASSOCIATES
J.T. KRUER & COMPANY
JACOB PADILLA
JACOBS
JEREMY TISS
JOHN S. RICKERBY COMPANY
JOHN WAYNE AIRPORT
JONES LANG LASALLE
JUDICIAL COUNCIL OF CALIFORNIA
KAL ARCHITECTS
KCE Structural Engineers
KIER & WRIGHT
KIEWIT INFRASTRUCTURE WEST

Michael Putt Current and Previous Client List

KILROY REALTY
KIMLEY-HORN & ASSOCIATES
KINKLE RODIGER & SPRIGGS
KOA CORPORATION
KOELLER NEBEKER CARLSON & HALUCK
KOPON AIRDO
KPFF CONSULTING ENGINEERS
KPRS CONSTRUCTION SERVICES
KRING & CHUNG
KULUVA ARMIJO & GARCIA
LAKE ARROWHEAD COMMUNITY SERVICES DISTRICT
LEE & RO
LEO A. DALY
LOCKWOOD ANDREWS & NEWMAN
LONG BEACH COMMUNITY COLLEGE DISTRICT
LONG BEACH UNIFIED SCHOOL DISTRICT
LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY
LOS ANGELES UNIFIED SCHOOL DISTRICT
LSA ASSOCIATES
MADSEN KNEPPERS & ASSOCIATES
MAGELLAN EL MONTE
MAGELLAN VALUE PARTNERS
MALIBU PACIFIC TENNIS COURTS
MANLY, STEWART & FINALDI
MARK THOMAS & COMPANY
MARRS SERVICES
McCARTHY BUILDING COMPANIES
MCMAHON LYNCH LAW FIRM
MESA ASSOCIATES
MICHAEL BAKER INTERNATIONAL
MIRALLES ASSOCIATES
MOFFATT & NICHOL
MORENO VALLEY UNIFIED SCHOOL DISTRICT
MORONGO UNIFIED SCHOOL DISTRICT
MOUNTAINS RECREATION & CONSERVATION AUTHORITY
MURTAUGH MEYER NELSON & TREGLIA
NINYO & MOORE
NRG WEST
NV5
ORANGE COUNTY COMMUNITY RESOURCES
ORANGE COUNTY COMMUNITY RESOURCES/OC PARKS
ORANGE COUNTY PARKS
ORANGE COUNTY SANITATION DISTRICT
ORANGE COUNTY SHERIFF-CORONER
ORANGE COUNTY TRANSPORTATION AUTHORITY
ORANGE COUNTY WATER DISTRICT
ORTWIN FREYERMUTH

Michael Putt Current and Previous Client List

OTIS HOA MANAGEMENT
OWEN GROUP
P.K. SCHRIEFFER
PACEWATER
PACIFIC ADVANCED CIVIL ENGINEERING
PACRIM ENGINEERING
PALUMBO LAWYERS
PAR ELECTRICAL CONTRACTORS
PAUL ZIFF
PEPPERDINE UNIVERSITY
PHIL MARTIN & ASSOCIATES
POWER GRADE
PSOMAS
PURE
QBE NORTH AMERICA
RAILPROS
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
RENEWABLE ENERGY SYSTEMS AMERICAS
RRM DESIGN GROUP
SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
SANTA ANA UNIFIED SCHOOL DISTRICT
SAVANNA SCHOOL DISTRICT
SC ENGINEERS
SCHEEVEL ENGINEERING
SELVIN WRAITH HALMAN
SHENZHEN NEW WORLD INVESTMENTS
SIEMENS ENERGY
SILVER CREEK INDUSTRIES
SMALL HENSTRIDGE CABODI & PYLES
SNELL & WILMER
SOHAGI LAW GROUP
SOUTH COAST WATER DISTRICT
SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
SOUTH ORANGE COUNTY WASTEWATER AUTHORITY
SOUTHERN CALIFORNIA EDISON
SPEC SERVICES
SS MECHANICAL
STANTEC
STATE FARM
SUKUT CONSTRUCTION
SVA ARCHITECTS
SWA GROUP
TAIT & ASSOCIATES
TANK INDUSTRY CONSULTANTS
TELACU CONSTRUCTION MANAGEMENT
TEMPLE CITY UNIFIED SCHOOL DISTRICT
TETRA TECH

Michael Putt Current and Previous Client List

TH REAL ESTATE
TIMOTHY J. HOGAN LAW OFFICES
TODD GROUNDWATER
TRACEY LAZARUS LAW OFFICES
TRANSPORTATION CORRIDOR AGENCIES
TRANSYSTEMS
TRC ENGINEERS
TRC ENVIRONMENTAL SOLUTIONS
TTR SUBSTATIONS
TURELK
TURNER CONSTRUCTION
TUSTIN UNIFIED SCHOOL DISTRICT
TYNAN GROUP
UNIVERSITY OF CALIFORNIA IRVINE
VALENTINE ENVIRONMENTAL ENGINEERS
VEATCH CARLSON
VERICLAIM
WATERSHED CONSERVATION AUTHORITY
WATRY DESIGN
WEBCOR BUILDERS
WESTWOOD PROFESSIONAL SERVICES
WILSON CONSTRUCTION
WITHERS & SANDGREN LANDSCAPE ARCHITECTS/PLANNING
WOOD RODGERS
WOOD SMITH HENNING & BERMAN
WOODARD & CURRAN
WOODRUFF SPRADLIN & SMART
YORK RISK SERVICES
ZION LUTHERAN CHURCH

Lawrence Lovett Current and Previous Client List

ADVANCED STRUCTURAL ENGINEERING/KPFF
AECOM
AIG PRIVATE CLIENT GROUP
ANAHEIM FIRE DEPARTMENT
ANIL VERMA ASSOCIATES
BALESTRERI POTOCKI & HOLMES
BRADY VORWERCK RYDER & CASPINO
BUCKNAM & ASSOCIATES
BUREAU VERITAS
CALIFORNIA PAVING FABRICS
CALLAHAN MCCUNE & WILLIS
CHUBB
CITY OF ANAHEIM
CITY OF ANAHEIM PUBLIC WORKS AGENCY
CITY OF BERKELEY
CITY OF CATHEDRAL CITY
CITY OF CORONADO
CITY OF FONTANA
CITY OF LAS VEGAS - CONSTRUCTION MANAGEMENT
CITY OF RANCHO CUCAMONGA
CITY OF SANTA MONICA
COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS
COUNTY OF LOS ANGELES, DEPARTMENT OF PUBLIC WORKS
CRAIG A. HOLTZ LAW OFFICES
ERIC G. ANDERSON LAW OFFICES
HARRIS ANDERSON GENERAL CONTRACTORS
HOOVER TREATED WOOD PRODUCTS
HUNTINGTON BEACH UNION HIGH SCHOOL DISTRICT
IRVINE RANCH WATER DISTRICT
JACKSON DEMARCO TIDUS & PECKENPAUGH
JACOBS
JOHN WAYNE AIRPORT
KIEWIT INFRASTRUCTURE WEST
KOELLER NEBEKER CARLSON & HALUCK
KOLL COMPANY
LEE LAW GROUP
LINCOLN GUSTAFSON & CERCOS
LOMBARD CONSULTING SERVICES
LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY
MADSEN KNEPPERS & ASSOCIATES
MALCOLM DRILLING
MARRS SERVICES
MC & ASSOCIATES
MIDDLETON YOUNG & MINNEY
NEWTON KELLAM LAW OFFICES
NIAGARA BOTTLING
NORWALK-LA MIRADA UNIFIED SCHOOL DISTRICT

Lawrence Lovett Current and Previous Client List

ORANGE COUNTY SANITATION DISTRICT
OTIS CANLI & IRIKI
OVERHEAD & INDIRECT CHARGES
PARSONS
PARSONS TRANSPORTATION GROUP
PAVEMENT RECYCLING SYSTEMS/PAVEMENT COATING SYSTEMS
PERRIS ELEMENTARY SCHOOL DISTRICT
PLANE POCKET
PORT OF LONG BEACH
PROJECT MANAGEMENT COLLABORATIVE
RIVERSIDE COUNTY TRANSPORTATION COMMISSION
S&S ASSOCIATES
SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
SELMAN & BREITMAN
SNELL & WILMER
SOUTHERN CALIFORNIA EDISON
SVERDRUP/KAISER ENGINEERS
TETRA TECH
TRAYLOR PACIFIC
TRC ENGINEERS
TRC SOLUTIONS
VAL VERDE UNIFIED SCHOOL DISTRICT
WILSON CONSTRUCTION
WOOD SMITH HENNING & BERMAN
ZIMMERMAN & KAHANOWITCH

Rajindra Handapangoda Current and Previous Client List

ABC UNIFIED SCHOOL DISTRICT
ADVANCED EARTH SCIENCES
AECOM
AEROSPACE CORPORATION
AES ALAMITOS ENERGY
AKM CONSULTING ENGINEERS
ALBERT A. WEBB ASSOCIATES
ALFRED BENESCH & COMPANY
AMERICAN LANDSCAPE
ANAHEIM ELEMENTARY SCHOOL DISTRICT
ANDEAVOR LOGISTICS
ANDERSON PENNA
ARB
ARCADIA UNIFIED SCHOOL DISTRICT
ARCADIS
ASPLUNDH CONSTRUCTION COMPANY
ATKINS NORTH AMERICA
BERG & ASSOCIATES
BERGELECTRIC
BIGGS CARDOSA ASSOCIATES
BIRMINGHAM COMMUNITY CHARTER HIGH SCHOOL
BLACK & VEATCH
BONITA UNIFIED SCHOOL DISTRICT
BREA OLINDA UNIFIED SCHOOL DISTRICT
BRIDGE MASTERS
BROWN AND CALDWELL
BURBANK UNIFIED SCHOOL DISTRICT - FACILITIES SERVICES
BURNS & MCDONNELL
BUTIER ENGINEERING
C. P. CONSTRUCTION
CALIFORNIA AMERICAN WATER
CALIFORNIA ENGINEERING DESIGN GROUP
CANNON
CAPISTRANO UNIFIED SCHOOL DISTRICT
CAROLLO ENGINEERS
CDM SMITH
CENTINELA VALLEY UNION HIGH SCHOOL DISTRICT
CENTRE BUILDERS
CHARTER OAK UNIFIED SCHOOL DISTRICT
CHRISTOPHER WILLIAMS
CHUBB
CINTAS
CITY OF ANAHEIM
CITY OF ANAHEIM PUBLIC WORKS AGENCY
CITY OF BELL
CITY OF BREA

Rajindra Handapangoda Current and Previous Client List

CITY OF BUENA PARK
CITY OF CERRITOS
CITY OF CORONA
CITY OF CULVER CITY
CITY OF DANA POINT
CITY OF DIAMOND BAR
CITY OF DOWNEY
CITY OF FONTANA
CITY OF FOUNTAIN VALLEY
CITY OF FULLERTON
CITY OF HAWTHORNE
CITY OF HUNTINGTON PARK
CITY OF IRVINE, PUBLIC WORKS
CITY OF LA CANADA FLINTRIDGE
CITY OF LA HABRA
CITY OF LA MIRADA
CITY OF LAGUNA BEACH
CITY OF LANCASTER
CITY OF LOMITA
CITY OF LONG BEACH
CITY OF LOS ANGELES BUREAU OF ENGINEERING
CITY OF MORENO VALLEY PUBLIC WORKS
CITY OF MORENO VALLEY, PUBLIC WORKS
CITY OF NEWPORT BEACH
CITY OF NORWALK
CITY OF ONTARIO
CITY OF POMONA PUBLIC WORKS
CITY OF RANCHO CUCAMONGA
CITY OF RANCHO PALOS VERDES
CITY OF SANTA ANA
CITY OF SANTA MONICA
CITY OF SOUTH PASADENA
CITY OF TORRANCE
CITY OF WEST COVINA
CITY OF YORBA LINDA
CIVILTEC ENGINEERING
COAST COMMUNITY COLLEGE DISTRICT
CONTINUUM PARTNERS
CORDOBA CORPORATION
COUNTY OF LOS ANGELES
COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS
COUNTY OF LOS ANGELES, DEPARTMENT OF PUBLIC WORKS
COUNTY OF ORANGE
COUNTY OF ORANGE, PUBLIC WORKS
COUNTY OF SAN BERNARDINO
CRABLE & ASSOCIATES
CRAIG REALTY GROUP

Rajindra Handapangoda Current and Previous Client List

CRC LONG BEACH
CRC LOS ANGELES
CUSHMAN & WAKEFIELD
DIY HOME CENTER/PATIOWORLD/NEIMAN REED LUMBER COMPANY
DRP ENGINEERING
DYNASEL
EAST ORANGE COUNTY WATER DISTRICT
EAST VALLEY WATER DISTRICT
EAST WHITTIER CITY SCHOOL DISTRICT
EL CAMINO COLLEGE COMPTON CENTER
EL MONTE UNION HIGH SCHOOL DISTRICT
FARMERS AND MERCHANTS TRUST COMPANY OF LONG BEACH
FLUENCE ENERGY
FOOTHILL TRANSIT
FOUNTAINHEAD CONSULTING CORPORATION
FULLERTON JOINT UNION HIGH SCHOOL DISTRICT EDUCATION CENTER
FULLERTON SCHOOL DISTRICT
GE ENERGY CONNECTIONS
GERRITY GROUP
GHIRARDELLI ASSOCIATES
GRAVENSTEIN UNION SCHOOL DISTRICT
GRIFFIN STRUCTURES
HANSON AGGREGATES
HANWHA Q CELLS USA
HAWAIIAN GARDENS CASINO
HDR
HENKELS & MCCOY
HILL INTERNATIONAL
HR GREEN
HUNTINGTON BEACH CITY SCHOOL DISTRICT
HUSHMAND ASSOCIATES
IBI GROUP
IEC CORPORATION
INFRASTRUCTURE ENGINEERING CORPORATION
INGLEWOOD UNIFIED SCHOOL DISTRICT
INLAND EMPIRE HEALTH PLAN
INTERWEST CONSULTING GROUP
IRONWORKERS APPRENTICESHIP TRUST
IRVINE COMPANY
IRVINE RANCH WATER DISTRICT
JACOBS
JAKE ENTERPRISES
JOHN HANCOCK REAL ESTATE
JOHN WAYNE AIRPORT
JOHNSON-PELTIER ELECTRIC
Joshua Grading & Excavating
KEITH KC LEE

Rajindra Handapangoda Current and Previous Client List

KIERNAN-WEST
KILROY REALTY
KINDNESS GENERAL CONTRACTORS
KITCHELL
KITCHELL CEM
KRC ENTERPRISES
KRING & CHUNG
KTLA PROPERTIES LIMITED PARTNERSHIP
KV STRUCTURES
LAKE ARROWHEAD COMMUNITY SERVICES DISTRICT
LEE & RO
LINCOLN AVENUE WATER COMPANY
LONG BEACH COMMUNITY COLLEGE DISTRICT
LONG BEACH UNIFIED SCHOOL DISTRICT
LONG BEACH WATER DEPARTMENT
LOS ALAMITOS UNIFIED SCHOOL DISTRICT
LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY
LOS ANGELES COUNTY OFFICE OF EDUCATION
LOS ANGELES DEPARTMENT OF WATER & POWER
LOS ANGELES NEIGHBORHOOD LAND TRUST
LOS ANGELES UNIFIED SCHOOL DISTRICT
LYNWOOD UNIFIED SCHOOL DISTRICT
MAGELLAN EL MONTE
MARRS SERVICES
MCMORGAN & COMPANY
MELKO BUILDERS
MESA ASSOCIATES
MICHAEL BAKER INTERNATIONAL
MNS ENGINEERS
MORENO VALLEY UNIFIED SCHOOL DISTRICT
MORRIS
MOUNTAINS RECREATION & CONSERVATION AUTHORITY
MTM CONSTRUCTION
NEWGROUND
NORTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
NORWALK-LA MIRADA UNIFIED SCHOOL DISTRICT
NV5
ONTARIO POLICE DEPARTMENT
ORANGE COUNTY COMMUNITY RESOURCES
ORANGE COUNTY COMMUNITY RESOURCES/OC PARKS
ORANGE COUNTY PUBLIC WORKS
ORANGE COUNTY SANITATION DISTRICT
ORANGE COUNTY SHERIFF-CORONER
ORANGE COUNTY TRANSPORTATION AUTHORITY
ORANGE COUNTY WATER DISTRICT
ORANGE UNIFIED SCHOOL DISTRICT
PACIFIC CHARTER SCHOOL

Rajindra Handapangoda Current and Previous Client List

PACIFIC PROVIDENCE CONSTRUCTION
PACRIM ENGINEERING
PAR ELECTRICAL CONTRACTORS
PARTNER ENGINEERING AND SCIENCE
PASADENA UNIFIED SCHOOL DISTRICT
PCL CONSTRUCTION
PEPPERDINE UNIVERSITY
PGAL
PLACENTIA-YORBA LINDA UNIFIED SCHOOL DISTRICT
PLYCO CORP
POND CONSTRUCTORS
PORT OF LONG BEACH
PORT OF LONG BEACH CONSTRUCTION MANAGEMENT
POWER GRADE
PRESTIGE HOMES
PROTERRA
PSOMAS
RANCHO CUCAMONGA MUNICIPAL UTILITY
RANCHO MISSION VIEJO
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT
RIVERSIDE TRANSIT AGENCY
ROBERT KOURY PROPERTIES
RRM DESIGN GROUP
RTI CONSULTING
RUTH GROUP
SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
SALVATION ARMY
SANTA ANA UNIFIED SCHOOL DISTRICT
SANTA ANA WATERSHED PROJECT AUTHORITY
SANTA CATALINA ISLAND COMPANY
SANTA MONICA - MALIBU UNIFIED SCHOOL DISTRICT
SARGENT & LUNDY
SCHULER CONSTRUCTORS
SIMI VALLEY UNIFIED SCHOOL DISTRICT
SIMPLUS MANAGEMENT
SOUTH COAST WATER DISTRICT
SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
SOUTH ORANGE COUNTY WASTEWATER AUTHORITY
SOUTHERN CALIFORNIA EDISON
SOUTHSTAR ENGINEERING & CONSULTING
SR ELECTRIC
STANTEC
SUN BEAM
TAFT ELECTRIC
TANK INDUSTRY CONSULTANTS
TELACU CONSTRUCTION
TELACU CONSTRUCTION MANAGEMENT

Rajindra Handapangoda Current and Previous Client List

TEMPLE CITY UNIFIED SCHOOL DISTRICT
TESLA
TH REAL ESTATE
TRANSTECH
TRANSYSTEMS
TRC ENGINEERS
TRC ENVIRONMENTAL SOLUTIONS
TRC SOLUTIONS
TRUST FOR PUBLIC LAND
TURNER IMPACT CAPITAL
TUSTIN UNIFIED SCHOOL DISTRICT
TYNAN GROUP
U-HAUL BUSINESS CONSULTANTS
UNDERGROUND CONSTRUCTION COMPANY
UNITED PARCEL SERVICE
UNIVERSITY OF CALIFORNIA IRVINE
UNIVERSITY OF CALIFORNIA, IRVINE MEDICAL CENTER, PLANNING ADMINISTRATION
VALENTINE ENVIRONMENTAL ENGINEERS
VALI COOPER & ASSOCIATES, A TRC COMPANY
VCA ENGINEERS
VELOX CONSTRUCTION
WATER OF LIFE CHURCH
WATER SYSTEMS CONSULTING
WEBCOR BUILDERS
WESTIN LOS ANGELES AIRPORT
WICKLAND PIPELINES
WILLIAM S. HART UNION HIGH SCHOOL DISTRICT, FACILITIES DEPARTMENT
WILSON CONSTRUCTION
WILSON CONSTRUCTION COMPANY
WISEBURN UNIFIED SCHOOL DISTRICT
WORLEYPARSONS

Phil Nekoranec Current and Previous Client List

ABC UNIFIED SCHOOL DISTRICT
ADAMS STREETER
AECOM
AEROSPACE CORPORATION
AGGREGATE INDUSTRIES
AGI GENERAL CONTRACTING
AKM CONSULTING ENGINEERS
ALBERT A. WEBB ASSOCIATES
ALL AMERICAN INSPECTIONS
ALLEN MATKINS LECK GAMBLE MALLORY & NATSIS
AMERICAN EAGLE READY-MIX
American Solar Corporation
ANAHEIM ELEMENTARY SCHOOL DISTRICT
ANIL VERMA ASSOCIATES
AP CONSTRUCTION
APTIM
ARB
ARCADIA UNIFIED SCHOOL DISTRICT
ARCADIS
ASPLUNDH CONSTRUCTION COMPANY
ATKINS NORTH AMERICA
ATWELL GROUP
AVRAM NINYO
AVRP SKYPORT STUDIOS
AZTECH MATERIALS TESTING
BALESTRERI POTOCKI & HOLMES
BARCLAY'S REALTY & MANAGEMENT
BECHTEL CORPORATION
BERG & ASSOCIATES
BERGELECTRIC
BIGGS CARDOSA ASSOCIATES
BIRMINGHAM COMMUNITY CHARTER HIGH SCHOOL
BISTLINE & COHOON
BLACK & VEATCH
BODELL CONSTRUCTION
BOGH ENGINEERING
BOMBARDIER
BONITA UNIFIED SCHOOL DISTRICT
BREMER WHYTE BROWN & O'MEARA
BROWN AND CALDWELL
BUBBA GUMP SHRIMP COMPANY
BUCKNAM & ASSOCIATES
BURBANK UNIFIED SCHOOL DISTRICT - FACILITIES SERVICES
BUREAU VERITAS
BURNS & MCDONNELL
BUTIER ENGINEERING
CAJON VALLEY UNION SCHOOL DISTRICT

Phil Nekoranec Current and Previous Client List

CALIFORNIA AMERICAN WATER
CALPORTLAND
CALTRANS DISTRICT 7
CALTRANS DISTRICT 8
CALTROP CORPORATION
CANNON
CAPISTRANO UNIFIED SCHOOL DISTRICT
CAPITAL INSURANCE GROUP
CAROLLO ENGINEERS
CASA DE LAS CAMPANAS
CASTRO & ASSOCIATES
CDM SMITH
CEMEX
CENTINELA VALLEY UNION HIGH SCHOOL DISTRICT
CENTRE BUILDERS
CENTURION CONSULTANTS
CG&B ENTERPRISES
CHAFFEY JOINT UNION HIGH SCHOOL DISTRICT
CHARTER OAK UNIFIED SCHOOL DISTRICT
CHO DESIGN ASSOCIATES
CHULA VISTA ELEMENTARY SCHOOL DISTRICT
CINTAS
CITY OF ALAMEDA
CITY OF ALBANY
CITY OF ANAHEIM
CITY OF ANAHEIM PUBLIC WORKS AGENCY
CITY OF ARCADIA
CITY OF BREA
CITY OF BUENA PARK
CITY OF CERRITOS
CITY OF CHINO
CITY OF COLTON
CITY OF CORONA
CITY OF CULVER CITY
CITY OF DANA POINT
CITY OF DIAMOND BAR
CITY OF DOWNEY
CITY OF FONTANA
CITY OF FONTANA, ENGINEERING DEPARTMENT
CITY OF FOUNTAIN VALLEY
CITY OF GLENDORA
CITY OF HAWTHORNE
CITY OF HENDERSON
CITY OF IRVINE
CITY OF IRVINE, PUBLIC WORKS
CITY OF LA CANADA FLINTRIDGE
CITY OF LA HABRA

Phil Nekoranec Current and Previous Client List

CITY OF LAGUNA BEACH
CITY OF LAGUNA NIGUEL
CITY OF LAKE FOREST
CITY OF LAS VEGAS
CITY OF LAS VEGAS - CONSTRUCTION MANAGEMENT
CITY OF LAS VEGAS - FACILITIES MANAGEMENT
CITY OF LAWDALE, PUBLIC WORKS
CITY OF LOMA LINDA
CITY OF LOS ANGELES BUREAU OF ENGINEERING
CITY OF LOS ANGELES ENGINEERING DIVISION
CITY OF LOS ANGELES PUBLIC WORKS
CITY OF MORENO VALLEY PUBLIC WORKS
CITY OF MORENO VALLEY, CAPITAL PROJECTS DIVISION
CITY OF MORENO VALLEY, PUBLIC WORKS
CITY OF MURRIETA
CITY OF NEWPORT BEACH
CITY OF NORWALK
CITY OF ONTARIO
CITY OF ONTARIO, UTILITIES, ENGINEERING & OPERATIONS
CITY OF PASADENA
CITY OF PASADENA PUBLIC WORKS
CITY OF PASADENA WATER AND POWER DEPARTMENT
CITY OF POMONA PUBLIC WORKS
CITY OF POWAY
CITY OF RANCHO CUCAMONGA
CITY OF RANCHO PALOS VERDES
CITY OF RIALTO
CITY OF RIVERSIDE
CITY OF SAN BERNARDINO
CITY OF SANTA CLARITA
CITY OF SOUTH PASADENA
CITY OF TORRANCE
CITY OF WEST COVINA
CITY OF YORBA LINDA
CLAIMS RESOURCE MANAGEMENT
CLARK COUNTY PUBLIC WORKS
CLARK COUNTY REAL PROPERTY MANAGEMENT
CLARK COUNTY SCHOOL DISTRICT
CLARK COUNTY WATER RECLAMATION DISTRICT
COBRA THERMOSOLAR PLANTS
COLLEGE OF SOUTHERN NEVADA
COLLIERS INTERNATIONAL
COMPLETE COMPLIANCE RESOURCES
CONCRETE-MATERIALS CONSULTANTS
CONVERSE CONSULTANTS
COOKSEY TOOLLEN GAGE DUFFY & WOOG
CORDOBA CORPORATION

Phil Nekoranec Current and Previous Client List

COUNTY OF LOS ANGELES
COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS
COUNTY OF LOS ANGELES PUBLIC WORKS
COUNTY OF LOS ANGELES, DEPARTMENT OF PUBLIC WORKS
COUNTY OF LOS ANGELES, DEPARTMENT OF PUBLIC WORKS
COUNTY OF LOS ANGELES, PUBLIC WORKS DEPARTMENT
COUNTY OF ORANGE
COUNTY OF RIVERSIDE TRANSPORTATION
COUNTY OF SAN BERNARDINO
COX COMMUNICATIONS
CRABLE & ASSOCIATES
CRC LOS ANGELES
CTI CONSTRUCTION
CULVER STUDIOS OWNER
CUMMINGS & KEMP
DAVID EVANS & ASSOCIATES
DAVIS PLUMBING & MECHANICAL
DCXCAVATION
DERMODY PROPERTIES
DESERT SOILS GEOTECHNICAL
DGA CONSULTANTS
DIOCESE OF ORANGE
DMC DESIGN GROUP
DOLPHIN PARTNERS
DUDEK & ASSOCIATES
DURANGO 215
DYNASEL
E LA PLAZA
E&M ENTERPRISES
E.L. YEAGER CONSTRUCTION
EAST VALLEY WATER DISTRICT
ECLIPSE THEATER LV
EL MONTE UNION HIGH SCHOOL DISTRICT
ELSINORE VALLEY MUNICIPAL WATER DISTRICT
ENVENT CORPORATION
ERIC G. ANDERSON LAW OFFICES
EXCEL REALTY HOLDINGS
FARMERS INSURANCE
FIELDSLAW
FORT MCDOWELL YAVAPAI MATERIALS
FOUNTAINHEAD CONSULTING CORPORATION
FPL AND ASSOCIATES
FREMONT STREET EXPERIENCE
FULLERTON JOINT UNION HIGH SCHOOL DISTRICT EDUCATION CENTER
FULLERTON SCHOOL DISTRICT
GE ENERGY CONNECTIONS
GENTERRA CONSULTANTS

Phil Nekoranec Current and Previous Client List

GEOMATRIX
GES
GHD
GLENDALE UNIFIED SCHOOL DISTRICT
GRANITE CONSTRUCTION
GRIFFIN STRUCTURES
GRIFFITH COMPANY
GROSSMONT UNION HIGH SCHOOL DISTRICT
GRW & SON
HANSON AGGREGATES
HARDY & HARPER
HARRINGTON FOXX DUBROW & CANTER
HARRIS & ASSOCIATES
HDR
HEERY INTERNATIONAL
HELLMUTH OBATA & KASSABAUM
HENKELS & MCCOY
HERNANDEZ KROONE & ASSOCIATES
HILL INTERNATIONAL
HILLTOP GEOTECHNICAL
HNTB
HOME DEPOT
HORIZONS CONSTRUCTION COMPANY
HR GREEN
HUNTINGTON BEACH CITY SCHOOL DISTRICT
HUNTINGTON BEACH UNION HIGH SCHOOL DISTRICT
ICF INTERNATIONAL
INLAND EMPIRE HEALTH PLAN
INLAND EMPIRE UTILITIES AGENCY
INTERWEST CONSULTING GROUP
IRONWORKERS APPRENTICESHIP TRUST
IRVINE COMPANY
IRVINE RANCH WATER DISTRICT
IRVINE UNIFIED SCHOOL DISTRICT
JACK IN THE BOX
JACOBS
JACOBS CIVIL
JAMES P. MCDONOUGH LAW OFFICES
JAMES W. WOODWORTH
JITNEY COMPANY
JOHN AND PATRICIA MILLIGAN
JOHN WAYNE AIRPORT
JOHNSON-PELTIER ELECTRIC
JOINT POWERS AUTHORITY
JOSEPH WONG DESIGN ASSOCIATES
JUDICIAL COUNCIL OF CALIFORNIA
JURUPA COMMUNITY SERVICES DISTRICT

Phil Nekoranec Current and Previous Client List

KAL ARCHITECTS
KARL LASSEY C/O DANIELS BARATTA & FINE
KARRENA INTERNATIONAL CHIMNEY
KELEGIAN WHITE & REED
KIERNAN-WEST
KIEWIT INFRASTRUCTURE WEST
KILROY REALTY
KIMLEY-HORN & ASSOCIATES
KINDER MORGAN
KING COMMUNICATIONS
KITCHELL
KOA CORPORATION
KOELLER NEBEKER CARLSON & HALUCK
KRING & CHUNG
KV STRUCTURES
L & H ENGINEERING
LA CANADA UNIFIED SCHOOL DISTRICT
LAGUNA BEACH WATER DISTRICT
LAKE ARROWHEAD COMMUNITY SERVICES DISTRICT
LANDMARK TESTING AND ENGINEERING
LAS VEGAS CONVENTION & VISITORS AUTHORITY
LEEMING CONSTRUCTION SERVICES
LICHA CONSTRUCTION
LINCOLN AVENUE WATER COMPANY
LONG BEACH COMMUNITY COLLEGE DISTRICT
LONG BEACH UNIFIED SCHOOL DISTRICT
LOS ALAMITOS UNIFIED SCHOOL DISTRICT
LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY
LOS ANGELES ENGINEERING
LOS ANGELES NEIGHBORHOOD LAND TRUST
LOS ANGELES UNIFIED SCHOOL DISTRICT
LOS ANGELES UNIFIED SCHOOL DISTRICT-EHS
LUCENT TECHNOLOGIES
MACO CONSTRUCTION SERVICES
MANHEIM
MANNACORP
MARRS SERVICES
MARTIN MARIETTA MATERIALS
MATERIALS TESTING CORPORATION
MCDONALD PROPERTY GROUP
MCLARENS
MESA ASSOCIATES
METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA
MICHAEL BAKER INTERNATIONAL
MILLER LAW FIRM
MNR CONSTRUCTION
MNS ENGINEERS

Phil Nekoranec Current and Previous Client List

MONROVIA UNIFIED SCHOOL DISTRICT
MORENO VALLEY UNIFIED SCHOOL DISTRICT
MORTENSON
MOUNTAINS RECREATION & CONSERVATION AUTHORITY
MR. BOB LOTHENBACH
MURCHISON & CUMMING
MURTAUGH MEYER NELSON & TREGLIA
NATIONAL READY MIXED CONCRETE
NATIONAL TRENCH SAFETY ENGINEERING & MANUFACTURING
NEVADA DEPARTMENT OF TRANSPORTATION
NEWGROUND
NIGUEL SHORES COMMUNITY ASSOCIATION
NORWALK-LA MIRADA UNIFIED SCHOOL DISTRICT
NVENERGY
OAKLAND UNIFIED SCHOOL DISTRICT
ONTARIO POLICE DEPARTMENT
ONYX RENEWABLE PARTNERS
ORANGE COUNTY DEPARTMENT OF EDUCATION
ORANGE COUNTY FIRE AUTHORITY
ORANGE COUNTY SANITATION DISTRICT
ORANGE COUNTY TRANSPORTATION AUTHORITY
ORANGE COUNTY WATER DISTRICT
ORANGE UNIFIED SCHOOL DISTRICT
OVERHEAD & INDIRECT CHARGES
OWEN GROUP
PABCO GYPSUM
PACIFIC PROVIDENCE CONSTRUCTION
PACRIM ENGINEERING
PADRE DAM MUNICIPAL WATER DISTRICT
PALO ALTO UNIFIED SCHOOL DISTRICT
PAR ELECTRICAL CONTRACTORS
PARSONS
PARSONS TRANSPORTATION GROUP
PASADENA UNIFIED SCHOOL DISTRICT
PB AMERICAS
PGA GOLF COURSE PROPERTIES
PLANE POCKET
PORT OF LONG BEACH
PORT OF LONG BEACH CONSTRUCTION MANAGEMENT
POWER GRADE
PREFERRED POWER SOLUTIONS
PROJECT ENGINEERING CONSULTANTS
PROJECT NAVIGATOR
PROTERRA
PSOMAS
RANCHO CUCAMONGA MUNICIPAL UTILITY
RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Phil Nekoranec Current and Previous Client List

REDONDO BEACH UNIFIED SCHOOL DISTRICT
REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA
RICE CONSTRUCTION
RICHARD GAGLIANO
RINKER MATERIALS
RIPON COGENERATION
RIVERSIDE COUNTY ECONOMIC DEVELOPMENT AGENCY
RIVERSIDE COUNTY TRANSPORTATION COMMISSION
RIVERSIDE TRANSIT AGENCY
RMA LAND CONSTRUCTION
ROBERTSON & ASSOCIATES
ROMAN CATHOLIC BISHOP OF LAS VEGAS
ROMAN CATHOLIC DIOCESE OF LAS VEGAS
ROPERS MAJESKI KOHN & BENTLEY
ROWE INSPECTION SERVICES AND CONSULTING
RTI CONSULTING
RUTH GROUP
S&S ASSOCIATES
S2 ENGINEERING
SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT
SAFECO INSURANCE
SAN BERNARDINO ASSOCIATED GOVERNMENTS
SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
SAN DIEGO UNIFIED SCHOOL DISTRICT
SAN DIEGUITO UNION HIGH SCHOOL DISTRICT
SAN MANUEL BAND OF MISSION INDIANS
SANTA ANA UNIFIED SCHOOL DISTRICT
SANTA ANA WATERSHED PROJECT AUTHORITY
SANTA MARGARITA WATER DISTRICT
SANTA MONICA - MALIBU UNIFIED SCHOOL DISTRICT
SARGENT & LUNDY
SAVANNAH TECH
SIERRA READY MIX
SIMPLUS MANAGEMENT
SOFT JAMB
SOUTH BAY UNION SCHOOL DISTRICT
SOUTH COAST WATER DISTRICT
SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
SOUTHERN CALIFORNIA EDISON
SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY
SPEC SERVICES
SPECTRUM SERVICES GROUP
STANTEC
STANTRU REINFORCING STEEL
STATE FARM
STATE OF CALIFORNIA
STATE OF NEVADA PUBLIC WORKS DIVISION

Phil Nekoranec Current and Previous Client List

STEWART ENTERPRISE
STRONGHOLD CONTRACTORS
STRONGHOLD ENGINEERING
SUKUT CONSTRUCTION
SUN BEAM
SUNEDISON
SUNPOWER CORPORATION
SUNROC
SUPERLITE
SVERDRUP/KAISER ENGINEERS
SWINERTON
TAFT ELECTRIC
TAYLOR WOODROW HOMES
TEEHEE-STRAUB - A JOINT VENTURE
TEMECULA VALLEY UNIFIED SCHOOL DISTRICT
TEMPLE CITY UNIFIED SCHOOL DISTRICT
TETRA TECH
THE GROUP
THOMAS E. MILLER LAW OFFICES
THREE ARCH BAY
TIBERTI FENCE COMPANY
TIMET METALS
TIMOTHY J. HOGAN LAW OFFICES
TONY GARCZYNSKI DEVELOPMENT
TOTUM
TOWN OF APPLE VALLEY
TRADE WEST CONSTRUCTION
TRANSYSTEMS
TRC ENGINEERS
TRC ENVIRONMENTAL SOLUTIONS
TRC SOLUTIONS
TRI-STATE DRILLING
TRUST FOR PUBLIC LAND
TUSTIN UNIFIED SCHOOL DISTRICT
UNDERGROUND CONSTRUCTION COMPANY
UNITED CONSTRUCTION
UNITED EXCEL CORPORATION
UNITED PARCEL SERVICE
UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
UNIVERSITY OF CALIFORNIA IRVINE
UNIVERSITY OF NEVADA LAS VEGAS
UPLAND UNIFIED SCHOOL DISTRICT
VAL VERDE UNIFIED SCHOOL DISTRICT
VALI COOPER & ASSOCIATES, A TRC COMPANY
VIRGIN HYPERLOOP ONE
WALSWORTH FRANKLIN BEVINS & MCCALL
WASHINGTON GROUP INTERNATIONAL

Phil Nekoranec Current and Previous Client List

WASHINGTON INFRASTRUCTURE SERVICES
WATERFX
WAYNE PERRY CONSTRUCTION
WEBCOR BUILDERS
WESELOH CHEVROLET
WEST COAST AIR CONDITIONING
WESTPOINT ROCK PRODUCTS
WILLIAM S. HART UNION HIGH SCHOOL DISTRICT, FACILITIES DEPARTMENT
WILSON & COMPANY
WILSON CONSTRUCTION
WILSON CONSTRUCTION COMPANY
WILSON MIKAMI
WISEBURN UNIFIED SCHOOL DISTRICT
WOOD SMITH HENNING & BERMAN
WOODRUFF SPRADLIN & SMART
WOODWARD BROS.
WSP
WSP USA
Z & Z MANUFACTURING
ZIMMERMAN & KAHANOWITCH

Fee Proposal

City of Laguna Hills
Attention: Kenneth Rosenfield
Assistant City Manager/Public Services Director
24035 El Toro Road
Laguna Hills, CA 92653

Subject: Fee Proposal to Provide On-Call Soils Engineering, Geotechnical Engineering, and Support Services

Reference: Ninyo & Moore, 2016, Proposal to Provide On-Call Soils Engineering, Geotechnical Engineering, and Support Services, Proposal No. 04-02279, dated April 16.

Dear Mr. Rosenfield:

Ninyo & Moore is pleased to submit this cost proposal for On-Call Soils Engineering, Geotechnical Engineering, and Support Services to the City of Laguna Hills (City). In accordance with the City's Request for Proposal (RFP), we are submitting our cost proposal under separate cover. Our firm experience, staff qualifications, project scope and understanding are provided in the above-referenced proposal dated April 16, 2020.

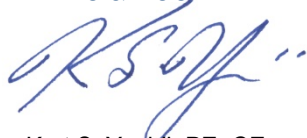
We have completed our cost proposal, as best we could, in accordance with Section V of the RFP. However, since this is an on-call contract, with undefined task order scope of work items at this time, many of items requested in Section V could not be determined. Ninyo & Moore is happy to discuss this further with the City, as well as negotiate our proposed rates.

As the contact person who is authorized to make representations for and bind Ninyo & Moore, I will be readily available and can be reached at telephone number (949) 753-7070; fax number (949) 753-7071, and/or at kyoshii@ninyoandmoore.com to answer any questions during your evaluation period. Our proposal is valid for a period of 180 days from the due date. We are able to extend this period if requested in writing by the City.

We look forward to the opportunity to discuss our capabilities with you personally. Ninyo & Moore appreciates the City's favorable consideration of our proposal.

Respectfully submitted,

NINYO & MOORE



Kurt S. Yoshii, PE, GE
Principal Engineer

KSY/emc

Attachments: Table 1 – Schedule of Compensation/Fees
Schedule of Fees
Schedule of Fees for Laboratory Testing

Distribution: 1 Original by US Mail
1 Electronic Mail

Table 1 – Schedule of Compensation/Fees

	1. Total # of proposed Billed Hours by Individual	2. Estimate and description of reimbursable expense by each individual	3. Hourly Rate for Each Individual	4. Maximum Estimated number of billed hours per individual	5. Projected final cost per task
1. Soils Engineering Services					
a) CA PE for Project Oversight	Unknown. Hours will be dependent on the size, complexity, and duration of the project	None Anticipated	Principal Engineer = \$195 Senior Engineer = \$190 Senior Project = \$185 Project Engineer = \$175	8 hours per day	Unknown. Projected cost will be dependent on the size, complexity, and duration of the task
b) Preliminary Site Investigation for pavement structural sections	Unknown. Total hours will be based on length and number of lanes (lane miles) to be evaluated as well as number of pavement cores required	None Anticipated	Principal Engineer = \$195 Senior Engineer = \$190 Senior Project = \$185 Project Engineer = \$175 Senior Staff = \$150 Staff Engineer = \$145 GIS Analyst = \$125 Technical Illustrator = \$103 Information Specialist = \$85 Data Processor = \$75	8 hours per day	Unknown. Total cost will be based on length and number of lanes (lane miles) to be evaluated as well as number of pavement cores required
c) AC or PCC Plant Inspection and Sampling	4 or 8 hour for Plant Inspector	None Anticipated	Plant Inspector = \$115	8 hours per day	\$920 / day (OT not included)
d) Perform work in accordance with Caltrans and/or ASTM Standards	No additional charge	None Anticipated	N/A	N/A	N/A
e) In-situ compaction testing	1 hours per test	Nuclear Guage Equipment Charge = \$12/hour Proctor Density Test = \$220/test Proctor with Rock Correction = \$340/test	Senior Field Technician = \$108 Field Technician = \$103	8 hours per day	\$120 /compaction test \$340 / Proctor Density Test
f) Written Field Reports and Coordination with City Inspector (Note: there is not a separate charge for these services. These services are included in the field technicians/inspectors field time charges)	No charge	None Anticipated	N/A	N/A	N/A
g) Provide Fully Equiped certified Materials Laboratory. (Note: this is for Ninyo & Moore's Laboatry located in Ninyo & Moore's Irvine Office. This does not apply to mobile laboratories set up at the construction site at the client's request)	No charge	None Anticipated	N/A	N/A	N/A
h) Transport field samples to testing lab and report results	1 hour Field Technician	None Anticipated	Field Technician = \$ 103	8 hours per day	\$824/day (OT not included)
i) Annually re-certify laboratory equipment and provide copeis of State Certifications for technicians	No charge	None Anticipated	N/A	N/A	N/A
j) Provide QA Plan per Caltrans and FHWA standards and annually update the City's internal QA Plan	2 hours Principal Engineer time and 1 hours word processing time to update City's existing internal QA Plan	None Anticipated	Principal Engineer = \$195 Data Processor = \$75	8 hours Principal Engineer time and 4 hours word processing time to update City's existing internal QA Plan	\$1,860

Table 1 – Schedule of Compensation/Fees Continued

	1. Total # of proposed Billed Hours by Individual	2. Estimate and description of reimbursable expense by each individual	3. Hourly Rate for Each Individual	4. Maximum Estimated number of billed hours per individual	5. Projected final cost per task
2. Geotechnical Engineering Services					
a) Have available a CEG for project reviews and field investigations	No charge	None Anticipated	N/A	N/A	N/A
b) Be available to respond to emergency situations	Unknown. We will charge on a time-and-materials basis to evaluate and provide emergency recommendations as requested by the City.	Unknown. This will be dependent on the project specific requirements and if any specialized equipment is required beyond our standard services	See our Schedule of Fees. Type of staff required and number of hours will be dependent up the size and complexity of the emergency situation	Unknown. This will depend on the size and complexity of the emergency situation	Unknown. This will depend on the size and complexity of the emergency situation
c) Provide Geotechnical Design for City Building or Structure and for geotechnical stability issues	Unknown. This will depend on the size and complexity of the structure or stability issue	Unknown. This will be dependent on the project specific requirements and if any specialized equipment is required beyond our standard services	See our Schedule of Fees. Type of staff required and number of hours will be dependent up the size and complexity of the project	Unknown. This will depend on the size and complexity of the structure or stability issue	Unknown. This will depend on the size and complexity of the structure or stability issue
d) Review Plan Check for private developments	6 hours Principal Engineer and 1 hour Word Processor for Initial Review of single lot residential development. 4 hours Principal Engineer and 1 hour Word Processor for subsequent reviews	None Anticipated	Principal Engineer = \$195 Data Processor = \$75	Unknown. Based on the number of rounds of reviews required to have issues addressed by developer	Initial review of single lot residential estimated at \$1,245 Subsequent reviews estimated at \$855. There may be multiple subsequent reviews.
e) Be available to present report results to City Council	Unknown. We will charge on a time-and-materials basis for actual presentations made to the City Council	No anticipated reimbursable charges for personnel to attend. If the city requests presentation boards be created, there will be a charge for developing/printing. Charge will be based on specific requests from the City.	Principal Engineer = \$195	Unknown. Based on the length of the City Council meeting	Unknown. Based on the specific requests from the City and the length of the City Council meeting.

Schedule of Fees

Hourly Charges for Personnel

Professional Staff

Principal Engineer/Geologist/Environmental Scientist/Certified Industrial Hygienist	\$ 195
Senior Engineer/Geologist/Environmental Scientist	\$ 190
Senior Project Engineer/Geologist/Environmental Scientist	\$ 185
Project Engineer/Geologist/Environmental Scientist	\$ 175
Senior Staff Engineer/Geologist/Environmental Scientist	\$ 150
Staff Engineer/Geologist/Environmental Scientist	\$ 145
GIS Analyst	\$ 125
Technical Illustrator/CAD Operator	\$ 103

Field Staff

Certified Asbestos/Lead Technician	\$ 185
Field Operations Manager	\$ 125
Nondestructive Examination Technician (UT, MT, LP)	\$ 119
Supervisory Technician	\$ 115
Special Inspector (Concrete, Masonry, Structural Steel, Welding, and Fireproofing)	\$ 109
Senior Technician	\$ 108
Technician	\$ 103

Administrative Staff

Information Specialist	\$ 85
Geotechnical/Environmental/Laboratory Assistant	\$ 80
Data Processor	\$ 75

Other Charges

Concrete Coring Equipment (includes technician)	\$ 190/hr
Anchor Load Test Equipment (includes technician)	\$ 190/hr
GPR Equipment	\$ 180/hr
Inclinometer	\$ 100/hr
Hand Auger Equipment	\$ 80/hr
Rebar Locator (Pachometer)	\$ 25/hr
Vapor Emission Kit	\$ 65/kit
Nuclear Density Gauge	\$ 12/hr
X-Ray Fluorescence	\$ 70/hr
PID/FID	\$ 25/hr
Air Sampling Pump	\$ 10/hr
Field Vehicle	\$ 15/hr
Expert Witness Testimony	\$ 450/hr
Direct Expenses	Cost plus 15 %
Special equipment charges will be provided upon request.	

Notes

For field and laboratory technicians and special inspectors, overtime rates at 1.5 times the regular rates will be charged for work performed in excess of 8 hours in one day Monday through Friday and all day on Saturday. Rates at twice the regular rates will be charged for all work in excess of 12 hours in one day, all day Sunday and on holidays.

Field technician and special inspection hours are charged at a 4-hour minimum, and 8-hour minimum for hours exceeding 4 hours.

Invoices are payable upon receipt. A service charge of 1.5 percent per month may be charged on accounts not paid within 30 days.

Our rates will be adjusted in conjunction with the increase in the Prevailing Wage Determination during the life of the project, as applicable.

The terms and conditions are included in Ninyo & Moore's Work Authorization and Agreement form.

Schedule of Fees for Laboratory Testing

SOILS

Atterberg Limits, D 4318, CT 204	\$ 170
California Bearing Ratio (CBR), D 1883	\$ 550
Chloride and Sulfate Content, CT 417 & CT 422	\$ 175
Consolidation, D 2435, CT 219	\$ 300
Consolidation, Hydro-Collapse only, D 2435	\$ 150
Consolidation – Time Rate, D 2435, CT 219	\$ 200
Direct Shear – Remolded, D 3080	\$ 350
Direct Shear – Undisturbed, D 3080	\$ 300
Durability Index, CT 229	\$ 175
Expansion Index, D 4829, IBC 18-3	\$ 190
Expansion Potential (Method A), D 4546	\$ 170
Geofabric Tensile and Elongation Test, D 4632	\$ 200
Hydraulic Conductivity, D 5084	\$ 350
Hydrometer Analysis, D 422, CT 203	\$ 220
Moisture, Ash, & Organic Matter of Peat/Organic Soils	\$ 120
Moisture Only, D 2216, CT 226	\$ 35
Moisture and Density, D 2937	\$ 45
Permeability, CH, D 2434, CT 220	\$ 300
pH and Resistivity, CT 643	\$ 175
Proctor Density D1557, D 698, CT 216, AASHTO T-180	\$ 220
Proctor Density with Rock Correction D 1557	\$ 340
R-value, D 2844, CT 301	\$ 375
Sand Equivalent, D 2419, CT 217	\$ 125
Sieve Analysis, D 422, CT 202	\$ 145
Sieve Analysis, 200 Wash, D 1140, CT 202	\$ 100
Specific Gravity, D 854	\$ 125
Thermal Resistivity (ASTM 5334, IEEE 442)	\$ 925
Triaxial Shear, C.D, D 4767, T 297	\$ 550
Triaxial Shear, C.U., w/pore pressure, D 4767, T 2297 per pt	\$ 450
Triaxial Shear, C.U., w/o pore pressure, D 4767, T 2297 per pt	\$ 350
Triaxial Shear, U.U., D 2850	\$ 250
Unconfined Compression, D 2166, T 208	\$ 180

MASONRY

Brick Absorption, 24-hour submersion, 5-hr boiling, 7-day, C 67	\$ 70
Brick Compression Test, C 67	\$ 55
Brick Efflorescence, C 67	\$ 55
Brick Modulus of Rupture, C 67	\$ 50
Brick Moisture as received, C 67	\$ 45
Brick Saturation Coefficient, C 67	\$ 60
Concrete Block Compression Test, 8x8x16, C 140	\$ 70
Concrete Block Conformance Package, C 90	\$ 500
Concrete Block Linear Shrinkage, C 426	\$ 200
Concrete Block Unit Weight and Absorption, C 140	\$ 70
Cores, Compression or Shear Bond, CA Code	\$ 70
Masonry Grout, 3x3x6 prism compression, C 39	\$ 45
Masonry Mortar, 2x4 cylinder compression, C 109	\$ 35
Masonry Prism, half size, compression, C 1019	\$ 120
Masonry Prism, Full size, compression, C 1019	\$ 200

REINFORCING AND STRUCTURAL STEEL

Chemical Analysis, A 36, A 615	\$ 135
Fireproofing Density Test, UBC 7-6	\$ 90
Hardness Test, Rockwell, A 370	\$ 80
High Strength Bolt, Nut & Washer Conformance, per assembly, A 325	\$ 150
Mechanically Spliced Reinforcing Tensile Test, ACI	\$ 175
Pre-Stress Strand (7 wire), A 416	\$ 170
Reinforcing Tensile or Bend up to No. 11, A 615 & A 706	\$ 75
Structural Steel Tensile Test: Up to 200,000 lbs., A 370	\$ 90
Welded Reinforcing Tensile Test: Up to No. 11 bars, ACI	\$ 80

CONCRETE

Compression Tests, 6x12 Cylinder, C 39	\$ 35
Concrete Mix Design Review, Job Spec	\$ 300
Concrete Mix Design, per Trial Batch, 6 cylinder, ACI	\$ 850
Concrete Cores, Compression (excludes sampling), C 42	\$ 120
Drying Shrinkage, C 157	\$ 400
Flexural Test, C 78	\$ 85
Flexural Test, C 293	\$ 85
Flexural Test, CT 523	\$ 95
Gunite/Shotcrete, Panels, 3 cut cores per panel and test, ACI	\$ 275
Lightweight Concrete Fill, Compression, C 495	\$ 80
Petrographic Analysis, C 856	\$ 2,000
Restrained Expansion of Shrinkage Compensation	\$ 450
Splitting Tensile Strength, C 496	\$ 100
3x6 Grout, (CLSM), C 39	\$ 55
2x2x2 Non-Shrink Grout, C 109	\$ 55

ASPHALT

Air Voids, T 269	\$ 85
Asphalt Mix Design, Caltrans (incl. Aggregate Quality)	\$ 4,500
Asphalt Mix Design Review, Job Spec	\$ 180
Dust Proportioning, CT LP-4	\$ 85
Extraction, % Asphalt, including Gradation, D 2172, CT 382	\$ 250
Extraction, % Asphalt without Gradation, D 2172, CT 382	\$ 150
Film Stripping, CT 302	\$ 120
Hveem Stability and Unit Weight D 1560, T 246, CT 366	\$ 225
Marshall Stability, Flow and Unit Weight, T 245	\$ 240
Maximum Theoretical Unit Weight, D 2041, CT 309	\$ 150
Moisture Content, CT 370	\$ 95
Moisture Susceptibility and Tensile Stress Ratio, T 238, CT 371	\$ 1,000
Slurry Wet Track Abrasion, D 3910	\$ 150
Superpave, Asphalt Mix Verification (incl. Aggregate Quality)	\$ 4,900
Superpave, Gyration Unit Wt., T 312	\$ 100
Superpave, Hamburg Wheel, 20,000 passes, T 324	\$ 1,000
Unit Weight sample or core, D 2726, CT 308	\$ 100
Voids in Mineral Aggregate, (VMA) CT LP-2	\$ 90
Voids filled with Asphalt, (VFA) CT LP-3	\$ 90
Wax Density, D 1188	\$ 140

AGGREGATES

Clay Lumps and Friable Particles, C 142	\$ 180
Cleaness Value, CT 227	\$ 180
Crushed Particles, CT 205	\$ 175
Durability, Coarse or Fine, CT 229	\$ 205
Fine Aggregate Angularity, ASTM C 1252, T 304, CT 234	\$ 180
Flat and Elongated Particle, D 4791	\$ 220
Lightweight Particles, C 123	\$ 180
Los Angeles Abrasion, C 131 or C 535	\$ 200
Material Finer than No. 200 Sieve by Washing, C 117	\$ 90
Organic Impurities, C 40	\$ 90
Potential Alkali Reactivity, Mortar Bar Method, Coarse, C 1260	\$ 1,250
Potential Alkali Reactivity, Mortar Bar Method, Fine, C 1260	\$ 950
Potential Reactivity of Aggregate (Chemical Method), C 289	\$ 475
Sand Equivalent, T 176, CT 217	\$ 125
Sieve Analysis, Coarse Aggregate, T 27, C 136	\$ 120
Sieve Analysis, Fine Aggregate (including wash), T 27, C 136	\$ 145
Sodium Sulfate Soundness, C 88	\$ 450
Specific Gravity and Absorption, Coarse, C 127, CT 206	\$ 115
Specific Gravity and Absorption, Fine, C 128, CT 207	\$ 175

ROOFING

Roofing Tile Absorption, (set of 5), C 67	\$ 250
Roofing Tile Strength Test, (set of 5), C 67	\$ 250

Special preparation of standard test specimens will be charged at the technician's hourly rate.
Ninyo & Moore is accredited to perform the AASHTO equivalent of many ASTM test procedures.



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: July 14, 2020

TO: Mayor and Council Members

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

ISSUE: Amendment No. 1 to Street Sweeping Maintenance Services Agreement for Citywide Street and Roadway Cleaning with Jonset Corporation, Inc., dba Sunset Property Service

RECOMMENDATION: That the City Council: 1) Waive formal competitive bidding requirements set forth in Laguna Hills Municipal Code ("LHMC") Section 3-08.090, pursuant to the exceptions set forth in LHMC Sections 3-08.110(D), (I) and (J), based on the information provided in the staff report; and 2) Ratify the proposed contract Amendment No. 1 to the Street Sweeping Maintenance Services Agreement for citywide street and roadway cleaning between the City of Laguna Hills and Jonset Corporation, Inc., dba Sunset Property Services, as executed by the City Manager.

SUMMARY:

The City provides street sweeping and cleaning services once per week on arterial highways and twice per month on residential streets through contracted services. These services are provided through that certain Agreement, Street Sweeping Maintenance Services Agreement for Citywide Street and Roadway Cleaning services (the "Agreement"), established on July 1, 2015, with Jonset Corporation, Inc., dba Sunset Property Services, (the "Contractor"). The Agreement was to expire on June 30, 2020. Due to the impact of the Covid-19 pandemic on staff resources, there has not been time to place these services out to bid and it became necessary to extend the current Agreement to maintain uninterrupted services. Accordingly, the City Manager, under authority granted during the Covid-19 declared emergency, has authorized a one-year term extension of the Agreement including a modest cost of living increase. The City

Amendment No. 1 Street Sweeping - Sunset Property Services

July 14, 2020

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Council is requested to approve and ratify the City Manager's approval of the attached Amendment No. 1 to the Agreement.

BACKGROUND:

As of July 1, 2015, the City and Contractor entered into the Agreement to perform regularly scheduled, on-call special, and emergency street sweeping, cleaning and maintenance services for the proper cleanliness and maintenance of the City's street and roadway system, as well as to perform other related cleaning and maintenance services on an as-needed basis. The Agreement had an initial expiration date of June 30, 2020. Section 2.4 (Changes in Scope of Work) and Section 10.2 (Amendments/Modifications) of the Agreement provide that the Agreement may be modified and amended in writing at any time by mutual consent of the Parties. Further, Section 3.3 (Term) of the Agreement provides 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 ("Renewal Option").

On March 18, 2020, the City proclaimed a local emergency in order for the City to promptly address, prepare for, and take actions necessary to protect the public health, safety, and welfare within the City in response to the anticipated spread of the novel COVID-19 virus. In light of the COVID-19 pandemic, the declared local emergency, the statewide emergency declaration, and the partial closure of City Hall, modified work schedules, and reduced service levels, there has been insufficient time for the City staff to rebid this contract. However, notwithstanding the forgoing, City staff has researched the results of other recent similar competitive procurements and costs for similar services in the surrounding regional area and has determined that going back out to formal competitive bidding at this time would, in fact, most likely result in significantly higher costs to the City for providing the same level of service. Therefore, the City's Procurement Officer has determined that preparing and issuing a formal competitive bid process for citywide street and roadway cleaning and maintenance services is not in the City's best interest at this time. Additionally, based on emergency circumstances related to the COVID-19 pandemic, the City has determined that there is a need to extend the term of the Agreement for one-year in order to ensure continuity of services. The continuation of the current level of services provided by the Agreement will ensure continued cost-effective, uninterrupted citywide street sweeping maintenance services. The services provided under this Agreement are necessary as the City does not have the personnel, specialized equipment, or expertise able to perform the work or services being provided by the Contractor.

Amendment No. 1 Street Sweeping - Sunset Property Services

July 14, 2020

Page 3

The City Manager has approved the issuance of Amendment No. 1 to the Agreement for the purpose of extending the term of the Agreement for one-year at the same hourly rates, charges, and unit pricing and pursuant to the same terms and conditions set forth in the Agreement, subject only to a 3.3% cost of living increase in order to defer operating cost increases. The proposed one-year term extension does not create the need to increase the total Maximum Annual Contract Amount set forth in Section 2.1 of the Agreement.

The City Council is requested to approve and ratify the City Manager's approval of Amendment No. 1, finding that it is not in the City's best interest to rebid the citywide street sweeping maintenance services contract at this time; therefore, the City Council hereby waives the formal competitive bidding requirements set forth in Laguna Hills Municipal Code ("LHMC") Section 3-08.090, pursuant to the exceptions set forth in LHMC Sections 3-08.110(D), (I) and (J), and approves the proposed one-year extension of the term of the Agreement to provide for continued, uninterrupted street sweeping maintenance services in order to allow City staff more time to prepare the necessary bid documents and to establish formal competitive bidding requirements and procedures for such procurement.

FISCAL IMPACT:

Amendment No. 1 acknowledges a 3.3% cost of living increase. This change in compensation is consistent with the intent of the Agreement and is included in the Public Services Fiscal Year 2020/2021 Operating Budget.

ATTACHMENTS:

- Proposed Amendment No. 1 to Agreement with Sunset Property Services

**AMENDMENT NO. 1
TO
STREET SWEEPING MAINTENANCE SERVICES AGREEMENT
FOR CITYWIDE STREET AND ROADWAY CLEANING
(*Jonset Corporation, Inc., dba Sunset Property Services*)**

THIS AMENDMENT NO. 1 to the Street Sweeping Maintenance Services Agreement for Citywide Street and Roadway Cleaning (the "Amendment No. 1") is made and entered into to be effective this 29th day of June 2020, 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 JONSET CORPORATION, INC., a California corporation, dba SUNSET PROPERTY SERVICES (hereinafter referred to as "Contractor"). City and Contractor are sometimes hereinafter individually referred to as "Party" and are hereinafter collectively referred to as "Parties".

RECITALS

A. City and Contractor previously entered into that certain Street Sweeping Maintenance Services Agreement for Citywide Street and Roadway Cleaning services (the "Agreement") to perform regularly scheduled, on-call special, and emergency street sweeping, cleaning and maintenance services for the proper cleanliness and maintenance of the City's street and roadway system, as well as to perform other related cleaning and maintenance services on an as-needed basis, which agreement was made and entered into on July 1, 2015, and which may be duly amended, in writing, from time to time by the Parties. Sections 2.4 (Changes in Scope of Work) and 10.2 (Amendments/Modifications) of the Agreement provide that the Agreement may be modified and amended in writing at any time by mutual consent of the Parties. City does not have the personnel, specialized equipment, or expertise able to perform the work or services contracted for under the Agreement.

B. Section 3.3 of the Agreement provides that unless earlier terminated as provided elsewhere in the Agreement, the Agreement shall commence upon the effective date of the Agreement and shall continue in full force and effect for a period of five (5) years, commencing on July 1, 2015 and ending on June 30, 2020 ("Initial Term"). Thereafter, 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 ("Renewal Option"). Therefore, unless amended by mutual written consent of the Parties, the Agreement is scheduled to expire on June 30, 2020, by operation of its own terms.

C. On March 4, 2020, the Governor declared a state of emergency in California in response to the outbreak of the novel COVID-19 virus, and by March 11, 2020, the World Health Organization designated the outbreak of the virus as a pandemic. Subsequently on March 18, 2020, the City proclaimed a local emergency in order for the City to promptly address, prepare for, and take actions necessary to protect the public health, safety, and welfare within the City in response to the anticipated spread of the novel COVID-19 virus. In light of the COVID-19 pandemic, the declared local emergency, the statewide emergency declaration, and the partial

closure of City Hall, modified work schedules, and reduced service levels, there has been insufficient time for the City staff to rebid this contract. However, notwithstanding the forgoing, City staff has researched the results of other recent similar competitive procurements and costs for similar services in the surrounding regional area and has determined that going back out to formal competitive bidding at this time would, in fact, most likely result in significantly higher costs to the City for providing the same level of service. Therefore, the City's Procurement Officer has determined that preparing and issuing a formal competitive bid process for citywide street and roadway cleaning and maintenance services is not in the City's best interest at this time.

D. Additionally, based on emergency circumstances related to the COVID-19 Pandemic, the City has determined that there is a need to extend the term of the Agreement for one-year in order to ensure continuity of services. The continuation of the current level of services provided by the Agreement will ensure continued cost-effective, uninterrupted citywide street sweeping maintenance services.

E. The Parties now desire to enter into this Amendment for the purpose of extending the term of the Agreement for one-year in order to provide for continued, uninterrupted citywide street sweeping maintenance services at the same hourly rates, charges, and unit pricing and pursuant to the same terms and conditions set forth in the Agreement, subject only to a 3.3% cost of living increase in order to defer operating cost increases. The proposed one-year term extension does not create the need to increase the total Maximum Annual Contract Amount set forth in Section 2.1 of the Agreement.

F. Due to the declared State of Emergency caused by the novel COVID-9 Pandemic, and based on the foregoing recitals, the Laguna Hills City Council hereby finds and determines that it is not in the City's best interest to rebid the citywide street sweeping maintenance services contract at this time; therefore, the City Council hereby waives the formal competitive bidding requirements set forth in Laguna Hills Municipal Code ("LHMC") Section 3-08.090, pursuant to the exceptions set forth in LHMC Sections 3-08.110(D), (I) and (J), and approves the proposed one-year extension of the term of the Agreement to provide for continued, uninterrupted street sweeping maintenance services in order to allow City staff more time to prepare the necessary bid documents and to establish formal competitive bidding requirements and procedures for such procurement.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein, the Parties agree as follows:

AGREEMENT

1. Amendment to Section 3.3, entitled "Term," and Section 2, entitled "Compensation", of the Agreement. Section 3.3 and Section 2 of the Agreement are hereby amended as follows, which shall remain in full force and effect throughout the duration of the Renewal Term authorized pursuant to this Amendment No. 1:

Due to the novel COVID-19 Pandemic, declared State of Emergency, and the local emergency response related thereto, the Parties understand and mutually agree that, notwithstanding any other provision in the Agreement to the contrary, pursuant to the Renewal Option, the term of the Agreement is hereby extended by one (1) year, from July 1, 2020 and ending on June 30, 2021 ("Renewal Term"), at the same hourly rates, charges, and unit pricing and under the same terms and conditions as set forth in the Agreement, subject only to a 3.3% cost of living increase in order to defer operating cost increases, pursuant to Contractor's correspondence to City, dated June 16, 2020, which is attached as Attachment "1" hereto and is incorporated herein and made part of the Agreement.

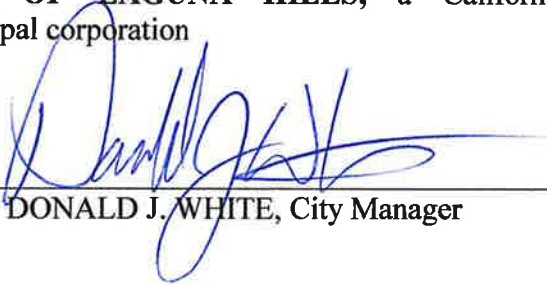
2. Full Force and Effect. This Amendment is supplemental to the Agreement and is by reference made part of said Agreement. All of the terms, conditions, and provisions, thereof, unless specifically modified herein, shall continue in full force and effect. In the event of any conflict or inconsistency between the provisions of this Amendment and any provisions of the Agreement, the provisions of this Amendment shall in all respects govern and control.
3. Recitals. The above-referenced Recitals are hereby incorporated into this Amendment as though fully set forth herein and made part of the Agreement and each Party acknowledges and agrees that such Party is bound, for purposes of this Agreement, by the same.
4. Corporate Authority. Each of the undersigned represents and warrants that (i) the Party for which he/she is executing this Amendment is duly authorized and existing, (ii) he/she is duly authorized to execute and deliver this Amendment on behalf of the Party for which he/she is signing, (iii) by so executing this Amendment, the Party for which he/she is signing is formally bound to the provisions of this Amendment, and (iv) the entering into this Amendment does not violate any provision of any other agreement to which the Party for which he/she is signing is bound.

[SIGNATURES ON NEXT PAGE]

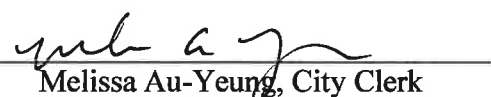
IN WITNESS WHEREOF, the Parties have executed and entered into this Amendment to the Agreement as of the date first written above.

"CITY"

CITY OF LAGUNA HILLS, a California municipal corporation

By: 
DONALD J. WHITE, City Manager

ATTEST:

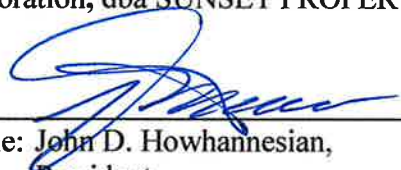
By: 
Melissa Au-Yeung, City Clerk

APPROVED AS TO FORM:

By: _____
Gregory E. Simonian, City Attorney

"CONTRACTOR"

JONSET CORPORATION, INC., a California corporation, dba SUNSET PROPERTY SERVICES

By: 
Name: John D. Howhannesian,
Its: President

By: 
Name: Andrea E. Howhannesian,
Its: Secretary/Director of Operations

ATTACHMENT "1"

JONSET CORPORATION, INC., DBA SUNSET PROPERTY SERVICE'S
LETTER PROPOSAL

FOR CONTINUED, UNINTERRUPTED CITYWIDE STREET
SWEEPING MAINTENANCE SERVICES

FOR ONE-YEAR RENEWAL TERM: FISCAL YEAR 2020-2021

DUE TO NOVEL COVID-19 PANDEMIC AND DECLARED STATE OF EMERGENCY

DATED: JUNE 16, 2020



Setting the Standard
Since 1967

June 16, 2020

Kenneth H. Rosenfield, P.E.
Assistant City Manager and Public Services Director
24035 El Toro Road
Laguna Hills, CA 92653

Re: Street Sweeping Extension

Dear Ken,

We request and agree to a one-year term extension under the same terms and conditions of the existing Agreement and request a 3.3% cost of living increase in order to defer operating cost increases.

We want to thank you and the City Manager for the consideration by extending the increase. We will continue to strive to earn your trust and sincerely appreciate the partnership we have with the City of Laguna Hills.

Sincerely,



John D. Howhannesian
President



Andrea E. Howhannesian
Director of Operation

JDH/AEH/cr

Orange County
16251 Construction
Circle West
Irvine, CA 92606-4412
(949) 551-5151
(949) 551-4371 FAX



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: July 14, 2020
TO: Mayor and Council Members
FROM: Melissa Au-Yeung
Deputy City Manager
ISSUE: Records Retention Management

RECOMMENDATION: That the City Council adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, authorizing and directing the City Clerk to dispose of certain City records in accordance with the City's Record Retention Schedule."

SUMMARY:

State law authorizes cities to destroy records when the records are no longer required, the records have been retained for the time periods required by law, the City Council adopts a resolution authorizing the destruction, and the City Attorney provides written consent to the destruction (Government Code § 34090). On October 28, 2014, the City Council adopted Resolution No. 2014-10-28-2, which amended and restated the City's Record Retention Schedule. Records designated for disposal, as set forth in Exhibit "A" to the proposed Resolution attached hereto, *exclude* any of the following types of records, per Government Code Section 34090: (a) Records affecting the title to real property or liens thereon; (b) Court records; (c) Records required to be kept by statute; (d) Records less than two years old; and (e) the minutes, ordinances, or resolutions of the legislative body or of a city board or commission.

City staff has identified records for disposal that have been retained for the time periods set forth in the City's Record Retention Schedule and are no longer required for City business. The Department Heads, City Manager, City Attorney, and City Clerk have verified that these records have been retained for the time periods set forth in the City's

Destruction of Records

July 14, 2020

Page 2

Record Retention Schedule and meet the requirements for disposal. Authority to dispose of these records is required as provided for by Government Code Section 34090.

ATTACHMENTS:

- Proposed Resolution
- Proposed Resolution Exhibit A

RESOLUTION NO. 2020-07-14-X

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, AUTHORIZING AND DIRECTING THE CITY CLERK TO DISPOSE OF CERTAIN CITY RECORDS IN ACCORDANCE WITH THE CITY'S RECORD RETENTION SCHEDULE.

WHEREAS, Section 34090 of the California Government Code provides for the disposal of certain City records and documents with the approval of the legislative body by Resolution and the written consent of the City Attorney; and

WHEREAS, the records and documents identified in Exhibit "A" attached hereto, have been retained for the time periods required by law and in accordance with the Records Retention Schedule adopted by City Council Resolution No. 2014-10-28-2; and

WHEREAS, the records designated for disposal, as set forth Exhibit "A" attached hereto, exclude any of the following types of records, pursuant to Government Code Section 34090: (a) Records affecting the title to real property or liens thereon; (b) Court records; (c) Records required to be kept by statute; (d) Records less than two years old; (e) The minutes, ordinances, or resolutions of the legislative body or of a city board or commission; and

WHEREAS, the Department Heads, City Manager, City Clerk and City Attorney have consented to the disposal of the records and documents identified in Exhibit "A".

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. The records identified in Exhibit "A" attached hereto are no longer required for City business, and have been retained for the time periods required by law and in accordance with the Records Retention Schedule adopted by Resolution No. 2014-10-28-2.

SECTION 2. The City Clerk is hereby authorized and directed to cause the disposal of those records listed and identified in Exhibit "A" which is attached hereto and is incorporated herein by reference.

PASSED, APPROVED, AND ADOPTED this 14th day of July 2020.

JANINE HEFT, 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 is a true and correct copy of Resolution
No. 2020-07-14-X adopted by the City Council of the City of Laguna Hills, California, at
a Regular Meeting thereof held on the 14th day of July 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

MELISSA AU-YEUNG, CITY CLERK

Attachment: Proposed Resolution (2177 : Destruction of Records)

Records Retention Management

I hereby certify that: the records set forth on the attached list are more than two years old, do not affect the title to real property or liens thereon, are not court records, are not, to my knowledge, required to be kept further by a statute, are not the minutes, ordinances or resolutions of the legislative body of the City or of any City Board or Commission, and are no longer required by the City. I request authority to dispose of same pursuant to Section 34090 of the Government Code of California.

Department Head Approval: I have reviewed the records pursuant to the attached list, and I consent to their disposal.

Janice Reyes Date
Finance Director

Department Head Approval: I have reviewed the records pursuant to the attached list, and I consent to their disposal.

Kenneth H. Rosenfield Date
Assistant City Manager/Director of Public Services

Department Head Approval: I have reviewed the records pursuant to the attached list, and I consent to their disposal.

David Chantarangsu Date
Community Development Director

Department Head Approval: I have reviewed the records pursuant to the attached list, and I consent to their disposal.

David Reynolds Date
Deputy City Manager

City Clerk Approval: I have reviewed the records pursuant to the attached list for historical value and for compliance with the established retention requirements, and I consent to their disposal.

Melissa Au-Yeung Date
Deputy City Manager/City Clerk

City Attorney Approval: I consent to the disposal of the records pursuant to the attached list:

Gregory E. Simonian, City Attorney Date

I hereby certify that the disposal of the records pursuant to the attached list was approved by the City Council of the City of Laguna Hills, California, by Resolution No. 2020-07-14- at a regular meeting of the City Council held in Laguna Hills, California, on July 14, 2020, and that by said Resolution, the department head or designee was authorized to dispose of the records.

City Clerk Date

I hereby certify that, pursuant to the foregoing authority, the records pursuant to the attached list were disposed on _____, 2020.

City Clerk Date

Attachment: Proposed Resolution Exhibit A (2177 : Destruction of Records)

Laguna Hills City Clerk

Exhibit "A"
Page 2 of 19

Destroy Date From 7/15/2020 To 7/15/2020
Orig. Dept ALL

Barcode	File No.	Destroy Date	Orig. Dept	First Line	Second Line	Third Line	Current Location
900013156	0110-40	7/15/2020	SERVICES COMMUNITY	DEPARTMENTAL REPORTS	OCTA	MONTHLY DIAL-A-TAXI REPORTS	DESTROY
900014810	0110-40	7/15/2020	SERVICES COMMUNITY	DEPARTMENTAL REPORTS	OCTA 2011/12	MONTHLY DIAL-A-TAXI REPORTS	DESTROY
900016122	0110-40	7/15/2020	SERVICES COMMUNITY	DEPARTMENTAL REPORTS	OCTA 2012/13	MONTHLY DIAL-A-TAXI REPORTS	DESTROY
900017843	0110-40	7/15/2020	SERVICES COMMUNITY	DEPARTMENTAL REPORTS	OCTA 2014/15	MONTHLY DIAL-A-TAXI REPORTS	DESTROY
900010824	0120-20	7/15/2020	SERVICES COMMUNITY	PARKS & RECREATION COMMISSION	AGENDAS	2010	DESTROY
900017845	0120-20	7/15/2020	SERVICES COMMUNITY	PARKS & RECREATION COMMISSION	AGENDAS	2014	DESTROY
900018442	0120-20	7/15/2020	SERVICES COMMUNITY	PARKS & RECREATION COMMISSION	AGENDAS	2015	DESTROY
900016718	0120-20	7/15/2020	SERVICES COMMUNITY	PARKS & RECREATION COMMISSION	SPEAKER SLIPS	2013-2015	DESTROY
030356	0180-10	7/15/2020	SERVICES COMMUNITY	ACCIDENT/INJURY REPORTS	RECREATION DEPARTMENT	2001 - 2005	DESTROY
900004399	0180-10	7/15/2020	SERVICES COMMUNITY	ACCIDENT/INJURY REPORTS	RECREATION DEPARTMENT	2006 - 2008	DESTROY
900009446	0180-10	7/15/2020	SERVICES COMMUNITY	ACCIDENT/INJURY REPORTS	RECREATION DEPARTMENT	2009	DESTROY
900010826	0180-10	7/15/2020	SERVICES COMMUNITY	ACCIDENT/INJURY REPORTS	RECREATION DEPARTMENT	2010	DESTROY
900013371	0180-10	7/15/2020	SERVICES COMMUNITY	ACCIDENT/INJURY REPORTS	RECREATION DEPARTMENT	2011	DESTROY
900015463	0180-15	7/15/2020	CITY CLERK	CLAIMS AGAINST CITY	ECONOMY CAR RENTAL	C1203	DESTROY
900016226	0180-15	7/15/2020	CITY CLERK	CLAIMS AGAINST CITY	FOLLAND, RAYMOND	C1212	DESTROY
900015567	0180-15	7/15/2020	CITY CLERK	CLAIMS AGAINST CITY	MCCORMICK, MICHAEL/JENNIFER	C1205	DESTROY

3.8.b

Attachment: Proposed Resolution Exhibit A (2177 : Destruction of Records)

Laguna Hills City Clerk

Exhibit "A"
Page 3 of 19

Destroy Date From 7/15/2020 To 7/15/2020
Orig. Dept ALL

Barcode	File No.	Destroy Date	Orig. Dept	First Line	Second Line	Third Line	Current Location
900017130	0180-15	7/15/2020	CITY CLERK	CLAIMS AGAINST CITY	MILFS, RONALD	C1303	DESTROY
900016293	0180-15	7/15/2020	CITY CLERK	CLAIMS AGAINST CITY	NELSON, CHARLES	C1214	DESTROY
900015505	0180-15	7/15/2020	CITY CLERK	CLAIMS AGAINST CITY	PLUNKETT, ANGELA	C1204	DESTROY
900015598	0180-15	7/15/2020	CITY CLERK	CLAIMS AGAINST CITY	STATE FARM INSURANCE (MCCORMICK)	C1206	DESTROY
900017170	0180-15	7/15/2020	CITY CLERK	CLAIMS AGAINST CITY	WINEBERG, DAVID	C1304	DESTROY
030355	0180-23	7/15/2020	COMMUNITY DEVELOPMENT	DAMAGE TO CITY PROPERTY, GENERAL	RECREATION DEPARTMENT	2001-2003	DESTROY
900008569	0300-15	7/15/2020	FINANCE	ACCOUNTS PAYABLE - VENDORS	ORANGE COUNTY FIRE AUTHORITY	FY2008-2009	DESTROY
900013447	0300-17	7/15/2020	FINANCE	BENEFITS-VENDORS	ALLIED ANESTHESIA MEDICAL GROUP	FY2010-2011	DESTROY
900010222	0300-17	7/15/2020	FINANCE	BENEFITS-VENDORS	CA-DEPARTMENT OF CHILD SUPPORT	FY2009-2010	DESTROY
900012719	0300-17	7/15/2020	FINANCE	BENEFITS-VENDORS	CA-DEPARTMENT OF CHILD SUPPORT	FY2010-2011	DESTROY
900010355	0300-17	7/15/2020	FINANCE	BENEFITS-VENDORS	CALIFORNIA EMERGENCY PHYSICIAN	FY2009-2010	DESTROY
900012720	0300-17	7/15/2020	FINANCE	BENEFITS-VENDORS	CALIFORNIA EMERGENCY PHYSICIAN	FY2010-2011	DESTROY
900011205	0300-17	7/15/2020	FINANCE	BENEFITS-VENDORS	CARE IQ, INC	FY2009-2010	DESTROY
900012721	0300-17	7/15/2020	FINANCE	BENEFITS-VENDORS	CARE IQ, INC	FY2010-2011	DESTROY
900009754	0300-17	7/15/2020	FINANCE	BENEFITS-VENDORS	COMMUNITY ORTHOPEDIC MEDICAL GROUP	FY2008-2009	DESTROY
900010814	0300-17	7/15/2020	FINANCE	BENEFITS-VENDORS	COMMUNITY ORTHOPEDIC MEDICAL GROUP	FY2009-2010	DESTROY
900012722	0300-17	7/15/2020	FINANCE	BENEFITS-VENDORS	COMMUNITY ORTHOPEDIC MEDICAL GROUP	FY2010-2011	DESTROY
900010357	0300-17	7/15/2020	FINANCE	BENEFITS-VENDORS	CORVEL CORPORATION	FY2009-2010	DESTROY
900012724	0300-17	7/15/2020	FINANCE	BENEFITS-VENDORS	CORVEL CORPORATION	FY2010-2011	DESTROY

3.8.b

Attachment: Proposed Resolution Exhibit A (2177 : Destruction of Records)

Laguna Hills City Clerk

Destroy Date From 7/15/2020 To 7/15/2020

Orig. Dept ALL

Barcode	File No.	Destroy Date	Orig. Dept	First Line	Second Line	Third Line	Current Location
900010356	0300-17	7/15/2020	FINANCE	BENEFITS-VENDORS	CSAC EXCESS INSURANCE AUTHORITY	FY2009-2010	DESTROY
900012725	0300-17	7/15/2020	FINANCE	BENEFITS-VENDORS	CSAC EXCESS INSURANCE AUTHORITY	FY2010-2011	DESTROY
900012726	0300-17	7/15/2020	FINANCE	BENEFITS-VENDORS	EMPLOYMENT DEVELOPMENT DEPARTMENT	FY2010-2011	DESTROY
900013448	0300-17	7/15/2020	FINANCE	BENEFITS-VENDORS	EXPRESS SCRIPTS INC	FY2010-2011	DESTROY
900012426	0300-17	7/15/2020	FINANCE	BENEFITS-VENDORS	FRANCHISE TAX BOARD	FY2009-2010	DESTROY
900010359	0300-17	7/15/2020	FINANCE	BENEFITS-VENDORS	GUARDIAN	FY2009-2010	DESTROY
900012728	0300-17	7/15/2020	FINANCE	BENEFITS-VENDORS	GUARDIAN	FY2010-2011	DESTROY
900013753	0300-17	7/15/2020	FINANCE	BENEFITS-VENDORS	JV INSURANCE CONSULTANTS	JEREMEY VIGAR FY2010-2011	DESTROY
900010360	0300-17	7/15/2020	FINANCE	BENEFITS-VENDORS	NORTHWESTERN MUTUAL LIFE	FY2009-2010	DESTROY
900012729	0300-17	7/15/2020	FINANCE	BENEFITS-VENDORS	NORTHWESTERN MUTUAL LIFE	FY2010-2011	DESTROY
900012093	0300-17	7/15/2020	FINANCE	BENEFITS-VENDORS	ORTHOPAEDIC SPECIALTY	FY2009-2010	DESTROY
900013450	0300-17	7/15/2020	FINANCE	BENEFITS-VENDORS	ORTHOPAEDIC SPECIALTY	FY2010-2011	DESTROY
900010361	0300-17	7/15/2020	FINANCE	BENEFITS-VENDORS	PACIFICARE HEALTH	FY2009-2010	DESTROY
900012730	0300-17	7/15/2020	FINANCE	BENEFITS-VENDORS	PACIFICARE HEALTH	FY2010-2011	DESTROY
900008882	0300-17	7/15/2020	FINANCE	BENEFITS-VENDORS	PARS	FY2008-2009	DESTROY
900010362	0300-17	7/15/2020	FINANCE	BENEFITS-VENDORS	PARS	FY2009-2010	DESTROY
900012731	0300-17	7/15/2020	FINANCE	BENEFITS-VENDORS	PARS	FY2010-2011	DESTROY
900013064	0300-17	7/15/2020	FINANCE	BENEFITS-VENDORS	REACH EMPLOYEE ASSISTANCE	FY2010-2011	DESTROY
900010363	0300-17	7/15/2020	FINANCE	BENEFITS-VENDORS	REASSURE AMERICA LIFE INSURANCE	FY2009-2010	DESTROY
900012734	0300-17	7/15/2020	FINANCE	BENEFITS-VENDORS	REASSURE AMERICA LIFE INSURANCE	FY2010-2011	DESTROY
900011117	0300-17	7/15/2020	FINANCE	BENEFITS-VENDORS	SADDLEBACK MEMORIAL	FY2009-2010	DESTROY

3.8.b

Laguna Hills City Clerk

Destroy Date From 7/15/2020 To 7/15/2020
Orig. Dept ALL

Barcode	File No.	Destroy Date	Orig. Dept	First Line	Second Line	Third Line	Current Location
900011116	0300-17	7/15/2020	FINANCE	BENEFITS-VENDORS	ST OF CAL, DEPT OF INDUST. RELATIONS	FY2009-2010	DESTROY
900013451	0300-17	7/15/2020	FINANCE	BENEFITS-VENDORS	ST. JOSEPH HOSPITAL-ORANGE	FY2010-2011	DESTROY
900010364	0300-17	7/15/2020	FINANCE	BENEFITS-VENDORS	STANDARD INSURANCE COMPANY	FY2009-2010	DESTROY
900012737	0300-17	7/15/2020	FINANCE	BENEFITS-VENDORS	STANDARD INSURANCE COMPANY	FY2010-2011	DESTROY
900013524	0300-17	7/15/2020	FINANCE	BENEFITS-VENDORS	UNITED HEALTHCARE COBRA RECEIPTS	FY2010-2011	DESTROY
900012896	0300-17	7/15/2020	FINANCE	BENEFITS-VENDORS	UNITED HEALTHCARE INSURANCE CO	FY2010-2011	DESTROY
900003430	0300-17	7/15/2020	FINANCE	BENEFITS-VENDORS	VISION SERVICE PLAN VSP	FY2005-2006	DESTROY
900013761	0300-20	7/15/2020	FINANCE	RECREATION INDEPENDENT CONTRACTORS	ALBERT, SOPHI	LAST CONTRACT DATE: 12/14/2014	DESTROY
900009518	0300-20	7/15/2020	FINANCE	RECREATION INDEPENDENT CONTRACTORS	ALEXANDER, AMY - STREAMLINE HEALTH SERVICES	LAST CONTRACT NOV 2010	DESTROY
900005999	0300-20	7/15/2020	FINANCE	RECREATION INDEPENDENT CONTRACTORS	ALICEA, MIA	LAST CONTRACT DEC 2014	DESTROY
900003822	0300-20	7/15/2020	FINANCE	RECREATION INDEPENDENT CONTRACTORS	ALISO VIEJO ICE PALACE	LAST CONTRACT MARCH 2008	DESTROY
900018208	0300-20	7/15/2020	FINANCE	RECREATION INDEPENDENT CONTRACTORS	ANGEL, KATHLEEN DBA YOUNG REMBRANDTS	LAST CONTRACT JAN 2014	DESTROY
900016229	0300-20	7/15/2020	FINANCE	RECREATION INDEPENDENT CONTRACTORS	ART TO GROW ON CHILDREN'S ART CENTER, INC	LAST CONTRACT JAN 2013	DESTROY

Laguna Hills City Clerk

Destroy Date From 7/15/2020 To 7/15/2020
Orig. Dept ALL

Barcode	File No.	Destroy Date	Orig. Dept	First Line	Second Line	Third Line	Current Location
900003943	0300-20	7/15/2020	FINANCE	RECREATION INDEPENDENT CONTRACTORS	ASSAD, SUSAN	CONTRACT PRIOR 2007	DESTROY
027506	0300-20	7/15/2020	ADMINISTRATION	RECREATION INDEPENDENT CONTRACTORS	BANK, JOANNE	CONTRACT PRIOR 2007	DESTROY
027507	0300-20	7/15/2020	ADMINISTRATION	RECREATION INDEPENDENT CONTRACTORS	BARGER, JAYME R	CONTRACT PRIOR 2007	DESTROY
900010472	0300-20	7/15/2020	FINANCE	RECREATION INDEPENDENT CONTRACTORS	BARON, PATRICIA	LAST CONTRACT NOV 2009	DESTROY
900013052	0300-20	7/15/2020	FINANCE	RECREATION INDEPENDENT CONTRACTORS	BELARDES, DAVID	LAST CONTRACT JULY 2010	DESTROY
900009878	0300-20	7/15/2020	FINANCE	RECREATION INDEPENDENT CONTRACTORS	BLACK, STEPHANIE D--YOUNG REMBRANDTS	LAST CONTRACT JAN 2013	DESTROY
900017564	0300-20	7/15/2020	FINANCE	RECREATION INDEPENDENT CONTRACTORS	BRADLEY, SABRINA	LAST CONTRACT APR 2013	DESTROY
035515	0300-20	7/15/2020	ADMINISTRATION	RECREATION INDEPENDENT CONTRACTORS	BRADY, NANCY	CONTRACT PRIOR 2007	DESTROY
035513	0300-20	7/15/2020	ADMINISTRATION	RECREATION INDEPENDENT CONTRACTORS	BRAME, MARILLYN	LAST CONTRACT DEC 2014	DESTROY
900015746	0300-20	7/15/2020	FINANCE	RECREATION INDEPENDENT CONTRACTORS	CARRINO, MARGARET M	LAST CONTRACT OCT 2013	DESTROY

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900013689	0300-20	7/15/2020	FINANCE	RECREATION INDEPENDENT CONTRACTORS	CERVANTES, EDWARD V / HEART OF GOLD FOUNDATION, INC	LAST CONTRACT JAN 2013	DESTROY
900010889	0300-20	7/15/2020	FINANCE	RECREATION INDEPENDENT CONTRACTORS	CHANDLER, LYNETTE	LAST CONTRACT NOV 2009	DESTROY
027519	0300-20	7/15/2020	ADMINISTRATION	RECREATION INDEPENDENT CONTRACTORS	COUNTY OF ORANGE C/O MASON PARK	CONTRACT PRIOR 2007	DESTROY
027517	0300-20	7/15/2020	ADMINISTRATION	RECREATION INDEPENDENT CONTRACTORS	COVILLE, TERRY	CONTRACT PRIOR 2007	DESTROY
900009570	0300-20	7/15/2020	FINANCE	RECREATION INDEPENDENT CONTRACTORS	CRISTIANO, JUDY	LAST CONTRACT JAN 2009	DESTROY
900003823	0300-20	7/15/2020	FINANCE	RECREATION INDEPENDENT CONTRACTORS	DAWN MARIE'S SCHOOL OF DANCE	LAST CONTRACT JAN 2009	DESTROY
900003824	0300-20	7/15/2020	FINANCE	RECREATION INDEPENDENT CONTRACTORS	DONALDSON, CINDY	CONTRACT PRIOR 2007	DESTROY
900010213	0300-20	7/15/2020	FINANCE	RECREATION INDEPENDENT CONTRACTORS	ESMOND, KIMBERLY----OC DANCE PRODUCTION		DESTROY
027516	0300-20	7/15/2020	ADMINISTRATION	RECREATION INDEPENDENT CONTRACTORS	GABBE, DAVID	CONTRACT PRIOR 2007	DESTROY
900003826	0300-20	7/15/2020	FINANCE	RECREATION INDEPENDENT CONTRACTORS	GARZA, RICK	LAST CONTRACT NOV 2010	DESTROY

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027508	0300-20	7/15/2020	ADMINISTRATION	RECREATION INDEPENDENT CONTRACTORS	GONZALEZ, PETER	CONTRACT PRIOR 2007	DESTROY
027509	0300-20	7/15/2020	ADMINISTRATION	RECREATION INDEPENDENT CONTRACTORS	GREENO, GARY	LAST CONTRACT NOV 2007	DESTROY
900010716	0300-20	7/15/2020	FINANCE	RECREATION INDEPENDENT CONTRACTORS	GREENSPAN, FRANCES	LAST CONTRACT DEC 2014	DESTROY
900009519	0300-20	7/15/2020	FINANCE	RECREATION INDEPENDENT CONTRACTORS	GREER, JILL	LAST CONTRACT JAN 2009	DESTROY
900013605	0300-20	7/15/2020	FINANCE	RECREATION INDEPENDENT CONTRACTORS	HANSEN, MARIA	LAST CONTRACT JAN 2012	DESTROY
027518	0300-20	7/15/2020	ADMINISTRATION	RECREATION INDEPENDENT CONTRACTORS	HEMSTREET, LISA	CONTRACT PRIOR 2007	DESTROY
027510	0300-20	7/15/2020	ADMINISTRATION	RECREATION INDEPENDENT CONTRACTORS	HEWITT, JOY	CONTRACT PRIOR 2007	DESTROY
900004626	0300-20	7/15/2020	FINANCE	RECREATION INDEPENDENT CONTRACTORS	HOFFMAN, STEVE	CONTRACT PRIOR 2007	DESTROY
027520	0300-20	7/15/2020	ADMINISTRATION	RECREATION INDEPENDENT CONTRACTORS	INTERNATIONAL CONNECTION, INC	CONTRACT PRIOR 2007	DESTROY
900006005	0300-20	7/15/2020	FINANCE	RECREATION INDEPENDENT CONTRACTORS	JERVIS, JOEL	LAST CONTRACT JAN 2009	DESTROY

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900010231	0300-20	7/15/2020	FINANCE	RECREATION INDEPENDENT CONTRACTORS	JORDAN, CHARLENE J MIRACLES IN MOTION	LAST CONTRACT NOV 2010	DESTROY
900013159	0300-20	7/15/2020	FINANCE	RECREATION INDEPENDENT CONTRACTORS	KARLSSON, ALICIA LANGO SOUTH COAST, LLC	LAST CONTRACT MAR 2012	DESTROY
900015561	0300-20	7/15/2020	FINANCE	RECREATION INDEPENDENT CONTRACTORS	LAGUNA HILLS HIGH SCHOOL	C/O SUSAN LORD-LAST CONTRACT OCT 2011	DESTROY
027512	0300-20	7/15/2020	ADMINISTRATION	RECREATION INDEPENDENT CONTRACTORS	LEE, STEVEN	CONTRACT 2007	DESTROY
900006111	0300-20	7/15/2020	FINANCE	RECREATION INDEPENDENT CONTRACTORS	LEIGBER, LISA & GARY	LAST CONTRACT NOV 2007	DESTROY
900004627	0300-20	7/15/2020	FINANCE	RECREATION INDEPENDENT CONTRACTORS	LINDAHL, DAVID	CONTRACT PRIOR 2007	DESTROY
027522	0300-20	7/15/2020	ADMINISTRATION	RECREATION INDEPENDENT CONTRACTORS	LINK 2 LIFE	CONTRACT PRIOR 2007	DESTROY
900017698	0300-20	7/15/2020	FINANCE	RECREATION INDEPENDENT CONTRACTORS	LONG, AURORA	LAST CONTRACT DEC 2014	DESTROY
900009153	0300-20	7/15/2020	FINANCE	RECREATION INDEPENDENT CONTRACTORS	LUCY, CHRISTINA	LAST CONTRACT FEB 2009	DESTROY
900011172	0300-20	7/15/2020	FINANCE	RECREATION INDEPENDENT CONTRACTORS	MATHEWS, NICOLE	LAST CONTRACT NOV 2009	DESTROY

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900007196	0300-20	7/15/2020	FINANCE	RECREATION INDEPENDENT CONTRACTORS	MAYFIELD, BOB	LAST CONTRACT JUNE 2012	DESTROY
900003520	0300-20	7/15/2020	ADMINISTRATION	RECREATION INDEPENDENT CONTRACTORS	MCDEVITT, NIKKI	CONTRACT PRIOR 2007	DESTROY
900015465	0300-20	7/15/2020	FINANCE	RECREATION INDEPENDENT CONTRACTORS	MCDONOUGH, ROBERT	LAST CONTRACT DEC 2011	DESTROY
027513	0300-20	7/15/2020	ADMINISTRATION	RECREATION INDEPENDENT CONTRACTORS	MERRITT, SHANNON	LAST CONTRACT DEC 2007	DESTROY
035514	0300-20	7/15/2020	ADMINISTRATION	RECREATION INDEPENDENT CONTRACTORS	MIGLIARINI, ALICIA	CONTRACT PRIOR 2007	DESTROY
900005065	0300-20	7/15/2020	FINANCE	RECREATION INDEPENDENT CONTRACTORS	MOON, DONNA	CONTRACT PRIOR 2007	DESTROY
900003828	0300-20	7/15/2020	FINANCE	RECREATION INDEPENDENT CONTRACTORS	MYERS, JAMES	CONTRACT PRIOR 2007	DESTROY
900008880	0300-20	7/15/2020	FINANCE	RECREATION INDEPENDENT CONTRACTORS	NAULLS, LISA	LAST CONTRACT JUNE 2008	DESTROY
900006003	0300-20	7/15/2020	FINANCE	RECREATION INDEPENDENT CONTRACTORS	NETTEKOVEN, COLLEEN	CONTRACT PRIOR 2007	DESTROY
900003829	0300-20	7/15/2020	FINANCE	RECREATION INDEPENDENT CONTRACTORS	NIMMO, DAVID S.	LAST CONTRACT NOV 2011	DESTROY

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900013033	0300-20	7/15/2020	FINANCE	RECREATION INDEPENDENT CONTRACTORS	O'NEIL, STEPHEN	LAST CONTRACT APR 2013	DESTROY
027523	0300-20	7/15/2020	ADMINISTRATION	RECREATION INDEPENDENT CONTRACTORS	PACIFIC SCHOOL OF BALLET	CONTRACT PRIOR 2007	DESTROY
900003831	0300-20	7/15/2020	FINANCE	RECREATION INDEPENDENT CONTRACTORS	RATH, APRIL	CONTRACT PRIOR 2007	DESTROY
900007072	0300-20	7/15/2020	FINANCE	RECREATION INDEPENDENT CONTRACTORS	RIGAS, SANDY	LAST CONTRACT JAN 2009	DESTROY
900006004	0300-20	7/15/2020	FINANCE	RECREATION INDEPENDENT CONTRACTORS	SADDLEBACK VALLEY MUSIC TOGETHER, INC.	LAST CONTRACT NOV 2009	DESTROY
900003832	0300-20	7/15/2020	FINANCE	RECREATION INDEPENDENT CONTRACTORS	SALISBURY, ELENA	LAST CONTRACT JAN 2013	DESTROY
900003519	0300-20	7/15/2020	ADMINISTRATION	RECREATION INDEPENDENT CONTRACTORS	SHAW, KAREN	CONTRACT PRIOR 2007	DESTROY
900003944	0300-20	7/15/2020	FINANCE	RECREATION INDEPENDENT CONTRACTORS	SHULTZ, JULIANNE	CONTRACT PRIOR 2007	DESTROY
900006006	0300-20	7/15/2020	FINANCE	RECREATION INDEPENDENT CONTRACTORS	STARRS, STEPHANIE	CONTRACT PRIOR 2007	DESTROY
900006001	0300-20	7/15/2020	FINANCE	RECREATION INDEPENDENT CONTRACTORS	TELFORD, NICK & CHRIS MURPHY	LAST CONTRACT APR 2009	DESTROY

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900003830	0300-20	7/15/2020	FINANCE	RECREATION INDEPENDENT CONTRACTORS	THOMPSON, BRENDA	CONTRACT PRIOR 2007	DESTROY
900007883	0300-20	7/15/2020	FINANCE	RECREATION INDEPENDENT CONTRACTORS	VAN AUKEN, ASHLEY	LAST CONTRACT NOV 2007	DESTROY
027515	0300-20	7/15/2020	ADMINISTRATION	RECREATION INDEPENDENT CONTRACTORS	VOLLMER, SUSAN	CONTRACT PRIOR 2007	DESTROY
900009521	0300-20	7/15/2020	FINANCE	RECREATION INDEPENDENT CONTRACTORS	WINEKE, SHELLEY - LANGO LAGUNA LLC	LAST CONTRACT NOVE 2009	DESTROY
900003945	0300-20	7/15/2020	FINANCE	RECREATION INDEPENDENT CONTRACTORS	YMCA OF ORANGE COUNTY, SADDLEBACK VALLEY	LAST CONTRACT FEB 2008	DESTROY
031535	0300-40	7/15/2020	ADMINISTRATION	FINANCIAL REPORTS	MONTHLY FINANCIALS & TREAS REP	FY2001-2002 1ST & 2ND QUARTERS	DESTROY
031536	0300-40	7/15/2020	ADMINISTRATION	FINANCIAL REPORTS	MONTHLY FINANCIALS & TREAS REP	FY2001-2002 3RD & 4TH QUARTERS	DESTROY
032282	0300-40	7/15/2020	CITY CLERK	FINANCIAL REPORTS	QUARTERLY REPORTS	FY 2002/2003	DESTROY
034751	0300-40	7/15/2020	CITY CLERK	FINANCIAL REPORTS	QUARTERLY REPORTS	FY 2003/2004	DESTROY
031425	0300-40	7/15/2020	ADMINISTRATION	FINANCIAL REPORTS	QUARTERLY REPORTS	FY2001-2002	DESTROY
900001651	0300-40	7/15/2020	CITY CLERK	FINANCIAL REPORTS	QUARTERLY REPORTS	FY2004/2005	DESTROY
900003938	0300-40	7/15/2020	CITY CLERK	FINANCIAL REPORTS	QUARTERLY REPORTS	FY2005/2006	DESTROY
900005804	0300-40	7/15/2020	CITY CLERK	FINANCIAL REPORTS	QUARTERLY REPORTS	FY2006/2007	DESTROY
900007523	0300-40	7/15/2020	CITY CLERK	FINANCIAL REPORTS	QUARTERLY REPORTS	FY2007/2008	DESTROY
900009293	0300-40	7/15/2020	CITY CLERK	FINANCIAL REPORTS	QUARTERLY REPORTS	FY2008/2009	DESTROY
900009814	0310-30	7/15/2020	ADMINISTRATION	AUDIT PREPARATION FILES	RFP- AUDIT SERVICES	2009- INTERVIEW PANEL INFORMATION	DESTROY

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Attachment: Proposed Resolution Exhibit A (2177 : Destruction of Records)

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900009806	0310-30	7/15/2020	ADMINISTRATION	AUDIT PREPARATION FILES	RFP- AUDIT SERVICES	2009- PROPOSALS SUBMIT/INTERVIEWED/NOT SELECTED	DESTROY
900009805	0310-30	7/15/2020	ADMINISTRATION	AUDIT PREPARATION FILES	RFP- AUDIT SERVICES-	2009- PROPOSALS SUBMITTED/NOT INTERVIEWED & NO RESPONSE	DESTROY
900014923	0320-30	7/15/2020	FINANCE	BANK STATEMENTS AND RECONCILIATIONS	CASH OPERATING ACCOUNT	FY 2009 -2010 1ST & 2ND QUARTERS	DESTROY
900014932	0320-30	7/15/2020	FINANCE	BANK STATEMENTS AND RECONCILIATIONS	CASH OPERATING ACCOUNT	FY 2009 -2010 3RD & 4TH QUARTERS	DESTROY
900014933	0320-30	7/15/2020	FINANCE	BANK STATEMENTS AND RECONCILIATIONS	CASH OPERATING ACCOUNT	FY 2010 -2011 1ST & 2ND QUARTERS	DESTROY
900014934	0320-30	7/15/2020	FINANCE	BANK STATEMENTS AND RECONCILIATIONS	CASH OPERATING ACCOUNT	FY 2010 -2011 3RD & 4TH QUARTERS	DESTROY
900014927	0320-30	7/15/2020	FINANCE	BANK STATEMENTS AND RECONCILIATIONS	CASH PARKING	FY2009-2010	DESTROY
900014924	0320-30	7/15/2020	FINANCE	BANK STATEMENTS AND RECONCILIATIONS	CASH PAYROLL ACCOUNT	FY2009-2010	DESTROY
900014925	0320-30	7/15/2020	FINANCE	BANK STATEMENTS AND RECONCILIATIONS	CASH PAYROLL ACCOUNT	FY2010-2011	DESTROY
900014922	0320-30	7/15/2020	FINANCE	BANK STATEMENTS AND RECONCILIATIONS	NATIONS TRUST TRADE CONFIRMATION	FY2009-2010	DESTROY
900010819	0320-30	7/15/2020	FINANCE	BANK STATEMENTS AND RECONCILIATIONS	RECONCILED CHECKS	GENERAL FY 2009/10	DESTROY
900012915	0320-30	7/15/2020	FINANCE	BANK STATEMENTS AND RECONCILIATIONS	RECONCILED CHECKS	GENERAL FY 2010/11	DESTROY
900010946	0320-30	7/15/2020	FINANCE	BANK STATEMENTS AND RECONCILIATIONS	RECONCILED CHECKS	PAYROLL FY 2009/10	DESTROY

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900012916	0320-30	7/15/2020	FINANCE	BANK STATEMENTS AND RECONCILIATIONS	RECONCILED CHECKS	PAYROLL FY 2010/11	DESTROY
900011119	0320-40	7/15/2020	FINANCE	ISSUED CHECKS	NUMERIC	7718500 - 7718999 2010	DESTROY
900011614	0320-40	7/15/2020	FINANCE	ISSUED CHECKS	NUMERIC	7719000 - 7719499 2010	DESTROY
900012836	0320-40	7/15/2020	FINANCE	ISSUED CHECKS	NUMERIC	7719500 - 7719891 2010	DESTROY
900013121	0320-40	7/15/2020	FINANCE	ISSUED CHECKS	NUMERIC UNION BANK 2010	8800101-8800499	DESTROY
900011118	0320-40	7/15/2020	FINANCE	ISSUED CHECKS	PAYROLL	24140-24639 2010	DESTROY
900012433	0320-40	7/15/2020	FINANCE	ISSUED CHECKS	PAYROLL	24640-25139 2010	DESTROY
900012945	0320-40	7/15/2020	FINANCE	ISSUED CHECKS	PAYROLL	25140-25325 2010	DESTROY
900013124	0320-40	7/15/2020	FINANCE	ISSUED CHECKS	PAYROLL UNION BANK	30001-30499 2010	DESTROY
900014396	0320-43	7/15/2020	FINANCE	DEPOSIT SLIPS	BANK OF AMERICA/UNION BANK	2010	DESTROY
900010467	0320-49	7/15/2020	ADMINISTRATION	ARMORED TRANSPORT RECEIPTS	BANK OF AMERICA	2009-2010	DESTROY
900009934	0330-40	7/15/2020	ADMINISTRATION	BUDGET PREPARATION FILES	2009-2011 BIENNIAL BUDGET	CITIZEN SURVEY	DESTROY
900016248	0350-20	7/15/2020	FINANCE	CITY TREASURER REPORTS	QUARTERLY TREASURER AND FINANCIAL	FY 2000/01	DESTROY
900016240	0350-20	7/15/2020	FINANCE	CITY TREASURER REPORTS	QUARTERLY TREASURER AND FINANCIAL	FY 2001/02	DESTROY
900016241	0350-20	7/15/2020	FINANCE	CITY TREASURER REPORTS	QUARTERLY TREASURER AND FINANCIAL	FY 2002/03	DESTROY
900016242	0350-20	7/15/2020	FINANCE	CITY TREASURER REPORTS	QUARTERLY TREASURER AND FINANCIAL	FY 2003/04	DESTROY
900016243	0350-20	7/15/2020	FINANCE	CITY TREASURER REPORTS	QUARTERLY TREASURER AND FINANCIAL	FY 2004/05	DESTROY
900016244	0350-20	7/15/2020	FINANCE	CITY TREASURER REPORTS	QUARTERLY TREASURER AND FINANCIAL	FY 2005/06	DESTROY

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900016245	0350-20	7/15/2020	FINANCE	CITY TREASURER REPORTS	QUARTERLY TREASURER AND FINANCIAL	FY 2006/07	DESTROY
900016246	0350-20	7/15/2020	FINANCE	CITY TREASURER REPORTS	QUARTERLY TREASURER AND FINANCIAL	FY 2007/08	DESTROY
900016247	0350-20	7/15/2020	FINANCE	CITY TREASURER REPORTS	QUARTERLY TREASURER AND FINANCIAL	FY 2008/09	DESTROY
900016249	0350-20	7/15/2020	FINANCE	CITY TREASURER REPORTS	QUARTERLY TREASURER AND FINANCIAL	FY 2009/10	DESTROY
009656	0350-30	7/15/2020	ADMINISTRATION	INVESTMENT PORTFOLIO (CITY FUNDS)	PUBLIC FUND CD RECEIPTS	FIRST INTERSTATE BANK	DESTROY
013335	0350-30	7/15/2020	ADMINISTRATION	INVESTMENT PORTFOLIO (CITY FUNDS)	PUBLIC FUND CD RECEIPTS	WELLS FARGO BANK	DESTROY
900019242	0360-05	7/15/2020	ADMINISTRATION	PAYROLL	PAYROLL DEDUCTIONS/LHCEA-ACH	FY 2013-2014	DESTROY
900020512	0360-05	7/15/2020	ADMINISTRATION	PAYROLL	PAYROLL DEDUCTIONS/LHCEA-ACH	FY 2014-2015	DESTROY
900013473	0360-30	7/15/2020	FINANCE	TIME SHEETS	PROCESSED TIMECARDS	2011 JUL - SEPT	DESTROY
900013474	0360-30	7/15/2020	FINANCE	TIME SHEETS	PROCESSED TIMECARDS	2011 OCT - DEC	DESTROY
900013472	0360-30	7/15/2020	FINANCE	TIME SHEETS	PROCESSED TIMECARDS	2011 APR - JUN	DESTROY
900013471	0360-30	7/15/2020	FINANCE	TIME SHEETS	PROCESSED TIMECARDS	2011 JAN - MAR	DESTROY
900012017	0370-60	7/15/2020	ADMINISTRATION	VENDOR LISTS/BROCHURES	PRINTING	2010-2011	DESTROY
900000402	0370-65	7/15/2020	FINANCE	REQUESTS FOR PROPOSAL, UNSUCCESSFUL	AUDIT SERVICES	2004-03-04	DESTROY
900005575	0370-65	7/15/2020	ADMINISTRATION	REQUESTS FOR PROPOSAL, UNSUCCESSFUL	WEBSITE REDESIGN & DEVELOPMENT	NOVEMBER 2005	DESTROY
900007300	0380-60	7/15/2020	CITY CLERK	ROLLING STOCK	MOTORCYCLE/POLICE SERVICES	BMW 2007 - 470	DESTROY
900015633	0390-15	7/15/2020	FINANCE	ACCOUNTS RECEIVABLE	INVOICES-MASTER FILE	FY2008-2009 1ST - VOL 1	DESTROY

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900014777	0390-15	7/15/2020	FINANCE	ACCOUNTS RECEIVABLE	INVOICES-MASTER FILE	FY2009-2010 VOL I	DESTROY
900010689	0390-15	7/15/2020	FINANCE	ACCOUNTS RECEIVABLE	SALES TAX-SBOE LOCAL REVENUE ALLOCATION DATA 07/14/2009 - 07/13/2010		DESTROY
900008321	0390-65	7/15/2020	FINANCE	RECEIPTS, GENERAL	TRANS OCCUPANCY TAX	FY2007-2008	DESTROY
900010235	0390-65	7/15/2020	FINANCE	RECEIPTS, GENERAL	TRANS OCCUPANCY TAX 435	FY2008-2009	DESTROY
900012565	0390-65	7/15/2020	FINANCE	RECEIPTS, GENERAL	TRANS OCCUPANCY TAX 435	FY2009-2010	DESTROY
900014287	0390-65	7/15/2020	FINANCE	RECEIPTS, GENERAL	TRANS OCCUPANCY TAX 435	FY2010-2011	DESTROY
900015978	0390-65	7/15/2020	FINANCE	RECEIPTS, GENERAL	TRANS OCCUPANCY TAX 435	FY2011-2012	DESTROY
900015574	0470-20	7/15/2020	CITY CLERK	CIVIL CASE FILES, CITY	COOK VS. TCA/LAGUNA HILLS	CASE NO. 30-2012-00551394-CU	DESTROY
900016696	0470-40	7/15/2020	CITY CLERK	SUBPOENAS	STATE OF CA VS. JEREMY ROMMEL NELSON	CASE NO. SH897301	DESTROY
035512	0550-40	7/15/2020	ADMINISTRATION	RECRUITMENT RECORDS	CLERICAL ASSISTANT PART TIME	2003	DESTROY
032113	0550-40	7/15/2020	ADMINISTRATION	RECRUITMENT RECORDS	CODE ENFORCEMENT	2002	DESTROY
900017864	0700-30	7/15/2020	SERVICES COMMUNITY	FACILITY USE PERMITS/INS BINDERS	2014 ART ROOM		DESTROY
900017860	0700-30	7/15/2020	SERVICES COMMUNITY	FACILITY USE PERMITS/INS BINDERS	2014 CLASSROOM		DESTROY
900017862	0700-30	7/15/2020	SERVICES COMMUNITY	FACILITY USE PERMITS/INS BINDERS	2014 HERITAGE ROOM	JANUARY - JUNE	DESTROY
900018258	0700-30	7/15/2020	SERVICES COMMUNITY	FACILITY USE PERMITS/INS BINDERS	2014 HERITAGE ROOM	JULY - DECEMBER	DESTROY
900017858	0700-30	7/15/2020	SERVICES COMMUNITY	FACILITY USE PERMITS/INS BINDERS	2014 MEETING ROOMS ABC	JANUARY-JUNE	DESTROY
900023721	0700-30	7/15/2020	SERVICES COMMUNITY	FACILITY USE PERMITS/INS BINDERS	2014 MEETING ROOMS ABC	JULY-DECEMBER	DESTROY

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900017863	0700-30	7/15/2020	SERVICES COMMUNITY	FACILITY USE PERMITS/INS BINDERS	2014 PHYSICAL ACTIVITY ROOM		DESTROY
900018461	0700-30	7/15/2020	SERVICES COMMUNITY	FACILITY USE PERMITS/INS BINDERS	2015 ART ROOM		DESTROY
900018458	0700-30	7/15/2020	SERVICES COMMUNITY	FACILITY USE PERMITS/INS BINDERS	2015 CLASSROOM		DESTROY
900018460	0700-30	7/15/2020	SERVICES COMMUNITY	FACILITY USE PERMITS/INS BINDERS	2015 HERITAGE ROOM	JANUARY-JUNE	DESTROY
900019907	0700-30	7/15/2020	SERVICES COMMUNITY	FACILITY USE PERMITS/INS BINDERS	2015 HERITAGE ROOM	JULY-DEC	DESTROY
900018455	0700-30	7/15/2020	SERVICES COMMUNITY	FACILITY USE PERMITS/INS BINDERS	2015 MEETING ROOMS ABC	JANUARY-JUNE	DESTROY
900018459	0700-30	7/15/2020	SERVICES COMMUNITY	FACILITY USE PERMITS/INS BINDERS	2015 MEETING ROOMS ABC	JULY-DECEMBER	DESTROY
900017857	0700-30	7/15/2020	SERVICES COMMUNITY	FACILITY USE PERMITS/INS BINDERS	ATHLETIC FACILITY PERMITS	2014	DESTROY
900018454	0700-30	7/15/2020	SERVICES COMMUNITY	FACILITY USE PERMITS/INS BINDERS	ATHLETIC FACILITY PERMITS	2015	DESTROY
900017856	0700-30	7/15/2020	SERVICES COMMUNITY	FACILITY USE PERMITS/INS BINDERS	PICNIC SHELTERS	2014	DESTROY
900018453	0700-30	7/15/2020	SERVICES COMMUNITY	FACILITY USE PERMITS/INS BINDERS	PICNIC SHELTERS	2015	DESTROY
900016772	0800-60	7/15/2020	BUILDING	INSPECTION LOGS	2013 INSPECTION RUN SHEETS		DESTROY
900004392	0950-30	7/15/2020	SERVICES COMMUNITY	REGISTRATION FORMS	2005 FALL	A-L	DESTROY
900004393	0950-30	7/15/2020	SERVICES COMMUNITY	REGISTRATION FORMS	2005 FALL	M-Z	DESTROY
900023724	0950-30	7/15/2020	SERVICES COMMUNITY	REGISTRATION FORMS	2009 SUMMER	M-Z	DESTROY

3.8.b

Attachment: Proposed Resolution Exhibit A (2177 : Destruction of Records)

Laguna Hills City Clerk

Destroy Date From 7/15/2020 To 7/15/2020
Orig. Dept ALL

Barcode	File No.	Destroy Date	Orig. Dept	First Line	Second Line	Third Line	Current Location
900017211	0950-30	7/15/2020	SERVICES COMMUNITY	REGISTRATION FORMS	2012 BUILD-A-FORT		DESTROY
900016605	0950-30	7/15/2020	SERVICES COMMUNITY	REGISTRATION FORMS	2012 FALL	A-L	DESTROY
900016606	0950-30	7/15/2020	SERVICES COMMUNITY	REGISTRATION FORMS	2012 FALL	M-Z	DESTROY
900015777	0950-30	7/15/2020	SERVICES COMMUNITY	REGISTRATION FORMS	2012 SPRING	A-L	DESTROY
900015778	0950-30	7/15/2020	SERVICES COMMUNITY	REGISTRATION FORMS	2012 SPRING	M-Z	DESTROY
900015775	0950-30	7/15/2020	SERVICES COMMUNITY	REGISTRATION FORMS	2012 SUMMER	A-L	DESTROY
900015776	0950-30	7/15/2020	SERVICES COMMUNITY	REGISTRATION FORMS	2012 SUMMER REGISTRATION FORMS	M-Z	DESTROY
900015524	0950-30	7/15/2020	SERVICES COMMUNITY	REGISTRATION FORMS	2012 WINTER	A-L	DESTROY
900015525	0950-30	7/15/2020	SERVICES COMMUNITY	REGISTRATION FORMS	2012 WINTER	M-Z	DESTROY
900016766	0950-30	7/15/2020	SERVICES COMMUNITY	REGISTRATION FORMS	2013 FALL REGISTRATION FORMS	A-L	DESTROY
900016769	0950-30	7/15/2020	SERVICES COMMUNITY	REGISTRATION FORMS	2013 FALL REGISTRATION FORMS	M-Z	DESTROY
900016762	0950-30	7/15/2020	SERVICES COMMUNITY	REGISTRATION FORMS	2013 SPRING	A-L	DESTROY
900016763	0950-30	7/15/2020	SERVICES COMMUNITY	REGISTRATION FORMS	2013 SPRING	M-Z	DESTROY
900016765	0950-30	7/15/2020	SERVICES COMMUNITY	REGISTRATION FORMS	2013 SUMMER	A-L	DESTROY

3.8.b

Laguna Hills City Clerk

Exhibit "A"
Page 19 of 19

Destroy Date From 7/15/2020 To 7/15/2020
Orig. Dept ALL

Barcode	File No.	Destroy Date	Orig. Dept	First Line	Second Line	Third Line	Current Location
900016764	0950-30	7/15/2020	SERVICES COMMUNITY	REGISTRATION FORMS	2013 SUMMER	M-Z	DESTROY
900016767	0950-30	7/15/2020	SERVICES COMMUNITY	REGISTRATION FORMS	2013 WINTER	A-L	DESTROY
900016768	0950-30	7/15/2020	SERVICES COMMUNITY	REGISTRATION FORMS	2013 WINTER	M-Z	DESTROY

Record Count: 242

3.8.b



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: July 14, 2020

TO: Mayor and Council Members

FROM: Melissa Au-Yeung
Deputy City Manager

ISSUE: City's Conflict of Interest Code

RECOMMENDATION: That the City Council adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, adopting an updated Conflict of Interest Code and rescinding Resolution No. 2018-07-10-2".

SUMMARY:

The Political Reform Act requires every local government agency to review its Conflict of Interest Code biennially, at a minimum, or as changes occur in the designated positions. Adoption of the proposed Resolution will revise the City's locally adopted Conflict of Interest Code, to add the position of Permit Technician Assistant.

BACKGROUND:

Resolution No. 91-10 adopted the City's Conflict of Interest Code. The Code has been amended by the following Resolutions:

Resolution No. 93-02-23-1	Adding Planning Director, City Engineer, and Chief of Police Services as designated positions.
Resolution No. 94-03-08-1	Adding Assistant and Deputy City Attorneys as designated positions.
Resolution No. 94-11-22-1	Changing the wording to indicate that those occupying designated positions must file Statements of Economic Interests with the City

	Clerk, deleting Administrative Services Director as a designated position, adding wording indicating that the Assistant City Manager is an official who manages public investments and must file pursuant to Government Code Section 87200, and changing wording to reflect modifications in the Fair Political Practices regulations regarding filings of Consultants.
Resolution No. 96-11-12-4	Deleting Parks and Recreation Director as a designated position, and changing the title of City Engineer to Director of Public Works/City Engineer.
Resolution No. 98-09-08-1	Deleting the positions of Development Services Director and Planning Director, and adding Community Development Director, Controller, and Recreation Services Manager as designated positions.
Resolution No. 2000-11-14-1	Deleting the positions of Community Development Director and Recreational Services Manager, adding Planning Director and Community Services Director as designated positions, and change the wording regarding the filing of the Assistant City Manager under the * (the paragraph that designates those positions that manage public investments).
Resolution No. 2002-10-08-2	Deleting the positions of Planning Director and Director of Public Works/City Engineer, adding the positions of Community Development Director, Director of Public Services/City Engineer, Building Inspector, Code Enforcement Officer, and Planner as designated positions.
Resolution No. 2003-04-22-1	Deleting Controller and Deputy City Attorney from the list of designated positions, relisting Controller under the * (the paragraph that

	designates those positions that manage public investments), and adding Community Services Program Supervisor as a designated position.
Resolution No. 2004-01-27-1	Adding Management Analyst as a designated position, and changing the position of Community Services Supervisor to Community Services Coordinator.
Resolution No. 2006-07-11-1	Adding Senior Planner, Senior Building Inspector, Assistant Building Official, and Assistant to the City Manager to the list of designated positions.
Resolution No. 2008-04-22-1	Deleting Assistant to the City Manager, and Director of Community Services, and adding the positions of Deputy City Manager, Community Services Superintendent, Building Counter Technician, and Planning/Code Enforcement Aide to the list of designated positions.
Resolution No. 2009-03-24-1	Deleting the position of Controller from the list of designated positions and adding Finance Manager under * (the paragraph that designated those positions that manage public investments).
Resolution No. 2012-06-12-1	Adding Senior Management Analyst to the list of designated positions.
Resolution No. 2014-05-27-1	Adding the positions of Information Technology Specialist, Assistant Planner, and Permit Technician.
Resolution No. 2016-09-13-3	Adding the position of Planning Manager and deleting the positions of Building Counter Technician, Community Services Coordinator, Management Analyst, Planner, Planning/Code Enforcement Aide, and Senior Management

Analyst.

Resolution No. 2018-07-10-2

Adding the positions of Assistant City Clerk, Senior Management Analyst, and Finance Director, change the title of Assistant to the City Manager/City Clerk to Deputy City Manager/City Clerk and Director of Public Services/City Engineer to Assistant City Manager/Director of Public Services, and delete the positions of Assistant Building Official, Building Inspector, Planning Manager, and Senior Building Inspector.

The City's Conflict of Interest Code adopts by reference Section 18730 of Title 2 of the California Code of Regulations as its main body. When Section 18730 is updated by legislation, that portion of the City's Code is automatically updated.

ATTACHMENTS:

- Proposed Resolution
- Proposed Laguna Hills Conflict of Interest Code

RESOLUTION NO. 2020-07-14-X

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ADOPTING AN UPDATED CONFLICT OF INTEREST CODE AND RESCINDING RESOLUTION NO. 2018-07-10-2

WHEREAS, the Political Reform Act of 1974 and Government Code Sections 81000 et seq. (the "Act") require a local government agency to adopt a Conflict of Interest Code pursuant to the Act; and

WHEREAS, the City Council of the City of Laguna Hills adopted Resolution No. 91-10 on December 20, 1991, establishing such a Code; and

WHEREAS, the City Council amended said Code with adoption of Resolutions No. 93-02-23-1, No. 94-03-08-1, No. 94-11-22-1, No. 96-11-12-4, No. 98-09-08-1, No. 2000-11-14-1, No. 2002-10-08-2, No. 2003-04-22-1, No. 2004-01-27-1, No. 2006-07-11-1, No. 2008-04-22-1, No. 2009-03-24-1, No. 2012-06-12-1, No. 2014-05-27-1, No. 2016-09-13-3, and No. 2018-07-10-2; and

WHEREAS, the City Council desires to amend the Appendix of Designated Positions of said Code to add the position of Permit Technician Assistant.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. This Resolution rescinds and supersedes Resolution No. 2018-07-10-2.

SECTION 2. The Conflict of Interest Code of the City of Laguna Hills, a copy of which is attached hereto and by this reference is incorporated herein, is hereby adopted.

PASSED, APPROVED, AND ADOPTED this 14th day of July 2020.

JANINE HEFT, MAYOR

ATTEST:

MELISSA AU-YEUNG, CITY CLERK

Attachment: Proposed Resolution (2141 : Conflict of Interest Code Update)

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

I, Melissa Au-Yeung, City Clerk of the City of Laguna Hills, California, DO
HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution
No. 2020-07-14-X adopted by the City Council of the City of Laguna Hills, California, at
a Regular Meeting thereof held on the 14th day of July 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

MELISSA AU-YEUNG, CITY CLERK

Attachment: Proposed Resolution (2141 : Conflict of Interest Code Update)

**CONFLICT OF INTEREST CODE
OF THE
CITY OF LAGUNA HILLS**

SECTION 1: **PURPOSE**

The purpose of this Conflict of Interest Code of the City of Laguna Hills is to incorporate by reference the terms of Section 18730 of Title 2 of the California Code of Regulations pertaining to Conflict of Interest Codes, which is attached hereto as Exhibit "A," and to establish a List of Designated Positions.

SECTION 2: **DESIGNATED POSITIONS**

The positions listed in the Appendix to Exhibit "A" are Designated Positions. Officers and employees holding those positions are Designated Employees and are deemed to make, or participate in the making of, decisions, which may foreseeably have a material effect on a financial interest. Individual consultants may be Designated Employees, as determined by the City Manager.

SECTION 3: **INCORPORATION BY REFERENCE OF SECTION 18730 OF
TITLE 2 OF THE CALIFORNIA CODE OF REGULATIONS**

Section 18730 of Title 2 of the California Code of Regulations as set forth in Exhibit "A," and any amendments to it duly adopted by the Fair Political Practice Commission, along with the attached Appendix are hereby incorporated by reference and constitute the Conflict of Interest Code of the City of Laguna Hills.

SECTION 4: **PLACE OF FILING FOR STATEMENTS OF ECONOMIC
INTEREST**

Persons occupying Designated Positions shall file Statements of Economic Interests with the City Clerk of the City of Laguna Hills, which will make the statements available for public inspection and reproduction. (Government Code Section 81008) Statements for all designated employees will be retained by the City of Laguna Hills.

(Regulations of the Fair Political Practices Commission, Title 2, Division 6, California Code of Regulations.)

§ 18730. Provisions of Conflict of Interest Codes.

(a) Incorporation by reference of the terms of this regulation along with the designation of employees and the formulation of disclosure categories in the Appendix referred to below constitute the adoption and promulgation of a conflict of interest code within the meaning of Section 87300 or the amendment of a conflict of interest code within the meaning of Section 87306 if the terms of this regulation are substituted for terms of a conflict of interest code already in effect. A code so amended or adopted and promulgated requires the reporting of reportable items in a manner substantially equivalent to the requirements of article 2 of chapter 7 of the Political Reform Act, Sections 81000, et seq. The requirements of a conflict of interest code are in addition to other requirements of the Political Reform Act, such as the general prohibition against conflicts of interest contained in Section 87100, and to other state or local laws pertaining to conflicts of interest.

(b) The terms of a conflict of interest code amended or adopted and promulgated pursuant to this regulation are as follows:

(1) Section 1. Definitions.

The definitions contained in the Political Reform Act of 1974, regulations of the Fair Political Practices Commission (Regulations 18110, et seq.), and any amendments to the Act or regulations, are incorporated by reference into this conflict of interest code.

(2) Section 2. Designated Employees.

The persons holding positions listed in the Appendix are designated employees. It has been determined that these persons make or participate in the making of decisions which may foreseeably have a material effect on economic interests.

(3) Section 3. Disclosure Categories.

This code does not establish any disclosure obligation for those designated employees who are also specified in Section 87200 if they are designated in this code in that same capacity or if the geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction in which those persons must report their economic interests pursuant to article 2 of chapter 7 of the Political Reform Act, Sections 87200, et seq.

In addition, this code does not establish any disclosure obligation for any designated employees who are designated in a conflict of interest code for another agency, if all of the following apply:

(A) The geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction of the other agency;

(B) The disclosure assigned in the code of the other agency is the same as that required under article 2 of chapter 7 of the Political Reform Act, Section 87200; and

(C) The filing officer is the same for both agencies.¹

Such persons are covered by this code for disqualification purposes only. With respect to all other designated employees, the disclosure categories set forth in the Appendix specify which kinds of economic interests are reportable. Such a designated employee shall disclose in his or her statement of economic interests those economic interests he or she has which are of the kind described in the disclosure categories to which he or she is assigned in the Appendix. It has been determined that the economic interests set forth in a designated employee's disclosure categories

are the kinds of economic interests which he or she foreseeably can affect materially through the conduct of his or her office.

(4) Section 4. Statements of Economic Interests: Place of Filing.

The code reviewing body shall instruct all designated employees within its code to file statements of economic interests with the agency or with the code reviewing body, as provided by the code reviewing body in the agency's conflict of interest code.²

(5) Section 5. Statements of Economic Interests: Time of Filing.

(A) Initial Statements. All designated employees employed by the agency on the effective date of this code, as originally adopted, promulgated and approved by the code reviewing body, shall file statements within 30 days after the effective date of this code. Thereafter, each person already in a position when it is designated by an amendment to this code shall file an initial statement within 30 days after the effective date of the amendment.

(B) Assuming Office Statements. All persons assuming designated positions after the effective date of this code shall file statements within 30 days after assuming the designated positions, or if subject to State Senate confirmation, 30 days after being nominated or appointed.

(C) Annual Statements. All designated employees shall file statements no later than April 1. If a person reports for military service as defined in the Servicemember's Civil Relief Act, the deadline for the annual statement of economic interests is 30 days following his or her return to office, provided the person, or someone authorized to represent the person's interests, notifies the filing officer in writing prior to the applicable filing deadline that he or she is subject to that federal statute and is unable to meet the applicable deadline, and provides the filing officer verification of his or her military status.

(D) Leaving Office Statements. All persons who leave designated positions shall file statements within 30 days after leaving office.

(5.5) Section 5.5. Statements for Persons Who Resign Prior to Assuming Office.

Any person who resigns within 12 months of initial appointment, or within 30 days of the date of notice provided by the filing officer to file an assuming office statement, is not deemed to have assumed office or left office, provided he or she did not make or participate in the making of, or use his or her position to influence any decision and did not receive or become entitled to receive any form of payment as a result of his or her appointment. Such persons shall not file either an assuming or leaving office statement.

(A) Any person who resigns a position within 30 days of the date of a notice from the filing officer shall do both of the following:

(1) File a written resignation with the appointing power; and

(2) File a written statement with the filing officer declaring under penalty of perjury that during the period between appointment and resignation he or she did not make, participate in the making, or use the position to influence any decision of the agency or receive, or become entitled to receive, any form of payment by virtue of being appointed to the position.

(6) Section 6. Contents of and Period Covered by Statements of Economic Interests.

(A) Contents of Initial Statements.

Initial statements shall disclose any reportable investments, interests in real property and business positions held on the effective date of the code and income received during the 12 months prior to the effective date of the code.

(B) Contents of Assuming Office Statements.

Assuming office statements shall disclose any reportable investments, interests in real property and business positions held on the date of assuming office or, if subject to State Senate confirmation or appointment, on the date of nomination, and income received during the 12 months prior to the date of assuming office or the date of being appointed or nominated, respectively.

(C) Contents of Annual Statements. Annual statements shall disclose any reportable investments, interests in real property, income and business positions held or received during the previous calendar year provided, however, that the period covered by an employee's first annual statement shall begin on the effective date of the code or the date of assuming office whichever is later, or for a board or commission member subject to Section 87302.6, the day after the closing date of the most recent statement filed by the member pursuant to Regulation 18754.

(D) Contents of Leaving Office Statements.

Leaving office statements shall disclose reportable investments, interests in real property, income and business positions held or received during the period between the closing date of the last statement filed and the date of leaving office.

(7) Section 7. Manner of Reporting.

Statements of economic interests shall be made on forms prescribed by the Fair Political Practices Commission and supplied by the agency, and shall contain the following information:

(A) Investment and Real Property Disclosure.

When an investment or an interest in real property³ is required to be reported,⁴ the statement shall contain the following:

1. A statement of the nature of the investment or interest;

2. The name of the business entity in which each investment is held, and a general description of the business activity in which the business entity is engaged;

3. The address or other precise location of the real property;

4. A statement whether the fair market value of the investment or interest in real property equals or exceeds \$2,000, exceeds \$10,000, exceeds \$100,000, or exceeds \$1,000,000.

(B) Personal Income Disclosure. When personal income is required to be reported,⁵ the statement shall contain:

1. The name and address of each source of income aggregating \$500 or more in value, or \$50 or more in value if the income was a gift, and a general description of the business activity, if any, of each source;

2. A statement whether the aggregate value of income from each source, or in the case of a loan, the highest amount owed to each source, was \$1,000 or less, greater than \$1,000, greater than \$10,000, or greater than \$100,000;

3. A description of the consideration, if any, for which the income was received;

4. In the case of a gift, the name, address and business activity of the donor and any intermediary through which the gift was made; a description of the gift; the amount or value of the gift; and the date on which the gift was received;

5. In the case of a loan, the annual interest rate and the security, if any, given for the loan and the term of the loan.

(C) Business Entity Income Disclosure. When income of a business entity, including income of a sole proprietorship, is required to be reported,⁶ the statement shall contain:

1. The name, address, and a general description of the business activity of the business entity;

2. The name of every person from whom the business entity received payments if the filer's pro rata share of gross receipts from such person was equal to or greater than \$10,000.

(D) Business Position Disclosure. When business positions are required to be reported, a designated employee shall list the name and address of each business entity in which he or she is a director, officer, partner, trustee, employee, or in which he or she holds any position of management, a description of the business activity in which the business entity is engaged, and the designated employee's position with the business entity.

(E) Acquisition or Disposal During Reporting Period. In the case of an annual or leaving office statement, if an investment or an interest in real property was partially or wholly acquired or disposed of during the period covered by the statement, the statement shall contain the date of acquisition or disposal.

(8) Section 8. Prohibition on Receipt of Honoraria.

(A) No member of a state board or commission, and no designated employee of a state or local government agency, shall accept any honorarium from any source, if the member or employee would be required to report the receipt of income or gifts from that source on his or her statement of economic interests.

(B) This section shall not apply to any part-time member of the governing board of any public institution of higher education, unless the member is also an elected official.

(C) Subdivisions (a), (b), and (c) of Section 89501 shall apply to the prohibitions in this section.

(D) This section shall not limit or prohibit payments, advances, or reimbursements for travel and related lodging and subsistence authorized by Section 89506.

(8.1) Section 8.1. Prohibition on Receipt of Gifts in Excess of \$500.

(A) No member of a state board or commission, and no designated employee of a state or local government agency, shall accept gifts with a total value of more than \$500 in a calendar year from any single source, if the member or employee would be required to report the receipt of income or gifts from that source on his or her statement of economic interests.

(B) This section shall not apply to any part-time member of the governing board of any public institution of higher education, unless the member is also an elected official.

(C) Subdivisions (e), (f), and (g) of Section 89503 shall apply to the prohibitions in this section.

(8.2) Section 8.2. Loans to Public Officials.

(A) No elected officer of a state or local government agency shall, from the date of his or her election to office through the date that he or she vacates office, receive a personal loan from any officer, employee, member, or consultant of the state or local government agency in which the elected officer holds office or over which the elected officer's agency has direction and control.

(B) No public official who is exempt from the state civil service system pursuant to subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall, while he or she holds office, receive a personal loan from any officer, employee, member, or consultant of the state or local government agency in which the public official holds office or over which the public official's agency has direction and control. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.

(C) No elected officer of a state or local government agency shall, from the date of his or her election to office through the date that he or she vacates office, receive a personal loan from any person who has a contract with the state or local government agency to which that elected

officer has been elected or over which that elected officer's agency has direction and control.

This subdivision shall not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the lender's regular course of business on terms available to members of the public without regard to the elected officer's official status.

(D) No public official who is exempt from the state civil service system pursuant to subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall, while he or she holds office, receive a personal loan from any person who has a contract with the state or local government agency to which that elected officer has been elected or over which that elected officer's agency has direction and control. This subdivision shall not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the lender's regular course of business on terms available to members of the public without regard to the elected officer's official status. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.

(E) This section shall not apply to the following:

1. Loans made to the campaign committee of an elected officer or candidate for elective office.
2. Loans made by a public official's spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such persons, provided that the person making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section.
3. Loans from a person which, in the aggregate, do not exceed \$500 at any given time.

4. Loans made, or offered in writing, before January 1, 1998.

(8.3) Section 8.3. Loan Terms.

(A) Except as set forth in subdivision (B), no elected officer of a state or local government agency shall, from the date of his or her election to office through the date he or she vacates office, receive a personal loan of \$500 or more, except when the loan is in writing and clearly states the terms of the loan, including the parties to the loan agreement, date of the loan, amount of the loan, term of the loan, date or dates when payments shall be due on the loan and the amount of the payments, and the rate of interest paid on the loan.

(B) This section shall not apply to the following types of loans:

1. Loans made to the campaign committee of the elected officer.

2. Loans made to the elected officer by his or her spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such person, provided that the person making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section.

3. Loans made, or offered in writing, before January 1, 1998.

(C) Nothing in this section shall exempt any person from any other provision of Title 9 of the Government Code.

(8.4) Section 8.4. Personal Loans.

(A) Except as set forth in subdivision (B), a personal loan received by any designated employee shall become a gift to the designated employee for the purposes of this section in the following circumstances:

1. If the loan has a defined date or dates for repayment, when the statute of limitations for filing an action for default has expired.

2. If the loan has no defined date or dates for repayment, when one year has elapsed from the later of the following:

- a. The date the loan was made.
- b. The date the last payment of \$100 or more was made on the loan.
- c. The date upon which the debtor has made payments on the loan aggregating to less than \$250 during the previous 12 months.

(B) This section shall not apply to the following types of loans:

- 1. A loan made to the campaign committee of an elected officer or a candidate for elective office.
- 2. A loan that would otherwise not be a gift as defined in this title.
- 3. A loan that would otherwise be a gift as set forth under subdivision (A), but on which the creditor has taken reasonable action to collect the balance due.
- 4. A loan that would otherwise be a gift as set forth under subdivision (A), but on which the creditor, based on reasonable business considerations, has not undertaken collection action. Except in a criminal action, a creditor who claims that a loan is not a gift on the basis of this paragraph has the burden of proving that the decision for not taking collection action was based on reasonable business considerations.
- 5. A loan made to a debtor who has filed for bankruptcy and the loan is ultimately discharged in bankruptcy.

(C) Nothing in this section shall exempt any person from any other provisions of Title 9 of the Government Code.

(9) Section 9. Disqualification.

No designated employee shall make, participate in making, or in any way attempt to use his or her official position to influence the making of any governmental decision which he or she knows or has reason to know will have a reasonably foreseeable material financial effect, distinguishable from its effect on the public generally, on the official or a member of his or her immediate family or on:

(A) Any business entity in which the designated employee has a direct or indirect investment worth \$2,000 or more;

(B) Any real property in which the designated employee has a direct or indirect interest worth \$2,000 or more;

(C) Any source of income, other than gifts and other than loans by a commercial lending institution in the regular course of business on terms available to the public without regard to official status, aggregating \$500 or more in value provided to, received by or promised to the designated employee within 12 months prior to the time when the decision is made;

(D) Any business entity in which the designated employee is a director, officer, partner, trustee, employee, or holds any position of management; or

(E) Any donor of, or any intermediary or agent for a donor of, a gift or gifts aggregating \$500 or more provided to, received by, or promised to the designated employee within 12 months prior to the time when the decision is made.

(9.3) Section 9.3. Legally Required Participation.

No designated employee shall be prevented from making or participating in the making of any decision to the extent his or her participation is legally required for the decision to be made. The

fact that the vote of a designated employee who is on a voting body is needed to break a tie does not make his or her participation legally required for purposes of this section.

(9.5) Section 9.5. Disqualification of State Officers and Employees.

In addition to the general disqualification provisions of section 9, no state administrative official shall make, participate in making, or use his or her official position to influence any governmental decision directly relating to any contract where the state administrative official knows or has reason to know that any party to the contract is a person with whom the state administrative official, or any member of his or her immediate family has, within 12 months prior to the time when the official action is to be taken:

(A) Engaged in a business transaction or transactions on terms not available to members of the public, regarding any investment or interest in real property; or

(B) Engaged in a business transaction or transactions on terms not available to members of the public regarding the rendering of goods or services totaling in value \$1,000 or more.

(10) Section 10. Disclosure of Disqualifying Interest.

When a designated employee determines that he or she should not make a governmental decision because he or she has a disqualifying interest in it, the determination not to act may be accompanied by disclosure of the disqualifying interest.

(11) Section 11. Assistance of the Commission and Counsel.

Any designated employee who is unsure of his or her duties under this code may request assistance from the Fair Political Practices Commission pursuant to Section 83114 and Regulations 18329 and 18329.5 or from the attorney for his or her agency, provided that nothing in this section requires the attorney for the agency to issue any formal or informal opinion.

(12) Section 12. Violations.

This code has the force and effect of law. Designated employees violating any provision of this code are subject to the administrative, criminal and civil sanctions provided in the Political Reform Act, Sections 81000-91014. In addition, a decision in relation to which a violation of the disqualification provisions of this code or of Section 87100 or 87450 has occurred may be set aside as void pursuant to Section 91003.

¹ Designated employees who are required to file statements of economic interests under any other agency's conflict of interest code, or under article 2 for a different jurisdiction, may expand their statement of economic interests to cover reportable interests in both jurisdictions, and file copies of this expanded statement with both entities in lieu of filing separate and distinct statements, provided that each copy of such expanded statement filed in place of an original is signed and verified by the designated employee as if it were an original. See Section 81004.

² See Section 81010 and Regulation 18115 for the duties of filing officers and persons in agencies who make and retain copies of statements and forward the originals to the filing officer.

³ For the purpose of disclosure only (not disqualification), an interest in real property does not include the principal residence of the filer.

⁴ Investments and interests in real property which have a fair market value of less than \$2,000 are not investments and interests in real property within the meaning of the Political Reform Act. However, investments or interests in real property of an individual include those held by the individual's spouse and dependent children as well as a pro rata share of any investment or interest in real property of any business entity or trust in which the individual, spouse and dependent children own, in the aggregate, a direct, indirect or beneficial interest of 10 percent or greater.

⁵ A designated employee's income includes his or her community property interest in the income of his or her spouse but does not include salary or reimbursement for expenses received from a state, local or federal government agency.

⁶ Income of a business entity is reportable if the direct, indirect or beneficial interest of the filer and the filer's spouse in the business entity aggregates a 10 percent or greater interest. In addition, the disclosure of persons who are clients or customers of a business entity is required only if the clients or customers are within one of the disclosure categories of the filer.

Note: Authority cited: Section 83112, Government Code. Reference: Sections 87103(e), 87300-87302, 89501, 89502 and 89503, Government Code.

HISTORY

1. New section filed 4-2-80 as an emergency; effective upon filing (Register 80, No. 14).
Certificate of Compliance included.
2. Editorial correction (Register 80, No. 29).
3. Amendment of subsection (b) filed 1-9-81; effective thirtieth day thereafter (Register 81, No. 2).
4. Amendment of subsection (b)(7)(B)1. filed 1-26-83; effective thirtieth day thereafter (Register 83, No. 5).
5. Amendment of subsection (b)(7)(A) filed 11-10-83; effective thirtieth day thereafter (Register 83, No. 46).
6. Amendment filed 4-13-87; operative 5-13-87 (Register 87, No. 16).
7. Amendment of subsection (b) filed 10-21-88; operative 11-20-88 (Register 88, No. 46).
8. Amendment of subsections (b)(8)(A) and (b)(8)(B) and numerous editorial changes filed 8-28-90; operative 9-27-90 (Reg. 90, No. 42).

9. Amendment of subsections (b)(3), (b)(8) and renumbering of following subsections and amendment of Note filed 8-7-92; operative 9-7-92 (Register 92, No. 32).
10. Amendment of subsection (b)(5.5) and new subsections (b)(5.5)(A)-(A)(2) filed 2-4-93; operative 2-4-93 (Register 93, No. 6).
11. Change without regulatory effect adopting Conflict of Interest Code for California Mental Health Planning Council filed 11-22-93 pursuant to title 1, section 100, California Code of Regulations (Register 93, No. 48). Approved by Fair Political Practices Commission 9-21-93.
12. Change without regulatory effect redesignating Conflict of Interest Code for California Mental Health Planning Council as chapter 62, section 55100 filed 1-4-94 pursuant to title 1, section 100, California Code of Regulations (Register 94, No. 1).
13. Editorial correction adding History 11 and 12 and deleting duplicate section number (Register 94, No. 17).
14. Amendment of subsection (b)(8), designation of subsection (b)(8)(A), new subsection (b)(8)(B), and amendment of subsections (b)(8.1)-(b)(8.1)(B), (b)(9)(E) and Note filed 3-14-95; operative 3-14-95 pursuant to Government Code section 11343.4(d) (Register 95, No. 11).
15. Editorial correction inserting inadvertently omitted language in footnote 4 (Register 96, No. 13).
16. Amendment of subsections (b)(8)(A)-(B) and (b)(8.1)(A), repealer of subsection (b)(8.1)(B), and amendment of subsection (b)(12) filed 10-23-96; operative 10-23-96 pursuant to Government Code section 11343.4(d) (Register 96, No. 43).
17. Amendment of subsections (b)(8.1) and (9)(E) filed 4-9-97; operative 4-9-97 pursuant to Government Code section 11343.4(d) (Register 97, No. 15).

18. Amendment of subsections (b)(7)(B)5., new subsections (b)(8.2)-(b)(8.4)(C) and amendment of Note filed 8-24-98; operative 8-24-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 35).

19. Editorial correction of subsection (a) (Register 98, No. 47).

20. Amendment of subsections (b)(8.1), (b)(8.1)(A) and (b)(9)(E) filed 5-11-99; operative 5-11-99 pursuant to Government Code section 11343.4(d) (Register 99, No. 20).

21. Amendment of subsections (b)(8.1)-(b)(8.1)(A) and (b)(9)(E) filed 12-6-2000; operative 1-1-2001 pursuant to the 1974 version of Government Code section 11380.2 and Title 2, California Code of Regulations, section 18312(d) and (e) (Register 2000, No. 49).

22. Amendment of subsections (b)(3) and (b)(10) filed 1-10-2001; operative 2-1-2001.

Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2001, No. 2).

23. Amendment of subsections (b)(7)(A)4., (b)(7)(B)1.-2., (b)(8.2)(E)3., (b)(9)(A)-(C) and footnote 4. filed 2-13-2001. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2001, No. 7).

24. Amendment of subsections (b)(8.1)-(b)(8.1)(A) filed 1-16-2003; operative 1-1-2003.

Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District,

nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2003, No. 3).

25. Editorial correction of History 24 (Register 2003, No. 12).

26. Editorial correction removing extraneous phrase in subsection (b)(9.5)(B) (Register 2004, No. 33).

27. Amendment of subsections (b)(2)-(3), (b)(3)(C), (b)(6)(C), (b)(8.1)-(b)(8.1)(A), (b)(9)(E) and (b)(11)-(12) filed 1-4-2005; operative 1-1-2005 pursuant to Government Code section 11343.4 (Register 2005, No. 1).

28. Amendment of subsection (b)(7)(A)4. filed 10-11-2005; operative 11-10-2005 (Register 2005, No. 41).

29. Amendment of subsections (a), (b)(1), (b)(3), (b)(8.1), (b)(8.1)(A) and (b)(9)(E) filed 12-18-2006; operative 1-1-2007. Submitted to OAL pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2006, No. 51).

30. Amendment of subsections (b)(8.1)-(b)(8.1)(A) and (b)(9)(E) filed 10-31-2008; operative 11-30-2008. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2008, No. 44).

31. Amendment of section heading and section filed 11-15-2010; operative 12-15-2010. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of*

Administrative Law, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2010, No. 47).

32. Amendment of section heading and subsections (a)-(b)(1), (b)(3)-(4), (b)(5)(C), (b)(8.1)-(b)(8.1)(A) and (b)(9)(E) and amendment of footnote 1 filed 1-8-2013; operative 2-7-2013.

Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2013, No. 2).

33. Amendment of subsections (b)(8.1)-(b)(8.1)(A), (b)(8.2)(E)3. and (b)(9)(E) filed 12-15-2014; operative 1-1-2015 pursuant to section 18312(e)(1)(A), title 2, California Code of Regulations.

Submitted to OAL for filing and printing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2014, No. 51).

34. Redesignation of portions of subsection (b)(8)(A) as new subsections (b)(8)(B)-(D), amendment of subsections (b)(8.1)-(b)(8.1)(A), redesignation of portions of subsection (b)(8.1)(A) as new subsections (b)(8.1)(B)-(C) and amendment of subsection (b)(9)(E) filed 12-1-2016; operative 12-31-2016 pursuant to Cal. Code Regs. tit. 2, section 18312(e). Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision,

April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2016, No. 49).

35. Amendment of subsections (b)(8.1)-(b)(8.1)(A) and (b)(9)(E) filed 12-12-2018; operative 1-11-2019 pursuant to Cal. Code Regs., tit. 2, section 18312(e). Submitted to OAL for filing and printing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2018, No. 50).

APPENDIX

<u>Designated Positions*</u>	<u>Disclosure Categories</u>
1. Assistant City Attorney	I, II, III
2. Assistant City Clerk	I, II, III
3. Assistant City Manager/Director of Public Services	I, II, III
4. Assistant Planner	I, II, III
5. Chief of Police Services	I, II, III
6. Code Enforcement Officer	I, II, III
7. Community Development Director	I, II, III
8. Community Services Superintendent	I, II, III
9. Consultant**	I, II, III
10. Deputy City Manager	I, II, III
11. Deputy City Manager/City Clerk	I, II, III
12. Finance Director	I, II, III
13. Information Technology Specialist	I, II, III
14. Permit Technician	I, II, III
15. Permit Technician Assistant	I, II, III
16. Senior Management Analyst	I, II, III
17. Senior Planner	I, II, III

CATEGORY I:

Investment and real property disclosure

CATEGORY II:

Personal Income Disclosure

CATEGORY III:

Business Entity Income/Business Position Disclosure

*The Council Members, City Manager, City Attorney, City Treasurer, Planning Commissioners, and other public officials who manage public investments are required to file Statements of Economic Interests pursuant to Government Code Section 87200 et seq., therefore; they are not included as designated positions in this Appendix.

**Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in the code subject to the following limitations:

The City Manager may determine, on a case-by-case basis, whether a particular consultant, although a "Designated Position," is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements described in this section.

The City Manager shall notify the consultant in writing. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The City Manager's determination is a public record and shall be retained for public inspection by the City Clerk.



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: July 14, 2020

TO: Mayor and Council Members

FROM: Donald J. White
City Manager

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

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

SUMMARY:

On March 18, 2020, the City Manager, acting in his capacity as Director of Emergency Services, proclaimed the existence of a local emergency relating to COVID-19 (the "coronavirus"), at which time the City Council was not in session. On March 24, 2020, during a special meeting the City Council ratified and confirmed the City Manager's proclamation declaring the existence of a local emergency. Since that time, the rate of infection and threat to public health and safety have not abated, as the number of cases continue to grow. As of July 2, 2020, there were more than 10.7 million worldwide cases of COVID-19, and 516,000 deaths. Locally, there were 13,843 confirmed cases and 340 deaths in Orange County. Since then, the worldwide cases have increased to more than 12.3 million and the worldwide deaths have increased to more than 555,000. County-wide, the number of confirmed cases has increase from 13,843 to 22,088 and deaths have increased from 340 to 376. Pursuant to Laguna Hills Municipal Code ("LHMC") Section 2-32.060, the City Council must review the necessity for continuing the local emergency no less frequently than every fourteen (14) days until the emergency is

Continuing Local Emergency and Confirmation of Executive Order

July 14, 2020

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terminated. LHMC Section 2-32.150 further requires any rules and regulations, such as Executive Orders, issued by the Director of Emergency Services/City Manager that are reasonably related to the local emergency, such as for the protection of life and property as affected by the emergency, to be confirmed as soon as practicable by the City Council.

BACKGROUND:

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

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

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

Continuing Local Emergency and Confirmation of Executive Order

July 14, 2020

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

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

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

As to the continuing need for the proclamation of emergency and the rules, measures, and orders issued to date by the City Council, the following facts are instructive. As of July 2, 2020, there were more than 10.7 million worldwide cases of COVID-19, and 516,000 deaths. Locally, there were 13,843 confirmed cases and 340 deaths in Orange County. Between July 2, 2020, and the date of publication of this staff report (July 10, 2020), the worldwide cases have increased to more than 12.3 million and the worldwide deaths have increased to more than 555,000. County-wide cases have increase from 13,843 to 22,088 and county-wide deaths have increased from 340 to 376. These figures continue to grow on a daily basis. The rate of infection, potential impact to health care systems, and the threat to public health and safety have not abated. The state of local emergency continues to exist.

Continuing Local Emergency and Confirmation of Executive Order

July 14, 2020

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

ATTACHMENTS:

- Proclamation No. 2020-03-18-1, Declaration of Existence of a Local Emergency
- Executive Order, Director of Emergency Services/City Manager, July 3, 2020

PROCLAMATION NO. 2020-03-18-1

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PROCLAIMED this 18th day of March 2020.


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

ATTEST:


 Melissa Au-Yeung, City Clerk

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

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

(SEAL)


 MELISSA AU-YEUNG, CITY CLERK



CITY OF LAGUNA HILLS

City Manager

OFFICE OF THE CITY MANAGER/DIRECTOR OF EMERGENCY SERVICES

Executive Orders

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

RE: NOVEL CORONAVIRUS, COVID-19

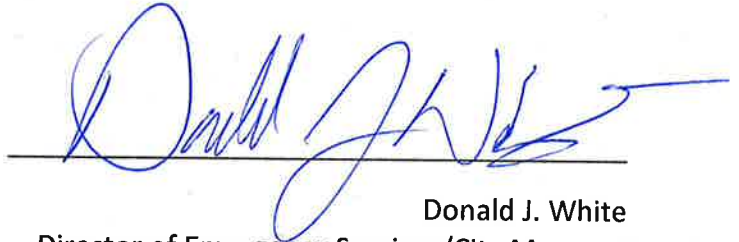
Issue Date: July 3, 2020

On March 18, 2020, in my capacity as the Director of Emergency Services (LHMC 2-32.060), I issued Proclamation 20-03-18-01 Declaring the Existence of a Local Emergency in response to severe public health concerns and economic impacts relating to the COVID-19 pandemic. The novel coronavirus, COVID-19, causes infectious disease and was first detected in Wuhan, Hubei Province, China in December 2019. Symptoms of COVID-19 include fever, cough, and shortness of breath; outcomes have ranged from mild to severe illness, and, in some cases, death. The Center for Disease Control and Prevention (CDC) has indicated the virus is a significant public health threat, and States of Emergency have been declared by the County of Orange, the State of California and the federal government of the United States. On March 19, 2020, California Governor Gavin Newsom issued Executive Order N-33-20, which bans gatherings, public and private, and orders residents to stay at home at their place of residence except as needed to maintain continuity of operations of the federal critical infrastructure sectors, as defined, in order to mitigate the impact of COVID-19. Executive Order N-33-20 is enforceable pursuant to California law per Government Code Section 8665.

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

27. The City-owned skate park is closed to the public beginning on July 3, 2020. Executive Order No. 25, dated June 12, 2020, is hereby rescinded.

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



Donald J. White
Director of Emergency Services/City Manager

Cc:

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

Attachment: Executive Order, Director of Emergency Services/City Manager, July 3, 2020 (2181 : Continuing Local Emergency and



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: July 14, 2020

TO: Mayor and Council Members

FROM: Melissa Au-Yeung
Deputy City Manager

ISSUE: Second Reading & Adoption of Proposed Ordinance Adding Chapter 1-40 to the Laguna Hills Municipal Code Relating to Campaign Contribution Limits for Elective City Office

RECOMMENDATION: That the City Council adopt an Ordinance entitled: "An Ordinance of the City of Laguna Hills, California, adding Chapter 1-40 to Title 1 (General Provisions) of the Laguna Hills Municipal Code relating to Campaign Contribution Limits for Elective City Office."

SUMMARY:

The proposed Ordinance will add Chapter 1-40 (Campaign Contribution Limits) to Title 1 (General Provisions) of the Laguna Hills Municipal Code. Specifically, the proposed Ordinance will establish a \$1,000 campaign contribution limit per person, per election.

A copy of the proposed Ordinance and the Staff Report for the introduction of the Ordinance, including attachments, are included as attachments to this report. The City Council introduced the Ordinance by a vote of 3-2 (Mayor Heft and Council Member Wheeler opposed). It is in order to adopt the Ordinance.

ATTACHMENTS:

- Proposed Ordinance
- June 23, 2020, Introduction of Ordinance Staff Report and Attachments

ORDINANCE NO. 2020-X

AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ADDING CHAPTER 1-40 TO TITLE 1 (GENERAL PROVISIONS) OF THE LAGUNA HILLS MUNICIPAL CODE RELATING TO CAMPAIGN CONTRIBUTION LIMITS FOR ELECTIVE CITY OFFICE

THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, HEREBY FINDS AND DETERMINES AS FOLLOWS:

WHEREAS, effective January 1, 2021, campaign contributions made to candidates running for elective office in the City of Laguna Hills ("City") will be subject to the new statutory default campaign contribution limits imposed by Assembly Bill 571 (currently set at \$4,700 per person per election), unless the City enacts its own local campaign contribution limit; and

WHEREAS, at the May 26, 2020 City Council meeting Mayor Pro Tempore Pezold brought forward for discussion a request to establish local campaign contribution limits in the City; and

WHEREAS, following Mayor Pro Tempore Pezold's PowerPoint presentation, review of campaign contribution limit ordinances enacted by surrounding jurisdictions, and discussion and deliberation, the City Council voted 4-1 (Mayor Heft opposed) to approve Mayor Pro Tem Pezold's Recommendation No. 2 listed in the Agenda Report, directing the City Attorney to prepare a proposed campaign contribution ordinance for City Council adoption by adapting the Laguna Woods sample campaign contribution ordinance for use in Laguna Hills, subject to changing the campaign contribution limit to \$1,000, and adding in the Government Code section 82047 definition of "Person".

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. Chapter 1.40 (Campaign Contribution Limits) is hereby added to Title 1 (General Provisions) of the Laguna Hills Municipal Code, which shall read as follows:

Chapter 1.40**CAMPAIGN CONTRIBUTION LIMITS**

Sections:

- 1-40.010 Purpose and intent.
- 1-40.020 Relation to the Political Reform Act.
- 1-40.030 Definitions.
- 1-40.040 Single-election limit.

1-40.010 Purpose and intent.

The purpose and intent of this chapter is to prevent corruption and the appearance of corruption in City Council candidates' electoral campaigns that can arise where unlimited campaign contribution amounts may be made to candidates by a single source for election to the City Council, and to ensure an environment in the City of Laguna Hills wherein all City Council candidates are placed on an equal plane relative to the amount of campaign contributions received by them from a single source, and further to ensure that the amount contributed by any person does not materially influence the outcome of any election. In furtherance of that goal, a reasonable campaign contribution limitation is hereby enacted that is similar to those enacted by other communities that are similar to Laguna Hills. In those communities, such limitations have not inhibited city council candidates' ability to conduct meaningful and effective campaigns, but they have limited the appearance and incidents of corruption that have been experienced. To achieve this purpose, this chapter imposes a maximum limitation on the amount of campaign contributions which may be received by candidates from a single source for an elective city office campaign.

1-40.020 Relation to the Political Reform Act.

This chapter is intended to be a supplement to and in no way conflict with the Political Reform Act of 1974. Unless otherwise defined in this chapter, words and phrases shall have the same meaning herein as that given to them by the Political Reform Act of 1974, as the same may be, from time to time, amended.

1-40.030 Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

“Contribution” means any payment made for political purposes for which full and adequate consideration is not made to the donor.

1. A contribution includes:

- a. Any goods or services received by or requested by a City Council candidate or their candidate controlled committee, at no charge or at a discount from the fair market value, unless the discount is given in the regular course of business to members of the public.
 - b. Cash.
 - c. A loan or an extension of credit for more than 30 days, other than loans from financial institutions given in the normal course of business.
- 2. Payment made for political purposes is a payment made:
 - a. For the purpose of influencing or attempting to influence the action of the voters for or against the nomination or election of a City Council candidate; or
 - b. Received by or made at the request of a City Council candidate or their candidate controlled committee.
- 3. Payments for communications to members, employees, shareholders, or families of members, employees, or shareholders of an organization for the purpose of supporting or opposing a candidate or a ballot measure are not contributions, provided those payments are not made for general public advertising such as broadcasting, billboards, and newspaper advertisements.

“City Council candidate” means an individual who is listed on the ballot or who has qualified to have write-in votes on their behalf counted by election officials, for nomination for or election to the Laguna Hills City Council, or who receives a contribution or makes an expenditure or gives their consent for any other person to receive a contribution or make an expenditure with a view to bringing about their nomination or election to the Laguna Hills City Council, whether or not they have announced their candidacy or filed a declaration of candidacy at such time. The term “candidate” also includes any City Council member who is the subject of a recall election. An individual who becomes a candidate for the Laguna Hills City Council shall retain their status as a candidate until such time as that status is terminated pursuant to Government Code § 84214.

“Person” means any individual, proprietorship, firm, partnership, joint venture, syndicate, business trust, company, corporation, limited liability company, association, committee, political action committee, labor union, and any other organization or group of persons acting in concert.

1-40.040 Single-election limit.

No person shall make, and no City Council candidate or candidate controlled committee shall solicit or accept from any person, any contribution of more than \$1,000.00 in any single election. The provisions of this section shall not apply to a candidate's contribution of their personal funds, community property funds or domestic partnership funds to their own candidate controlled committee, but shall apply to separate property contributions from the candidate's spouse or domestic partner.

SECTION 2. 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 3. The City Clerk shall certify to the adoption of this Ordinance and cause the same to be posted at the duly designated posting places within the City and published once within fifteen days after passage and adoption as may be required by law; or, in the alternative, the City Clerk may cause to be published a summary of this Ordinance and a certified copy of the text of this Ordinance shall be posted in the Office of the City Clerk five days prior to the date of adoption of this Ordinance; and, within fifteen days after adoption, the City Clerk shall cause to be published, the aforementioned summary and shall post a certified copy of this Ordinance, together with the vote for and against the same, in the Office of the City Clerk.

PASSED, APPROVED, AND ADOPTED this 14th day of July 2020.

JANINE HEFT, 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. 2020-X was duly introduced and
placed upon its first reading at a Regular Meeting of the City Council on the 23rd day of
June 2020, and that thereafter, said Ordinance was duly adopted and passed at a Regular
Meeting of the City Council held on the 14th day of July 2020, 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. 2020-X, being:

AN ORDINANCE OF THE CITY OF LAGUNA HILLS,
CALIFORNIA, ADDING CHAPTER 1-40 TO TITLE 1
(GENERAL PROVISIONS) OF THE LAGUNA HILLS
MUNICIPAL CODE RELATING TO CAMPAIGN
CONTRIBUTION LIMITS FOR ELECTIVE CITY OFFICE

on the 2nd day of July 2020, was published in the Saddleback Valley News; and was, in compliance with City Resolution No. 2004-05-25-2, by the 2nd day of July 2020, 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



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: June 23, 2020

TO: Mayor and Council Members

FROM: Gregory E. Simonian
City Attorney

ISSUE: Ordinance Adding Chapter 1-40 to the Laguna Hills Municipal Code Relating to Campaign Contribution Limits for Elective City Office

RECOMMENDATION: That the City Council 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, adding Chapter 1-40 to Title 1 (General Provisions) of the Laguna Hills Municipal Code relating to Campaign Contribution Limits for Elective City Office."

SUMMARY:

As directed by the City Council on May 26, 2020, an Ordinance has been prepared that adds new Chapter 1-40 to the Laguna Hills Municipal Code prohibiting contributions by any person of more than \$1,000 to a City Council candidate or their candidate-controlled committee in a single election.

BACKGROUND:

At the May 26, 2020 City Council meeting, Mayor Pro Tem Pezold brought forward an agenda item regarding the establishment of local campaign contribution limits. Two recommendations were presented for Council consideration: (1) Direct the City Clerk and the City Attorney to research the issue of local campaign contribution limits and to prepare a report providing the City Council with more information regarding the law, options, and recommendations for establishing a local campaign contribution limit ordinance; or, in the alternative, (2) Direct the City Attorney to instead prepare a

Ordinance Adding Chapter 1-40 Relating to Campaign Contributions Limits

June 23, 2020

Page 2

proposed campaign contribution ordinance for City Council consideration by adapting a sample ordinance for use in Laguna Hills.

Following a PowerPoint presentation by Mayor Pro Tem Pezold and after discussion and deliberation, the City Council voted 4-1 (Mayor Heft opposed), to approve Mayor Pro Tem Pezold's Recommendation No. 2 listed in the Agenda Report, directing the City Attorney to prepare a campaign contribution ordinance by adapting the Laguna Woods sample campaign contribution ordinance for use in Laguna Hills, subject to changing the limit to \$1,000, and adding in the Government Code section 82047 definition of "Person".

DISCUSSION:

Prior to the 2019 enactment of Assembly Bill 571 ("AB 571"), state law did not limit individual contributions to candidates for city council or other local elected offices. Cities were authorized, but not required, to adopt local limits on campaign contributions. The City of Laguna Hills currently does not have, nor has it ever had, any locally enacted campaign contribution limits. As such, a person has been able to contribute any amount that he or she chooses to a candidate for the Laguna Hills City Council. Effective January 1, 2021, the City of Laguna Hills will be subject to the statutory default campaign contribution limit imposed by AB 571 (currently set at \$4,700 per person per election), unless the City Council adopts its own local campaign contribution ordinance.

At the May 26, 2020, City Council meeting, Mayor Pro Tem Pezold brought forward for discussion a request to establish local campaign contribution limits in the City of Laguna Hills. Following Mayor Pro Tem Pezold's PowerPoint presentation, review of campaign contribution limit ordinances enacted by surrounding jurisdictions and deliberation, the City Council voted 4-1 (Mayor Heft opposed) to approve Mayor Pro Tem Pezold's Recommendation No. 2 listed in the Agenda Report, directing the City Attorney to prepare a campaign contribution ordinance for City Council approval by adapting the Laguna Woods sample campaign contribution ordinance for use in Laguna Hills, subject to changing the limit to \$1,000, and adding in the Government Code section 82047 definition of "Person".

A Laguna Hills campaign contribution limits Ordinance has been prepared in accordance with the City Council's direction. It is derivative of Chapter 1.14 – Campaign Contribution Limits of the Laguna Woods Municipal Code with minor modifications, such as:

Ordinance Adding Chapter 1-40 Relating to Campaign Contributions Limits

June 23, 2020

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- The statement of purpose and intent is expanded to include language related to placement of all City Council candidates on an equal plane relative to the amount of campaign contributions they receive from a single source.
- A new section is added explaining the relationship between the local campaign contribution ordinance and the Political Reform Act.
- Gender pronouns are updated (i.e., “his” changed to “their”).
- A definition of “person” is added which tracks the definition set forth in Government Code section 82047, but also expressly adds the terms “political action committee” and “labor union” within the definition of person to clarify the scope of the campaign contribution limit, as requested by Council Member Sedgwick.
- A campaign contribution limit of \$1,000 per person per election is imposed.
- Language is added clarifying that the payment in excess of the local limit by a person *and* the solicitation and acceptance of any such payment by a candidate or their candidate-controlled committee is prohibited.

The \$1,000 campaign contribution limit takes effect on the 31st day following Ordinance adoption and will apply to the November 3, 2020, general municipal election. If no action is taken, campaign contributions to candidates for City Council would remain unrestricted until January 1, 2021, when the AB 571 statutory default limit of \$4,700 becomes effective.

As with other violations of the Laguna Hills Municipal Code, violations of the proposed Ordinance would be a misdemeanor and enforcement action taken pursuant to the provisions of LHMC Chapter 1-32 (Violation of municipal code – Misdemeanor). A misdemeanor offense is punishable by imprisonment in the county jail not exceeding six months, or by fine not exceeding one thousand dollars (\$1,000), or by both. (California Penal Code section 19).

AUTHORITY:

The following provisions of state law authorize cities to impose local campaign contribution limits for elective city office:

Ordinance Adding Chapter 1-40 Relating to Campaign Contributions Limits

June 23, 2020

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- Elections Code section 10202 (Limitations on contributions in municipal elections), which provides that a city may, by ordinance, limit campaign contributions in municipal elections.
- Government Code section 85703 (Local jurisdiction limitations).
- Assembly Bill 571, effective January 1, 2020 (amending Government Code 85301 and adding Government Code section 85702.5, which provides that a city may, by ordinance, impose a limit on contributions to a candidate for elective city office that is different from the limit set forth in subdivision (d) of Section 85301.)

ATTACHMENTS:

- Proposed Ordinance
- May 26, 2020, Agenda Item 7.1.1 - Mayor Pro Tempore Pezold's Agenda Report
- May 26, 2020, Agenda Item 7.1.1 - Mayor Pro Tempore Pezold's PowerPoint Presentation

ORDINANCE NO. 2020-X

AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ADDING CHAPTER 1-40 TO TITLE 1 (GENERAL PROVISIONS) OF THE LAGUNA HILLS MUNICIPAL CODE RELATING TO CAMPAIGN CONTRIBUTION LIMITS FOR ELECTIVE CITY OFFICE

THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, HEREBY FINDS AND DETERMINES AS FOLLOWS:

WHEREAS, effective January 1, 2021, campaign contributions made to candidates running for elective office in the City of Laguna Hills ("City") will be subject to the new statutory default campaign contribution limits imposed by Assembly Bill 571 (currently set at \$4,700 per person per election), unless the City enacts its own local campaign contribution limit; and

WHEREAS, at the May 26, 2020 City Council meeting Mayor Pro Tempore Pezold brought forward for discussion a request to establish local campaign contribution limits in the City; and

WHEREAS, following Mayor Pro Tempore Pezold's PowerPoint presentation, review of campaign contribution limit ordinances enacted by surrounding jurisdictions, and discussion and deliberation, the City Council voted 4-1 (Mayor Heft opposed) to approve Mayor Pro Tempore Pezold's Recommendation No. 2 listed in the Agenda Report, directing the City Attorney to prepare a proposed campaign contribution ordinance for City Council adoption by adapting the Laguna Woods sample campaign contribution ordinance for use in Laguna Hills, subject to changing the campaign contribution limit to \$1,000, and adding in the Government Code section 82047 definition of "Person".

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. Chapter 1.40 (Campaign Contribution Limits) is hereby added to Title 1 (General Provisions) of the Laguna Hills Municipal Code, which shall read as follows:

Chapter 1.40**CAMPAIGN CONTRIBUTION LIMITS**

Sections:

- 1-40.010 Purpose and intent.
- 1-40.020 Relation to the Political Reform Act.
- 1-40.030 Definitions.
- 1-40.040 Single-election limit.

1-40.010 Purpose and intent.

The purpose and intent of this chapter is to prevent corruption and the appearance of corruption in City Council candidates' electoral campaigns that can arise where unlimited campaign contribution amounts may be made to candidates by a single source for election to the City Council, and to ensure an environment in the City of Laguna Hills wherein all City Council candidates are placed on an equal plane relative to the amount of campaign contributions received by them from a single source, and further to ensure that the amount contributed by any person does not materially influence the outcome of any election. In furtherance of that goal, a reasonable campaign contribution limitation is hereby enacted that is similar to those enacted by other communities that are similar to Laguna Hills. In those communities, such limitations have not inhibited city council candidates' ability to conduct meaningful and effective campaigns, but they have limited the appearance and incidents of corruption that have been experienced. To achieve this purpose, this chapter imposes a maximum limitation on the amount of campaign contributions which may be received by candidates from a single source for an elective city office campaign.

1-40.020 Relation to the Political Reform Act.

This chapter is intended to be a supplement to and in no way conflict with the Political Reform Act of 1974. Unless otherwise defined in this chapter, words and phrases shall have the same meaning herein as that given to them by the Political Reform Act of 1974, as the same may be, from time to time, amended.

1-40.030 Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

“Contribution” means any payment made for political purposes for which full and adequate consideration is not made to the donor.

1. A contribution includes:

- a. Any goods or services received by or requested by a City Council candidate or their candidate controlled committee, at no charge or at a discount from the fair market value, unless the discount is given in the regular course of business to members of the public.
 - b. Cash.
 - c. A loan or an extension of credit for more than 30 days, other than loans from financial institutions given in the normal course of business.
- 2. Payment made for political purposes is a payment made:
 - a. For the purpose of influencing or attempting to influence the action of the voters for or against the nomination or election of a City Council candidate; or
 - b. Received by or made at the request of a City Council candidate or their candidate controlled committee.
- 3. Payments for communications to members, employees, shareholders, or families of members, employees, or shareholders of an organization for the purpose of supporting or opposing a candidate or a ballot measure are not contributions, provided those payments are not made for general public advertising such as broadcasting, billboards, and newspaper advertisements.

“City Council candidate” means an individual who is listed on the ballot or who has qualified to have write-in votes on their behalf counted by election officials, for nomination for or election to the Laguna Hills City Council, or who receives a contribution or makes an expenditure or gives their consent for any other person to receive a contribution or make an expenditure with a view to bringing about their nomination or election to the Laguna Hills City Council, whether or not they have announced their candidacy or filed a declaration of candidacy at such time. The term “candidate” also includes any City Council member who is the subject of a recall election. An individual who becomes a candidate for the Laguna Hills City Council shall retain their status as a candidate until such time as that status is terminated pursuant to Government Code § 84214.

“Person” means any individual, proprietorship, firm, partnership, joint venture, syndicate, business trust, company, corporation, limited liability company, association, committee, political action committee, labor union, and any other organization or group of persons acting in concert.

1-40.040 Single-election limit.

No person shall make, and no City Council candidate or candidate controlled committee shall solicit or accept from any person, any contribution of more than \$1,000.00 in any single election. The provisions of this section shall not apply to a candidate's contribution of their personal funds, community property funds or domestic partnership funds to their own candidate controlled committee, but shall apply to separate property contributions from the candidate's spouse or domestic partner.

SECTION 2. 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 3. The City Clerk shall certify to the adoption of this Ordinance and cause the same to be posted at the duly designated posting places within the City and published once within fifteen days after passage and adoption as may be required by law; or, in the alternative, the City Clerk may cause to be published a summary of this Ordinance and a certified copy of the text of this Ordinance shall be posted in the Office of the City Clerk five days prior to the date of adoption of this Ordinance; and, within fifteen days after adoption, the City Clerk shall cause to be published, the aforementioned summary and shall post a certified copy of this Ordinance, together with the vote for and against the same, in the Office of the City Clerk.

PASSED, APPROVED, AND ADOPTED this ____ day of ____ 2020.

JANINE HEFT, 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. 2020-X was duly introduced and
placed upon its first reading at a Regular Meeting of the City Council on the 23rd day of
June 2020, and that thereafter, said Ordinance was duly adopted and passed at a Regular
Meeting of the City Council held on the ___ day of _____ 2020, 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. 2020-X, being:

AN ORDINANCE OF THE CITY OF LAGUNA HILLS,
CALIFORNIA, ADDING CHAPTER 1-40 TO TITLE 1
(GENERAL PROVISIONS) OF THE LAGUNA HILLS
MUNICIPAL CODE RELATING TO CAMPAIGN
CONTRIBUTION LIMITS FOR ELECTIVE CITY OFFICE

on the ___ day of _____ 2020, was published in the Saddleback Valley News; and was, in compliance with City Resolution No. 2004-05-25-2, on the ___ day of _____ 2020, 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



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: May 26, 2020

TO: Mayor and Council Members

FROM: Erica Pezold
Council Member

ISSUE: Establishing Local Campaign Contribution Limits for Elective City Office

RECOMMENDATION: Mayor Pro Tempore Pezold recommends that the City Council: (1) Direct the City Clerk and the City Attorney to research the issue of local campaign contribution limits and to prepare a report providing the City Council with more information regarding the law, options, and recommendations for establishing a local campaign contribution limit ordinance; or, in the alternative, (2) Direct the City Attorney to instead prepare a proposed campaign contribution ordinance for City Council consideration by adapting a sample Ordinance for use in Laguna Hills.

SUMMARY:

The City of Laguna Hills currently does not have, nor has it ever had, any locally enacted campaign contribution limits. As such, a person has been able to contribute any amount that he or she chooses to a candidate for the Laguna Hills City Council. If the City Council doesn't act to impose local campaign contribution limits, this will continue to be the case until the new AB 571 default limit becomes effective on January 1, 2021. However, if the City Council were to adopt its own local campaign contribution ordinance, the local limit could become effective prior to the November 3, 2020, general election. As Mayor Pro Tempore, it is my recommendation that the City Council enact a campaign contribution limit so that it becomes effective prior to the next election.

BACKGROUND:

Under existing law, cities have the ability to adopt campaign contribution ordinances that apply to elections within their jurisdictions. Cities generally have a significant

Establishing Local Campaign Contribution Limits for Elective City Office

May 26, 2020

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amount of latitude when developing local campaign contribution ordinances that apply to elections in those cities' jurisdiction. Such campaign contribution ordinances adopted by cities in California vary significantly in terms of their scope. Some local ordinances are very limited and short, while others are much more extensive and complex.

As previously advised by the City Attorney, effective January 1, 2021, Assembly Bill 571 establishes for the first-time default campaign contribution limits for candidates running for elective county and city office at the same level as the limit on campaign contributions from individuals to candidates running for elective state office. The current limit under this provision is \$4,700 per contributor per election. Beginning on January 1, 2021, local campaign contributions made to candidates running for elective county and city office will be limited to the same cap imposed on the elective state offices of Assembly and Senate, unless cities have established their own local limitation.

This new law, however, permits a city to establish its own local campaign contributions limits, whether higher or lower, which would prevail over the new statutory default limits. The City of Laguna Hills currently does not have, nor has it ever had, any locally enacted campaign contribution limits; therefore, the default limits will apply to Laguna Hills starting January 1, 2021, unless the City Council takes action to adopt its own local campaign contribution limit. Under Assembly Bill 571, cities may establish their own different campaign contribution limit that is more precisely tailored to the needs of their community.

I will be presenting a brief PowerPoint Presentation along with some background information on this issue, as well as providing the City Council with some sample ordinances adopted by other South County cities for review and consideration.

FISCAL IMPACT:

Staff time and City Attorney time associated with researching this issue further and preparing a Staff Report that provides more information, if so directed, or staff time and City Attorney time to research and prepare a proposed ordinance based on a sample ordinance selected by the City Council and adapted for use in Laguna Hills, as directed by Council.

ATTACHMENTS:

- Sample Ordinance - Laguna Woods, CA Code of Ordinances - Chapter 1.14 - Campaign Contribution Limits

CHAPTER 1.14. - CAMPAIGN CONTRIBUTION LIMITS

Footnotes:

--- (3) ---

State Law reference— *Municipal authority to limit campaign contributions in municipal elections, Elections Code § 10202, Government Code § 85703; limitations on contributions, Government Code § 85100 et seq.*

Sec. 1.14.010. - Purpose and intent.

The purpose and intent of this chapter is to prevent corruption and the appearance of corruption in City Council candidate's electoral campaigns that can arise where unlimited contributions may be made to candidates for election to the City Council. In furtherance of that goal, a reasonable campaign contribution limitation is hereby enacted that is similar to those enacted by other communities that are similar to Laguna Woods. In those communities, such limitations have not inhibited City Council candidates' ability to conduct meaningful and effective campaigns, but they have limited the appearance and incidents of corruption that have been experienced.

(Ord. No. 00-09, § 1(2.05.010), 12-20-2000)

Sec. 1.14.020. - Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

- (05) *Contribution* means any payment made for political purposes for which full and adequate consideration is not made to the donor.
- (1) A contribution includes:
- Any goods or services received by or requested by a City Council candidate at no charge or at a discount from the fair market value, unless the discount is given in the regular course of business to members of the public.
 - Cash.
 - A loan or an extension of credit for more than 30 days, other than loans from financial institutions given in the normal course of business.
- (2) Payment made for political purposes is a payment made:
- For the purpose of influencing or attempting to influence the action of the voters for or against the nomination or election of a City Council candidate; or
 - Received by or made at the request of a City Council candidate.
- (3) Payments for communications to members, employees, shareholders, or families

of members, employees, or shareholders of an organization for the purpose of supporting or opposing a candidate or a ballot measure are not contributions, provided those payments are not made for general public advertising such as broadcasting, billboards, and newspaper advertisements.

- (10) *City Council candidate* means an individual who is listed on the ballot or who has qualified to have write-in votes on his behalf counted by election Officials, for nomination for or election to the Laguna Woods City Council, or who receives a contribution or makes an expenditure or gives his consent for any other person to receive a contribution or make an expenditure with a view to bringing about his nomination or election to the Laguna Woods City Council, whether or not he has announced his candidacy or filed a declaration of candidacy at such time. The term "candidate" also includes any City Councilmember who is the subject of a recall election. An individual who becomes a candidate for the Laguna Woods City Council shall retain his status as a candidate until such time as that status is terminated pursuant to Government Code § 84214.

(Ord. No. 00-09, § 1(2.05.020), 12-20-2000)

Sec. 1.14.030. - Single-election limit.

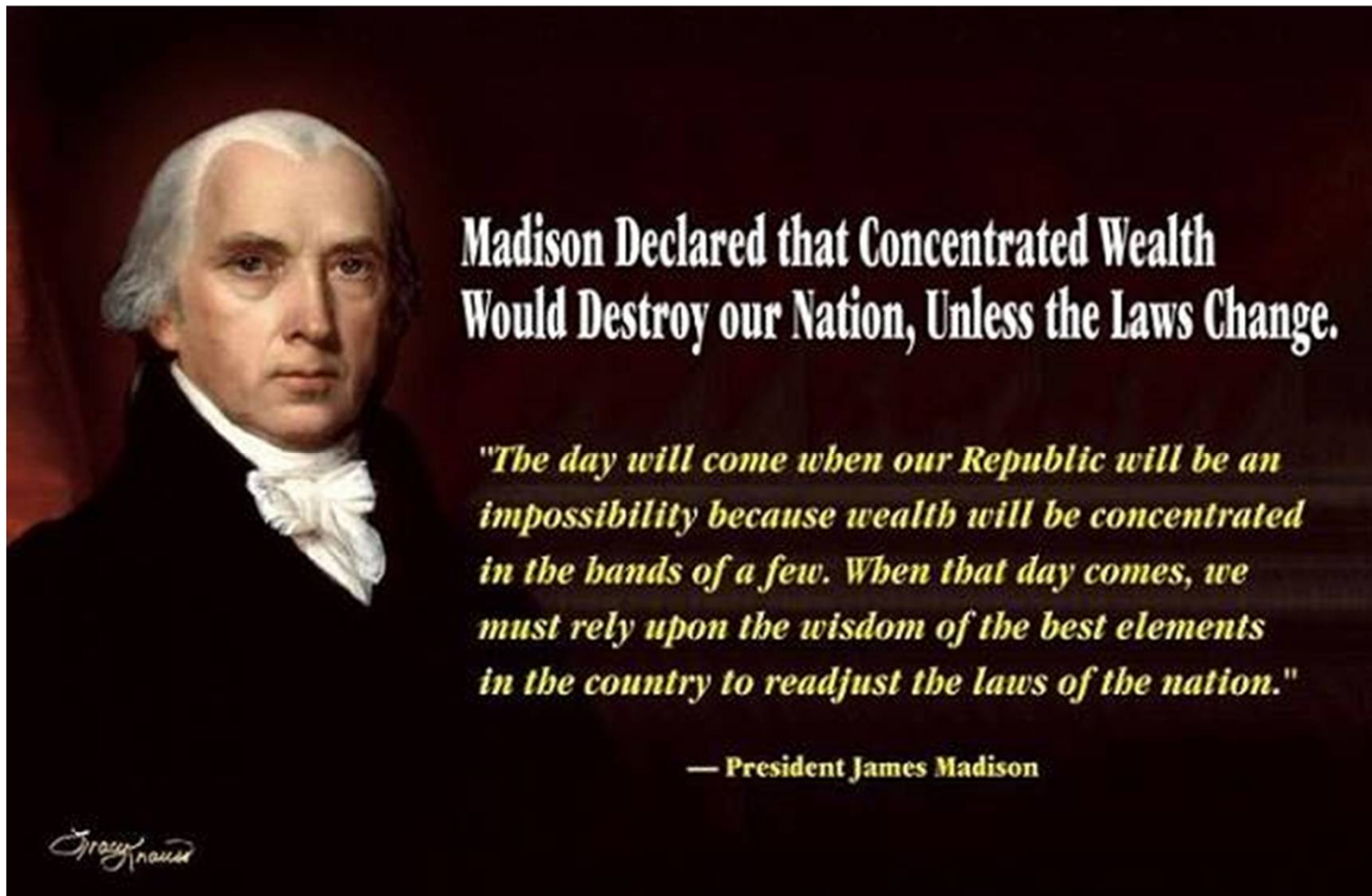
No person may contribute more than \$250.00 to any candidate for office in the City or to any candidate controlled committee for a candidate for office in the City in any single election. The provisions of this section shall not apply to a candidate's contribution of his/her personal funds, community property funds or domestic partnership funds to his/her own campaign committee, but shall apply to separate property contributions from the candidate's spouse or domestic partner.

(Ord. No. 00-09, § 1(2.05.030), 12-20-2000; Ord. No. 07-05, § 1, 11-14-2007)



PROPOSED CAMPAIGN CONTRIBUTION RESTRICTION ORDINANCE LAGUNA HILLS

By: Mayor Pro Tem Erica Pezold





Thomas Jefferson

When once a Republic is corrupted, there is no possibility of remedying any of the growing evils but by removing the corruption and restoring its lost principles; every other correction is either useless or a new evil.

AZ QUOTES



Founding Fathers' Concern

- Regardless of which side a Founding Father leaned, corruption was a grave, valid, and united concern of each of them.

Campaign Finance History

- Campaign Finance Regulations are not novel and, in fact, not uncommon. They started in 1757 after our first president, George Washington, purchased \$195 of hard cider for friends before an election. The largely negative publicity caused the legislature to intervene and started the long history of Campaign Finance Restrictions that ensued at the federal level.



Campaign Finance Restriction History

Pre-Federal Elections Campaign Act

- **1757:** legislature passed a law prohibiting candidates, or persons on their behalf, from giving voters "money, meat, drink, entertainment or provision ...any present, gift, reward or entertainment, etc. in order to be elected."
- **1867:** Congress passed a naval appropriations bill that made it illegal for government officials to solicit naval yard workers for money. This marked the first time the federal government specifically tried to regulate campaign finance.
- **1883:** The Pendleton Civil Service Reform Act was passed, making it illegal for government officials to solicit contributions from any civil service workers, or award these positions on anything but merit.
- **1905:** President Theodore Roosevelt called for "vigorous measures to eradicate" perceived political corruption and suggested that "contributions by corporations to any political committee or for any political purpose should be forbidden by law".
- **1907:** The Tillman Act was passed, making contributions to federal candidates by corporations and national banks illegal.
- **1910:** The Federal Corrupt Practices Act was passed, which required House candidates to disclose their finances. One year later, Senate and primary candidates also were required to disclose their finances, and expenditure limits were set for all congressional candidates.
- **1921:** In *Newberry v. United States*, the Supreme Court rules that the Federal Corrupt Practices Act is unconstitutional because the Constitution does not grant Congress the authority to regulate political parties or federal primary elections. As a result, spending limits were not longer required in Congressional elections.
- **1925:** Congress amends the Federal Corrupt Practices Act to include a ban on any corporation contribution to a federal campaign, candidates must disclose the source of contribution greater than \$50, patronage is prohibited, and Senate candidates can spend \$0.03 for each voter based on the previous election up to \$25,000. House candidates are limited to \$5,000.
- **1935:** The Public Utilities Holding Act is passed, prohibiting public utility companies from contributing to federal campaigns.
- **1939:** The Hatch Act is passed, which bans most federal employees from contributing to candidates in national elections and from participating in political activities or campaigns.
- **1943:** The Smith-Connally Act is passed, which prohibited unions from contributing to federal candidates. Prior to this law, unions had been using dues as political donations. The first political action committee (PAC) is established by the Congress of Industrial Organization, and union members voluntarily contribute to the PAC independent of the union.
- **1947:** The Taft-Hartley Act is passed, which banned corporations and unions from even making independent expenditures in federal political campaigns. As long as candidates promised not to use their primary money during the general election campaign or collect private donations, they could campaign with publicly funded dollars.
- **1967:** Congress officially begins to collect campaign finance reports, despite it being law for nearly 50 years.

Campaign Finance Restriction History

Federal Election Campaign Act

1971 Election laws: The Federal Election Campaign Act (FECA) of 1971 and the 1971 Revenue Act were passed, initiating fundamental changes in campaign finance laws. FECA required full reporting of campaign contributions and expenditures and also limited spending on media advertisements. In addition, FECA provided the legislative framework for PACs established by unions and corporations, which allowed unions and corporations to use treasury funds to establish, operate and solicit voluntary contributions for the PAC to be used in federal races.

- **1974 Amendments:** Following the documentation of campaign abuses in the 1972 elections, the Federal Election Commission (FEC) was established and given jurisdiction in civil enforcement, authority to write regulations and responsibility for monitoring compliance with FECA.
- **Buckley v. Valeo:** Portions of the 1974 amendments were challenged as unconstitutional, and a lawsuit was filed by Senator James L. Buckley against the Secretary of the Senate, Francis R. Valeo. The Court upheld contribution limits, but overturned expenditure limits, saying that limiting expenditures would limit the quantity of campaign speech, which in turn violated First Amendment rights. In addition, provisions of the law regarding public funding, disclosure and record keeping were upheld. The Court also found that the method of appointing members to the FEC violated the principle of separation of powers.
- **1976 Amendments:** In response to the Court's ruling, Congress repealed expenditure limits and revised the method of appointing Commissioners. Beginning in 1976, the President appointed six Commissioners, to be confirmed by the Senate. These amendments also included provisions to limit the scope of PAC fundraising by corporations and labor organizations by specifying who could be solicited for contributions, and how those solicitations could be conducted. In addition, a single contribution limit was adopted for all PACs established by the same union or corporation.
- **1979 Amendments:** Following the 1976 and 1978 elections, Congress further amended the law to include provisions to simplify reporting requirements, encourage party activity at state and local levels and increased public funding grants for Presidential nominating conventions.[3]

Campaign Finance Restriction History

Post-Federal Elections Campaign Act

- **1990:** The Supreme Court ruled on Austin v. Michigan Chamber of Commerce, stating that Michigan's law banning corporations from using company money for independent expenditures was constitutional.
- **1992:** President George H.W. Bush vetoed a bill that sought to provide partial public financing for congressional candidates.
- **2002:** The McCain-Feingold Bipartisan Campaign Reform Act (BCRA) was passed, which sought to limit the use of "soft money." Soft money is money raised by national parties and political action committees for "get out the vote" campaign efforts and other organization-building activities. This money wasn't regulated by the federal government, and parties were raising unlimited funds for these activities but using them for purposes aside from voter registration. Notably, 501(c) and 527 organizations were exempted from the soft money ban, though they were banned from running ads prior to primaries and elections, and from providing direct advocacy for a candidate.
- **2003:** The BCRA was sent to the Supreme Court via suits filed by Kentucky Senator Mitch McConnell (R), the California Democratic Party and National Rifle Association, under the complaint that the law was too broad and limited their First Amendment rights. The Court upheld the law in McConnell v. The Federal Election Commission.
- **2006:** The Supreme Court ruled Vermont's strict caps on campaign contributions unconstitutional in Randall v. Sorrell, saying it violated the First Amendment.
- **2007:** The Supreme Court reversed their on issue ads in McConnell v. Federal Election Commission in Federal Election Commission v. Wisconsin Right to Life, Inc., saying that limits on electioneering spending by nonprofits were unconstitutional.
- **2008:** Senator Barack Obama became the first presidential candidate from a major party not to take public financing for the general election, citing a broken system for his actions.

Campaign Finance Restriction History

Citizens United and McCutcheon

•**2010:** In Citizens United v. FEC, the Supreme Court held that independent expenditures by corporations and labor unions were protected by the First Amendment, which struck down BCRA provisions that banned these types of expenditures. A few months later, the decision from Citizens United was applied to Speechnow.org v. FEC in the D.C. Circuit Court of Appeals. Judges decided arguments that unlimited independent expenditures would lead to corruption were invalid after the Citizens United decision.

•**2012:** For the first time, both presidential candidates did not accept public financing. Also, the Supreme Court decided that Citizens United applied to Montana's 1912 legislation banning direct corporate political spending in American Tradition Partnership v. Bullock.^{[1][2]}

•**2014:** The recent Supreme Court decision in McCutcheon v. FEC ruled that aggregate contribution limits infringed on First Amendment rights. This decision removes a cap on the amount of money any single donor, including PACs, can give to candidates or party committees. Previously, the limit had been a total of \$48,600 every two years for all federal candidates and an aggregate of \$74,600 to political parties and committees. There is no limit to the number of PACs that can exist, so donors could theoretically increase their contributions to certain candidates considerably if they had enough PACs supporting them. The base limits for campaign contributions of \$2,600 for individual candidates and \$5,000 for PACs remain in effect.

The Limits

The charts below show the current limits per contributor for state offices and committees. The primary, general, special, and special run-off elections are considered separate elections. Contribution limits to candidates apply to each election. Contribution limits to officeholders and other committees apply on a calendar year basis. To view a printable version of the charts below,  [click here](#).

In addition to state laws, contribution limits are also imposed in many California cities, counties and districts. Local ordinances are posted [here](#). All information should be verified with the elections agency within the local jurisdiction.

2019-2020 Contribution Limits to State Candidates Per Election

Candidate or Officeholder	Contributor Sources		
	Person (individual, business entity, committee/PAC)	Small Contributor Committee (see definition below)	Political Party
Senate and Assembly	\$4,700	\$9,300	No Limit
CalPERS/CalSTRS	\$4,700	\$9,300	No Limit
Lt. Governor, Secretary of State, Attorney General, Treasurer, Controller, Supt. of Public Instruction, Insurance Commissioner, and Board of Equalization	\$7,800	\$15,500	No Limit
Governor	\$31,000	\$31,000	No Limit

CAMPAIGN CONTRIBUTION LIMITS ON THE STATE LEVEL

Local Level Campaign Contribution Restrictions

AB 571 establishes new statutory default campaign contribution limits for elective County and City offices effective January 1, 2021, which created donation capping at \$4,700 per election.

AB 571

- Stresses the importance of campaign finance limits.
- Does not cater to each individual city.
 - A campaign contribution of \$4,700 is logical for larger cities that may not have restrictions for campaign donations.
 - In the case of Laguna Hills, \$4,700 could be enough to cover an election for a candidate.
- It does provide each city the opportunity to exercise their local right to govern itself and create a campaign finance ordinance that makes sense and caters to its respective city.

Primary Purpose of Campaign Contribution Limits



- It encourages a broad donor base.
- Ensures candidates have a level campaign ground.
- Ensures that major donors do not influence elected officials.
- Assists in preventing dishonesty or fraud by those in power, typically involving bribery. i.e., corruption.
- Assists in preventing the appearance of corruption.

•Agoura Hills	•Cypress	•Healdsburg	•Mountain View	•San Anselmo	Beach	•Woodland
•American Canyon	•Dana Point	•Hermosa Beach	•Murrieta	•San Diego	•Sonoma	•Yorba Linda
•Anaheim	•Davis	•Huntington Beach	•Newark	•San Fernando	•South Gate	
•Arcata	•Del Mar	•Irvine	•Newport Beach	•San Jose	•South Pasadena	
•Barstow	•Desert Hot Springs	•La Mesa	•Novato	•San Juan Capistrano	•Sunnyvale	
•Bell Gardens	•Downey	•Laguna Beach	•Oakland	•San Luis Obispo	•Temecula	
•Belmont	•Dublin	•Laguna Niguel	•Orange	•San Marcos	•Thousand Oaks	
•Benicia	•East Palo Alto	•Laguna Woods	•Oxnard	•San Mateo	•Torrance	
•Berkeley	•El Monte	•Lancaster	•Pacific Grove	•San Rafael	•Turlock	
•Beverly Hills	•El Segundo	•Lemon Grove	•Pacifica	•San Ramon	•Ukiah	
•Brentwood	•Encinitas	•Livermore	•Palmdale	•Santa Ana	•Union City	
•Burbank	•Escondido	•Long Beach	•Palo Alto	•Santa Barbara	•Upland	
•Burlingame	•Eureka	•Los Angeles	•Pasadena	•Santa Clara	•Ventura	
•California City	•Fillmore	•Lynwood	•Patterson	•Santa Clarita	•Victorville	
•Capitola	•Folsom	•Malibu	•Petaluma	•Santa Cruz	•Vista	
•Carlsbad	•Fountain Valley	•Manhattan Beach	•Pinole	•Santa Rosa	•Walnut Creek	
•Chico	•Fremont	•Marina	•Pleasant Hill	•Santee	•Watsonville	
•Chula Vista	•Fresno	•Mateo	•Pleasanton	•Sausalito	•West Covina	
•Claremont	•Galt	•Menlo Park	•Pomona	•Seal Beach	•West Hollywood	
•Clovis	•Gardena	•Merced	•Poway	•Scotts Valley	•West Sacramento	
•Commerce	•Gilroy	•Milpitas	•Richmond	•Signal Hill	•Whittier	
•Concord	•Glendale	•Modesto	•Rohnert Park	•Simi Valley	•Windsor	
•Coronado	•Grand Terrace	•Montclair	•Rolling Hills Estates	•Solana		
•Costa Mesa	•Half Moon Bay		•Roseville			
•Cotati	•Hayward		•Sacramento			
•Cudahy						
•Culver City						
•Cupertino						

Cities in the State of California with Campaign Contribution Ordinances

Cities in Orange County that have Campaign Contribution Ordinances

- Anaheim
- Dana Point
- Fountain Valley
- Huntington Beach
- Irvine
- Laguna Beach
- Laguna Niguel
- Laguna Woods
- Newport Beach
- Orange
- San Juan Capistrano
- Santa Ana
- Seal Beach

ORANGE COUNTY CAMPAIGN CONTRIBUTION LIMITS

Local Cities Campaign Population

City	Population	Contribution Limit	CPI
Anaheim	359,339	\$ 2,100.00	Y
Dana Point	34,249	\$ 810.00	Y
Fountain Valley	56,652	\$ 500.00	N
Huntington Beach	203,761	\$ 600.00	N
Irvine	280,202	\$ 530.00	Y
Laguna Beach	23,358	\$ 440.00	Y
Laguna Niguel	66,748	\$ 1,000.00	N
Laguna Woods	16,518	\$ 250.00	N
Newport Beach	87,180	\$ 1,200.00	Y
Orange	141,691	\$ 1,000.00	N
San Juan Capistrano	36,821	\$ 580.00	Y
Santa Ana	337,716	\$ 1,000.00	N
Seal Beach	25,073	\$ 500.00	N

Critiques of Existing Ordinances

- Some are very long.
 - The information may be outdated, i.e., FPPC regulations already cover material.
 - Information may be unnecessary, i.e., penalties and some words do not need to be defined. Consequences already occur if City ordinances are breached.
- Some are too short.
 - Lack proper definitions, i.e., campaign contribution definition and definition of the word person.
 - Lack articulation of purpose in the ordinance.

What is Important to include in a Campaign Contribution Ordinance

- Purpose and Intent: Defining the reason the City considers the ordinance valid.
- Definitions
- Limit
- CPI or No CPI
- Keep the document simple and clear to avoid confusion.

CPI (Consumer Price Index) vs. No CPI

- CPI requires Cities to draft Resolutions every election to reflect CPI.
- No CPI provides the City Council the opportunity to adjust amounts when necessary.
- No CPI saves money for the City.

Definition of the word “Person”

Legal Definition

- The word person can have multiple meanings. Legally, “**Person**” Usually Includes **Entities** Of Any Kind This said, usually the term “**person**” in the law refers to any **human** being and any trust, estate or **entity** that is capable of suing and being sued and entering into contracts.

Government Code

- For purposes of this ordinance, the word “person,” should be defined as follows:
- Government code 82047, “Person” means an individual, proprietorship, firm, partnership, joint venture, syndicate, business trust, company, corporation, limited liability company, association, committee, and any other organization or group of persons acting in concert.

Sample Ordinances

- I recommend choosing an ordinance and directing staff to alter an existing City ordinance and framing it up for our City.
 - Laguna Woods: offers simplicity, and is clear. The only information missing is: A definition for “person,” the contribution limit, and adjustments for wording, to reflect Laguna Hills.

Dollar amount: \$1,000 is the recommended dollar amount.

- It is not too low where we would need to require CPI and, also have reoccurring resolutions every election to address the amount.
- It is not too high, where it would influence an election

IN CONCLUSION

Direct staff to use the Laguna Woods Campaign Contribution Ordinance, and draft an ordinance for Laguna Hills, and include:

Campaign limit of \$1,000

Definition of the word, "person."



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: July 14, 2020
TO: Chair and Agency Members
FROM: Melissa Au-Yeung
Deputy City Manager
ISSUE: Approval of Minutes for June 23, 2020, Regular Meeting

RECOMMENDATION: That the Planning Agency approve the Minutes for the June 23, 2020, Regular Meeting.

ATTACHMENTS:

- 200623 PA Minutes

4. PLANNING AGENCY

Mayor Heft 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 7:17 p.m.

4.1. ROLL CALL OF PLANNING AGENCY MEMBERS

Attendee Name	Title	Status	Arrived
Janine Heft	Chair	Remote	
Erica Pezold	Vice Chair	Present	
Dore J. Gilbert, M.D.	Agency Member	Remote	
Don Sedgwick	Agency Member	Remote	
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 June 9, 2020, Regular Meeting**

Recommendation: That the Planning Agency approve the Minutes for the June 9, 2020, Regular Meeting.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Dore J. Gilbert, M.D., Agency Member
SECONDER:	Erica Pezold, Vice Chair
AYES:	Janine Heft, Chair; Erica Pezold, Vice Chair; Dore J. Gilbert, M.D., Agency Member; Don Sedgwick, 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 Heft reconvened the City Council Meeting at 7:18 p.m. Mayor Pro Tempore Pezold and Council Member Wheeler were present. Mayor Heft, Council Member Gilbert, and Council Member Sedgwick were present via teleconference.



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: July 14, 2020
TO: Mayor and Council Members
FROM: Kenneth H. Rosenfield P.E.
Assistant City Manager/Director of Public Services
ISSUE: Confirmation of 2020 Weed Abatement Cost Report

RECOMMENDATION: That the City Council conduct a Public Hearing regarding the 2020 Weed Abatement Cost Report and adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, confirming the 2020 Weed Abatement Cost Report and providing for the collection of weed abatement assessments on the next regular tax bill levied against the subject parcel for municipal purposes."

SUMMARY:

In accordance with Government Code Section 39560, et seq., this is the time and place that has been fixed by Resolution No. 2020-05-12-6 of the City Council to receive and consider an accounting of the costs associated with weed abatement on each separate parcel of land where removal work has been performed, which report is required by law to be submitted to the City Council for confirmation of all itemized abatement costs. The City Council must conduct a Public Hearing to receive any public comments, complaints, or objections from property owners liable to be assessed for the abatement in connection with the FY 2019/2020 Weed Abatement Program prior to adopting a Resolution confirming the cost report associated with the clearing of properties as authorized. It is recommended that the City Council conduct the Public Hearing and confirm the cost report.

Confirmation of 2020 Weed Abatement Cost Report

July 14, 2020

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BACKGROUND:

The objective of the Weed Abatement Program is to declare by Resolution as a public nuisance and abate all weeds, rubbish, refuse, and dirt upon the streets, sidewalks, parkways, or private property in the City, as identified and described in the 2020 Weed Abatement List. This is done for the purpose of health and safety, management of fire hazards, and to provide a reasonable degree of fire safety to both improved and unimproved properties. The Weed Abatement Program is administered by the Public Services Department under the direction of the Assistant City Manager/Public Services Director. The City Council adopted Resolution Nos. 2020-04-21-1 and 2020-05-12-6 in April and May of this year, respectively, which authorized the annual Weed Abatement Program.

Property owners of properties that were identified as containing materials needing abatement under this program were notified by letter dated April 22, 2020, to clear their properties by May 31, 2020. Extensive public relations efforts were made by staff to reduce the number of properties to be cleared by the City contractor. All properties that had not implemented weed abatement in a timely manner were also contacted by a door hanger and telephone contact to further encourage voluntary abatement compliance. City Staff's extensive efforts to assure private property compliance, in addition to good public response this year, resulted in 542 of the 543 private properties identified for weed abatement clearing their own parcels. One property owner did not abate their weeds and the City performed the necessary weed abatement as described on the attached Cost Report. The City has also completed its annual weed abatement on all public properties throughout the City.

The Weed Abatement Public Hearing Notice for confirmation of 2020 Weed Abatement Cost Report was published and posted as required by State law. It is recommended that the City Council open the Public Hearing, take testimony, close the Public Hearing and adopt the Resolution confirming the Cost Report associated with the clearing of properties as authorized.

Confirmation of 2020 Weed Abatement Cost Report

July 14, 2020

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FISCAL IMPACT:

The total cost to be assessed for the one private property abated is \$1,416.65. This cost is comprised of direct contractor charges and a City \$482.15 per parcel administrative charge. The City will be reimbursed for the \$1,416.65 in costs through property tax collection procedures. Weed Abatement on City owned parcels has proceeded in accordance with the FY 2019/2020 Operating Budget.

ATTACHMENTS:

- Proposed Resolution
- 2020 Weed Abatement Cost Report

RESOLUTION NO. 2020-07-14-X

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, CONFIRMING THE 2020 WEED ABATEMENT COST REPORT AND PROVIDING FOR THE COLLECTION OF WEED ABATEMENT ASSESSMENTS ON THE NEXT REGULAR TAX BILL LEVIED AGAINST THE SUBJECT PARCEL FOR MUNICIPAL PURPOSES

WHEREAS, on April 21, 2020, the City Council adopted Resolution No. 2020-04-21-1, thereby commencing the Weed Abatement Program for 2020 in accordance with the requirements and procedures set forth in Government Code Section 39560 *et seq.*; the objective of the Weed Abatement Program is to declare by resolution as a public nuisance and abate all weeds growing upon the streets, sidewalks, or private property in the City, and all rubbish, refuse, and dirt upon parkways, sidewalks, or private property in the City, as identified and described in the 2020 Weed Abatement List, for health and safety purposes, for management of fire hazards, and to provide a reasonable degree of fire safety to both improved and unimproved properties; and

WHEREAS, Resolution 2020-04-21-1 commenced the 2020 Weed Abatement Program by declaring the weeds, rubbish, refuse and/or dirt on specified parcels of land identified in the 2020 Weed Abatement List to be a public nuisance and authorized the City Clerk to send written notice of the proposed public nuisance abatement to all persons owning property identified and described in the 2020 Weed Abatement List and advising them to remove any and all weeds, rubbish, refuse and/or dirt that, when dry, become a fire hazard; and

WHEREAS, on April 22, 2020, the City sent the legally required notice to destroy weeds and remove rubbish, refuse, and dirt to all affected property owners identified on the 2020 Weed Abatement List; the notice provided that if the public nuisance is not abated and removed by the owners of the affected parcels of land by May 31, 2020, such nuisances will be abated and removed by City authorities in accordance with the abatement procedures set forth in Government Code §39560 *et seq.*, in which case the cost of such removal shall be assessed upon the parcel of lands from which or in front of which such weeds, rubbish, refuse, and/or dirt are removed and that upon confirmation such cost will be constitute a lien upon such parcel or lands until paid; and

WHEREAS, the legally required mailed notice sent to the affected property owners provided that the City Council would hear and consider all property owner objections and protests to the proposed public nuisance abatement as part of a public hearing process conducted on May 12, 2020; and

Attachment: Proposed Resolution (2168 : Confirmation of 2020 Weed Abatement Cost Report)

WHEREAS, during the May 12, 2020, public hearing, the City Council was to have heard and considered all objections and protests presented by property owners and other interested parties to the proposed public nuisance abatement and removal of all weeds, rubbish, refuse, and/or dirt on specified parcels identified and described in the 2020 Weed Abatement List; however, no public testimony was received; and

WHEREAS, on May 12, 2020, the City Council adopted Resolution No. 2020-05-12-6, thereby: (1) determining not to allow any objections; (2) issuing an abatement order and authorizing the Director of Public Services/City Engineer to abate and remove by use of City authorities all weeds, rubbish, refuse, and/or dirt on specified parcels as identified and described in the 2020 Weed Abatement List; (3) acquiring jurisdiction to proceed and perform the work of weed, rubbish, refuse, and/or dirt removal on specified parcels; (4) declaring that it is the intention of the City Council to assess the amount of the City's cost for the abatement of the public nuisances upon the specified parcels of land identified and described on the 2020 Weed Abatement List, which assessments against the respective parcels of land shall constitute a lien; and (5) ordering the Director of Public Services/City Engineer to keep an accounting of the cost of abatement on each separate parcel of land where removal work is performed and to submit to the City Council for confirmation an itemized written report showing such abatement costs; and

WHEREAS, pursuant to Resolution Nos. 2020-04-21-1 and 2020-05-12-6, the Assistant City Manager/Public Services Director did abate such nuisances and/or caused the same to be abated by having such weeds removed; and

WHEREAS, the Assistant City Manager/Public Services Director kept an accounting of the cost of such abatement in front of or upon each separate parcel of land in the form of an itemized cost report submitted this date to the City Council showing the cost of removing the weeds in front of or upon each separate lot, parcel, or piece of land, or both ("2020 Weed Abatement Cost Report"), said report having been posted in the manner and for the time required by law; and

WHEREAS, the City Council duly considered the 2020 Weed Abatement Cost Report, along with any objections of the property owners liable to be assessed for the abatement, on this 14th day of July 2020.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. The City Council has received and considered the 2020 Weed Abatement Cost Report prepared by the Assistant City Manager/Public Services Director, which is attached hereto as Exhibit "A", and hereby confirms the report without modification.

SECTION 2. The City Clerk is hereby directed for each subject parcel, to record this Resolution in the office of the County Recorder and also to promptly forward a certified copy of this resolution confirming the 2020 Weed Abatement Cost Report along with a certified copy of the 2020 Weed Abatement Cost Report to the Orange County Auditor-Controller and County Tax Collector, who shall add the amount of the assessments to the next regular tax bill levied against the subject parcels for municipal purposes.

PASSED, APPROVED, AND ADOPTED this 14th day of July 2020.

JANINE HEFT, MAYOR

ATTEST:

MELISSA AU-YEUNG, CITY CLERK

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

I, Melissa Au-Yeung, City Clerk of the City of Laguna Hills, California, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2020-07-14-X adopted by the City Council of the City of Laguna Hills, California, at a regular meeting thereof, held on the 14th day of July 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

MELISSA AU-YEUNG, CITY CLERK

Attachment: Proposed Resolution (2168 : Confirmation of 2020 Weed Abatement Cost Report)

2020 Weed Abatement Cost Report
Exhibit A
 (Privately Owned Parcels)

<u>AP Number:</u>	<u>Address:</u>	<u>Work Date:</u>	<u>Hand Work</u> <u>Cleared</u> (sf):	<u>Mow Work</u> <u>Cleared</u> (sf):	<u>Admin.</u> <u>Fee:</u>	<u>Hand</u> <u>Charges:</u>	<u>Mowing</u> <u>Charges:</u>	<u>Debris Removal</u> <u>Charges:</u>	<u>Total Charged:</u>	<u>City/District</u> <u>Code:</u>
588-141-06	Behind 23092 Mill Creek Rd	6/25/2020	3,738	0	\$482.15	\$934.50	\$ -	\$0.00	\$1,416.65	081



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: July 14, 2020

TO: Mayor and Council Members

FROM: David Chantarangsu
Community Development Director

ISSUE: Amendment No. 1 to Consulting Services Agreement with Kelly Associates Management Group, LLC and Status Report Regarding the Proposed Village at Laguna Hills Project, Located at the Site of the Former Laguna Hills Mall, and Related Application Processing.

RECOMMENDATION: That the City Council: 1) Approve proposed Amendment No. 1 to the Consulting Services Agreement with Kelly Associates Management Group, LLC, increasing the maximum contract amount by \$75,000 from \$50,000 to \$125,000; and 2) Receive and file a presentation from Kelly Associates regarding the status of the proposed Village at Laguna Hills Project, located at the site of the former Laguna Hills Mall, and related application processing.

SUMMARY:

On November 26, 2019, the City entered into a Consulting Services Agreement with Kelly Associates Management Group, LLC (KAMG) to provide project management consulting services to the City related to the proposed Village at Laguna Hills Project located at the former Laguna Hills Mall property, which has been submitted by Merlone Geier Partners (MGP). Due to delays experienced in processing MGP's application, as identified in the attached Amendment No. 1 (including the pandemic), it is now necessary to increase the maximum contract amount for KAMG's project management services to ensure that uninterrupted project management services can be continued for the necessary processing of MGP's application. The contract services agreement established an initial \$50,000 maximum contract amount. An increase of \$75,000 is now recommended, establishing a new maximum contract amount of \$125,000. It should be

Amendment No. 1 to Consulting Services Agreement with Kelly Associates Management Group, LLC
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noted that the entire cost of this contract is paid for by MGP as is all costs associated with processing their development application. The proposed Amendment No. 1 to the KAMG contract services agreement, which is included as Attachment 1, must be approved by the City Council in order to increase KAMG's contract amount. A copy of the current Consulting Services Agreement between the City and KAMG is also provided for informational purposes as Attachment 2.

Included with this item is a memorandum from KAMG summarizing the City's progress in evaluating and processing MGP's application to date, which is included as Attachment 3. The City Council will also receive a brief presentation of the information provided in Attachment 3 by KAMG as part of this item.

FISCAL IMPACT:

The cost of KAMG's project management services to the City, including the proposed contract amendment, is paid for entirely by MGP pursuant to the Deposit/Reimbursement Agreement between the City of Laguna Hills and MGP Fund X Laguna Hills, LLC, effective November 26, 2019.

ATTACHMENTS:

- Attachment 1 - Proposed Amendment No. 1 to Agreement with Kelly Associates Management Group, LLC
- Attachment 2 - Consulting Services Agreement with Kelly Associates Management Group, LLC
- Attachment 3 - Memorandum re: Status of the Proposed Village at Laguna Hills Project and Related Application Processing



Attachment #1

AMENDMENT NO. 1
TO
CONSULTING SERVICES AGREEMENT
Kelly Associates Management Group, LLC
(Strategic Planning, Economic Development, and Project Management Consulting Services)

THIS FIRST AMENDMENT to the Consulting Services Agreement with KELLY ASSOCIATES MANAGEMENT GROUP, LLC., (the "Amendment" or "Amendment No. 1") is made and entered into to be effective the 14th day of July 2020, 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 the "City"), and KELLY ASSOCIATES MANAGEMENT GROUP, LLC., a California limited liability corporation, (hereinafter referred to as "Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and are hereinafter collectively referred to as "Parties."

RECITALS

A. City and Consultant previously entered into that certain consulting services agreement for the provision of strategic planning, economic development, and project management consulting services to assist the City with processing the anticipated new Merlone-Geier redevelopment project at the former Laguna Hills Mall, entitled "The Village at Laguna Hills" (the "Project"), which was made and entered into on November 26, 2020 (the "Agreement") and which may be duly amended, in writing, from time to time by the Parties. City does not have the personnel or technical expertise able to perform the work or services contracted for under the Agreement.

B. Sections 2.3 (Changes in Scope) and 10.2 (Amendment) of the Agreement provide that the Agreement may be amended in writing at any time by mutual consent of the Parties. Due to unforeseen application processing delays, including but not limited to, delays attributable to an evolving project site plan consisting of multiple revised site plan proposals from the applicant, and the need to review the applicant's multiple submittals and resubmittals, the submission of an incomplete project description, the submission of incremental Project details from the applicant as well as incomplete Project details, the Project's overall complexity, the novel COVID-19 Pandemic and the State of Emergency declared by Federal, state, and local governments, including associated stay at home public health orders, as well as the closure of City Hall, the application remains incomplete at this time. These processing delays have resulted in unanticipated additional time, work and expense and now creates the need to increase the maximum contract amount established in Section 2.1 of the Agreement in order to provide for continued uninterrupted project management services to be performed by Consultant.

C. The Parties now desire to enter into this Amendment No. 1 to the Agreement for the purpose of increasing the Maximum Contract Amount set forth in Section 2.1 of the Agreement in order to provide for continued, uninterrupted project management services for the Project, as defined in the Agreement, under the same terms and conditions set forth in the Agreement. The proposed amendment creates a need to now increase the Maximum Contract Amount set forth in Section 2.1 of the Agreement by \$75,000, from \$50,000 to \$125,000.

NOW THEREFORE, in consideration of the mutual promises and covenants herein, the Parties agree as follows:

AGREEMENT

1. Amendment to Section 2.1, entitled "Maximum Contract Amount," of the Agreement. Section 2.1 of the Agreement is hereby amended and restated in its entirety to read as follows:

2.1 Maximum Contract Amount. For the Services and Work rendered pursuant to this Agreement, Consultant shall be compensated by City for the services performed, including authorized reimbursements, in accordance with the hourly rates and charges set forth in the Schedule of Compensation/Fees, which is attached hereto as Exhibit "A" and is incorporated herein by reference, but not exceeding the total maximum contract amount of One Hundred Twenty Five Thousand Dollars (\$125,000.00) (hereinafter referred to as the "Maximum Contract Amount"). The method of compensation shall be as set forth in Exhibit "A". Compensation for necessary expenditures for reproduction costs, telephone expenses, and transportation expenses must be approved in advance by the Contract Officer designated pursuant to Section 4.2 and will only be approved if such expenses are also specified in the Schedule of Compensation/Fees. The maximum amount of City's payment obligation under this Agreement is the amount specified in this section.
2. Full Force and Effect. This Amendment No. 1 is supplemental to the Agreement and is by reference made part of said Agreement. All of the terms, conditions, and provisions, thereof, unless specifically modified herein, shall continue in full force and effect. In the event of any conflict or inconsistency between the provisions of this Amendment and any provisions of the Agreement, the provisions of this Amendment shall in all respects govern and control.
3. Recitals. The above-referenced Recitals are hereby incorporated into this Amendment as though fully set forth herein and made part of the Agreement and each Party acknowledges and agrees that such Party is bound, for purposes of this Agreement, by the same.
4. Corporate Authority. Each of the undersigned represents and warrants that (i) the Party for which he/she is executing this Amendment is duly authorized and existing, (ii) he/she is duly authorized to execute and deliver this Amendment on behalf of the Party for which he/she is signing, (iii) by so executing this Amendment, the Party for which he/she is signing is formally bound to the provisions of this Amendment, and (iv) the entering into this Amendment does not violate any provision of any other agreement to which the Party for which he/she is signing is bound.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have executed and entered into this Amendment as of the date first written above.

"CITY"

City of Laguna Hills,
a California municipal corporation

JANINE HEFT,
Mayor

ATTEST:

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

APPROVED AS TO FORM:

GREGORY E. SIMONIAN,
City Attorney

"CONSULTANT"

**Kelly Associates Management Group,
LLC**

By: WRK

WILLIAM R. KELLY,
President/CEO



Attachment #2

CONSULTING SERVICES AGREEMENT
Kelly Associates Management Group, LLC
(Strategic Planning, Economic Development, and Project Management Consulting Services)

THIS CONSULTING SERVICES AGREEMENT (hereinafter "Agreement") is made and entered into, to be effective this 26th 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 KELLY ASSOCIATES MANAGEMENT GROUP, LLC., a California limited liability 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 services of a qualified strategic planning, economic development, and project management consulting firm to assist the City with processing the anticipated new Merlone-Geier redevelopment project at the former Laguna Hills Mall, entitled "The Village at Laguna Hills" (the "Project").

B. Consultant has submitted to City a proposal, dated November 11, 2019, to provide strategic planning, economic development, and project management consulting services to City for the Project pursuant to the terms of this Agreement.

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

D. City desires to retain Consultant to provide such strategic planning, economic development, and project management 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 strategic planning, economic development, and project management consulting services to City for the Project as described and as set forth in Consultant's Proposal/Scope of Work, dated November 11, 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 Work or Services assigned to them. All Services and Work shall be completed to the reasonable satisfaction of the City.

1.2 Contract Documents. The Agreement between the Parties shall consist of the following: (1) this Agreement; and, (2) the Consultant's signed, original November 11, 2019, proposal submitted to the City ("Consultant's Proposal"), which shall both be referred to collectively hereinafter as the "Contract Documents." The Consultant's Proposal, attached hereto as Exhibit "A," is hereby incorporated by reference and is made a part of this Agreement. All provisions of the Contract Documents shall be binding on the Parties. Should any conflict or inconsistency exist in the Contract Documents, the conflict or inconsistency shall be resolved by applying the provisions in the highest priority document, which shall be determined in the following order of priority: (1st) the terms and conditions of this Agreement; and, (2nd) the provisions of the Consultant's Proposal.

1.3 Compliance with Law. Consultant shall comply at all times during the term of this Agreement with all applicable federal, state, and local laws, statutes, and ordinances and all lawful orders, rules, and regulations promulgated thereunder, including without limitation all applicable fair labor standards and Cal/OSHA requirements. Consultant shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of the Work and Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with performing the Work and Services. If Consultant performs any Work or Services in violation of such laws, rules, and regulations, Consultant shall be solely responsible for all penalties and costs arising therefrom. Consultant shall defend, indemnify, and hold City, its officials, officers, employees, agents and volunteers, free and harmless from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules, or regulations.

1.4 Licenses, Permits, Fees, and Assessments. Prior to performing any Services or Work hereunder Consultant shall obtain all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession and perform the Work and Services required by this Agreement. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement and any extension, any license, permit, qualification, or approval that is legally required for Consultant to perform the Work and Services under this Agreement. Consultant shall have the

sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the Work and Services required by this Agreement, and shall defend, indemnify, and hold the City, its officials, officers, employees, agents and volunteers, free and harmless from and against any claim or liability arising out of any failure or alleged failure to obtain such license, permits, and approvals of whatever nature that are legally required to perform the Work or Services.

1.5 Familiarity with Work. By executing this Agreement, Consultant represents and warrants that it (a) has thoroughly investigated and considered the Scope of Work or Services to be performed, (b) has carefully considered how the Services should be performed and has carefully examined the location or locations at or with respect to where such Services or Work is to be performed, and (c) fully understands the facilities, difficulties, and restrictions attending performance of the Services under this Agreement.

1.6 Care of Work. Consultant shall adopt reasonable methods during the term of the Agreement to furnish continuous protection to the Work and the equipment, materials, papers, documents, plans, studies, and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the Work by the City, except such losses or damages as may be caused by City's own negligence.

1.7 Further Responsibilities of Parties. Both Parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both Parties agree to act in good faith to execute all instruments, prepare all documents, and take all actions as may be reasonably necessary to carry out the purposes of this Agreement.

1.8 Additional Services. City shall have the right at any time during the performance of the Services, without invalidating this Agreement, to order extra work beyond that specified in Consultant's Proposal/Scope of Work (Exhibit "A") or make changes by altering, adding to, or deducting from such Work. No such extra work may be undertaken unless a written order is first given by the City to the Consultant, incorporating therein any adjustment in (i) the Maximum Contract Amount, as defined below, and/or (ii) the time to perform this Agreement, which adjustments are subject to the written approval of the Consultant. It is expressly understood by Consultant that the provisions of this section shall not apply to the Work and Services specifically set forth in the Scope of Services or reasonably contemplated therein, regardless of whether the time or materials required to complete any Work or Service identified in the Scope of Services exceeds any time or material amounts or estimates provided therein.

1.9 Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other contractors, consultants, or vendors for services similar to the services that are the subject of this Agreement. Consultant further acknowledges that City may have its own employees perform services similar to the services that are the subject of this Agreement.

2. COMPENSATION

2.1 Maximum Contract Amount. For the Services and Work rendered pursuant to this Agreement, Consultant shall be compensated by City for the services performed, including authorized reimbursements, in accordance with the hourly rates and charges set forth in the Schedule of Compensation/Fees, which is attached hereto as Exhibit "A" and is incorporated herein by reference, but not exceeding the total maximum contract amount of Fifty Thousand Dollars (\$50,000.00) (hereinafter referred to as the "Maximum Contract Amount"). The method of compensation shall be as set forth in Exhibit "A". Compensation for necessary expenditures for reproduction costs, telephone expenses, and transportation expenses must be approved in advance by the Contract Officer designated pursuant to Section 4.2 and will only be approved if such expenses are also specified in the Schedule of Compensation/Fees. The maximum amount of City's payment obligation under this Agreement is the amount specified in this section.

2.2. Method of Payment. Unless some other method of payment is specified in the Schedule of Compensation/Fees (Exhibit "A"), in any month in which Consultant wishes to receive payment, no later than the tenth (10th) working day of such month, Consultant shall submit to the City, in a form approved by the City's Finance Director, an invoice for services rendered prior to the date of the invoice. Such requests shall be based upon the amount and value of the services performed by Consultant and accompanied by such reporting data including an itemized breakdown of all costs incurred and tasks performed during the period covered by the invoice, as may be required by the City. City shall use reasonable efforts to make payments to Consultant within forty-five (45) days after receipt of the invoice or a soon thereafter as is reasonably practical.

2.3 Changes in Scope. In the event any change or changes in the Scope of Services is requested by the City, the Parties shall execute a written amendment to this Agreement, setting forth with particularity all terms of such amendment, including, but not limited to, any additional professional fees. An amendment may be entered into: (a) to provide for revisions or modifications to documents or other work product or work when documents or other work product or work is required by the enactment or revision of law subsequent to the preparation of any documents, other work product, or work; and/or (b) to provide for additional services not included in this Agreement or not customarily furnished in accordance with generally accepted practice in Consultant's profession.

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

3. SCHEDULE OF PERFORMANCE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement. The time for completion of the services to be performed by Consultant is an essential condition of this Agreement. Consultant shall prosecute regularly and diligently the Work of this Agreement according to the agreed upon Schedule of Performance.

3.2 Schedule of Performance. Consultant shall commence the Services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all Services within the time period(s) established in the Schedule of Performance, which is attached hereto as Exhibit "A" and is incorporated herein by reference. When requested by Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer; however, the City shall not be obligated to grant such an extension.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the Services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant (financial inability excepted), including, but not limited to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, and/or acts of any governmental agency, including the City, if Consultant, within ten (10) days of the commencement of such delay, notifies the City Manager in writing of the causes of the delay. The City Manager shall ascertain the facts and the extent of delay, and extend the time for performing the Services for the period of the enforced delay when and if in the judgment of the City Manager such delay is justified. The City Manager's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this section.

3.4 Term. Unless earlier terminated as provided elsewhere in this Agreement, this Agreement shall commence on the effective date, November 26, 2019, and shall continue in full force and effect until the Project is completed, unless extended by mutual written agreement of the Parties

4. COORDINATION OF WORK

4.1 Representative of Consultant. The following principal of Consultant is hereby designated as being the principal and representative of Consultant authorized to act in its behalf with respect to the Services to be performed under this Agreement and make all decisions in connection therewith: William R. Kelly, President/CEO. It is expressly understood that the experience, knowledge, education, capability, expertise, and reputation of the foregoing principal is a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principal shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the Work or Services performed hereunder. The foregoing principal may not be changed by Consultant without prior written approval of the Contract Officer.

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

shall have authority to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.3 Prohibition Against Subcontracting or Assignments. The experience, knowledge, capability, expertise, and reputation of Consultant, its principals and employees, were a substantial inducement for City to enter into this Agreement. Therefore, Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, voluntarily or by operation of law, without the prior written consent of City. Consultant shall not contract with any other entity to perform the Services required without prior written consent of City. If Consultant is permitted to subcontract any part of this Agreement by City, Consultant shall be responsible to City for the acts and omissions of its subcontractor(s) in the same manner as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationships between any subcontractor and City. All persons engaged in the Work will be considered employees of Consultant. City will deal directly with and will make all payments to Consultant.

4.4 Independent Contractor.

A. The legal relationship between the Parties is that of an independent contractor, and nothing herein shall be deemed to make Consultant a City employee. During the performance of this Agreement, Consultant and its officers, employees, and agents shall act in an independent capacity and shall not act as City officers or employees. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. The personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officials, officers, employees, agents or volunteers shall have control over the conduct of Consultant or any of its officers, employees, or agents, except as set forth in this Agreement. Consultant, its officers, employees or agents, shall not maintain a permanent office or fixed business location at City's offices. City shall have no voice in the selection, discharge, supervision, or control of Consultant's officers, employees, representatives or agents or in fixing their number, compensation, or hours of service. Consultant shall pay all wages, salaries, and other amounts due its employees in connection with the performance of Services under this Agreement and shall be responsible for all reports and obligations respecting them, including but not limited to social security income tax withholding, unemployment compensation, workers' compensation, and other similar matters. City shall not in any way or for any purpose be deemed to be a partner of Consultant in its business or otherwise a joint venturer or a member of any joint enterprise with Consultant.

B. Consultant shall not incur or have the power to incur any debt, obligation, or liability against City, or bind City in any manner.

C. No City benefits shall be available to Consultant, its officers, employees, or agents, in connection with the performance of any Work or Services under this Agreement. Except for professional fees paid to Consultant as provided for in this Agreement, City shall not pay salaries, wages, or other compensation to Consultant for the performance of any Work or Services under this Agreement. City shall not be liable for compensation or indemnification to

Consultant, its officers, employees, or agents, for injury or sickness arising out of performing any Work or Services hereunder. If for any reason any court or governmental agency determines that the City has financial obligations, other than pursuant to Section 2 and Subsection 1.8 herein, of any nature relating to salary, taxes, or benefits of Consultant's officers, employees, representatives, agents, or subconsultants or subcontractors, Consultant shall defend, indemnify, and hold harmless City from and against all such financial obligations.

4.5 PERS Eligibility Indemnification.

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

B. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing any Work or Services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

5. INSURANCE

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

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

A. **Commercial General Liability Insurance.** Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Commercial General Liability Insurance written on an occurrence basis with limits of at least one million dollars (\$1,000,000.00) per occurrence, two million dollars (\$2,000,000.00) in the general aggregate, and one million dollars (\$1,000,000.00) for products and completed operations.

Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to the Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

5.8 Evidence of Coverage. Concurrently with the execution of the Agreement, Consultant shall deliver certificates of insurance together with original endorsements affecting each of the insurance policies required by this section. Required insurance policies shall not be

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

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

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

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

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

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

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

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

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

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

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

6. INDEMNIFICATION

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

7. REPORTS AND RECORDS

7.1 Accounting Records. Consultant shall keep complete, accurate, and detailed accounts of all time, costs, expenses, and expenditures pertaining in any way to this Agreement. Consultant shall keep such books and records as shall be necessary to properly perform the Services required by this Agreement and to enable the Contract Officer to evaluate the performance of such Services. The Contract Officer shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.

7.2 Reports. Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the Services required by this Agreement as the Contract Officer shall require.

7.3 Ownership of Documents. All drawings, specifications, reports, records, documents, memoranda, correspondence, computations, and other materials prepared by Consultant, its employees, subconsultants, subcontractors, and agents in the performance of this Agreement shall be the property of City and shall be promptly delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials hereunder.

7.4 Release of Documents. All drawings, specifications, reports, records, documents, and other materials prepared by Consultant in the performance of services under this Agreement shall not be released publicly without the prior written approval of the Contract Officer. All information gained by Consultant in the performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization.

7.5 Audit and Inspection of Records. After receipt of reasonable notice and during the regular business hours of City, Consultant shall provide City, or other agents of City, such access to Consultant's books, records, payroll documents, and facilities as City deems necessary to examine, copy, audit, and inspect all accounting books, records, work data, documents, and activities directly related to Consultant's performance under this Agreement. Consultant shall maintain such books, records, data, and documents in accordance with generally accepted accounting principles and shall clearly identify and make such items readily accessible to such parties during the term of this Agreement and for a period of three (3) years from the date of final payment by City hereunder.

8. ENFORCEMENT OF AGREEMENT

8.1 California Law and Venue. This Agreement shall be construed and interpreted both as to validity and as to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Orange, State of California, or any other appropriate court in such County, and Consultant covenants and agrees

to submit to the personal jurisdiction of such court in the event of such action.

8.2 Interpretation. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the Parties. The terms of this Agreement are contractual and the result of negotiation between the Parties. Accordingly, any rule of construction of contracts (including, without limitation, California Civil Code Section 1654) that ambiguities are to be construed against the drafting Party, shall not be employed in the interpretation of this Agreement. The caption headings of the various sections and paragraphs of this Agreement are for convenience and identification purposes only and shall not be deemed to limit, expand, or define the contents of the respective sections or paragraphs.

8.3 Termination. City may terminate this Agreement for any reason, with or without cause, upon giving Consultant thirty (30) days written notice. Upon such notice, City shall pay Consultant for Services performed through the date of termination. Upon receipt of such notice, Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. Thereafter, Consultant shall have no further claims against the City under this Agreement. Upon termination of the Agreement pursuant to this section, Consultant shall submit to the City an invoice for work and services performed prior to the date of termination. In addition, Consultant reserves the right to terminate this Agreement at any time upon sixty (60) days written notice to the City, except that where termination is due to material default by the City, the period of notice may be such shorter time as the Consultant may determine.

8.4 Waiver. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement of a waiver is sought. Any waiver by the Parties of any default or breach of any covenant, condition, or term contained in this Agreement, shall not be construed to be a waiver of any subsequent or other default or breach, nor shall failure by the Parties to require exact, full, and complete compliance with any of the covenants, conditions, or terms contained in this Agreement be construed as changing the terms of this Agreement in any manner or preventing the Parties from enforcing the full provisions hereof.

8.5 Rights and Remedies Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

8.6 Legal Action. In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

8.7 Attorneys' Fees. In the event any dispute between the Parties with respect to this Agreement results in litigation or any non-judicial proceeding, the prevailing Party shall be entitled, in addition to such other relief as may be granted, to recover from the non-prevailing Party all reasonable costs and expenses, including but not limited to reasonable attorneys' fees,

expert witness fees, court costs and all fees, costs, and expenses incurred in any appeal or in collection of any judgment entered in such proceeding. To the extent authorized by law, in the event of a dismissal by the plaintiff or petitioner of the litigation or non-judicial proceeding within thirty (30) days of the date set for trial or hearing, the other Party shall be deemed to be the prevailing Party in such litigation or proceeding.

9. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

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

9.2 Conflict of Interest. No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his or her financial interest or the financial interest of any corporation, partnership, or association in which they are, directly or indirectly, interested in violation of any state statute or regulation. Consultant represents and warrants that it has not paid or given and will not pay or give any third party any money or other consideration in exchange for obtaining this Agreement.

9.3 Covenant Against Discrimination. In connection with its performance under this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, disability, medical condition, religion, color, sex, sexual orientation, age, marital status, ancestry, or national origin. Consultant shall ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, disability, medical condition, religion, color, sex, sexual orientation, age, marital status, ancestry, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

10. MISCELLANEOUS PROVISIONS

10.1 Notices. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered, sent by registered or certified mail, postage prepaid, return receipt requested, or delivered or sent by facsimile with attached evidence of completed transmission, and shall be deemed received upon the earlier of (i) the date of delivery to the address of the person to receive such notice if delivered personally or by messenger or overnight courier; (ii) five (5) business days after the date of posting by the United States Post Office if by mail; or (iii) when sent if given by facsimile. Notices or other communications shall be addressed as follows:

To City:

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

Telephone: (949) 707-2600
 Facsimile: (949) 707-2633

To Consultant: Kelly Associates Management Group, LLC
 Attention: William R. Kelly, President/CEO
 1440 North Harbor Boulevard, Suite 900
 Fullerton, California 92835
 Telephone: (714) 449-8432

10.2 Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior negotiations, arrangements, agreements, representations, and understandings, if any, made by or among the Parties with respect to the subject matter hereof. No amendments or other modifications of this Agreement shall be binding unless executed in writing by both Parties hereto, or their respective successors, assigns, or grantees.

10.3 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be determined to be invalid by a final judgment or decree of a court of competent jurisdiction, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of that provision, or the remaining provisions of this Agreement unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

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

10.5 Third Party Beneficiary. Nothing contained in this Agreement is intended to confer, nor shall this Agreement be construed as conferring, any rights, including, without limitation, any rights as a third-party beneficiary or otherwise, upon any entity or person not a party hereto.

10.6 Recitals. The above-referenced Recitals are hereby incorporated into the Agreement as though fully set forth herein and each Party acknowledges and agrees that such Party is bound, for purposes of this Agreement, by the same.

10.7 Corporate Authority. Each of the undersigned represents and warrants that (i) the Party for which he/she is executing this Agreement is duly authorized and existing, (ii) he/she is duly authorized to execute and deliver this Agreement on behalf of the Party for which he/she is signing, (iii) by so executing this Agreement, the Party for which he/she is signing is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the Party for which he/she is signing is bound.

10.8 Labor Code Requirements.

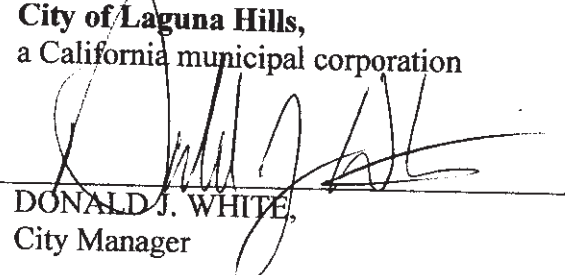
A. Prevailing Wages. Consultant is aware of the requirements of California labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Work or Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Work or Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify, and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. The foregoing indemnity shall survive termination of this Agreement.

B. DIR Registration. If the Work or Services are being performed as part of an applicable "public works" or "maintenance" project, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the Project and require the same of any subconsultants. This Project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR.

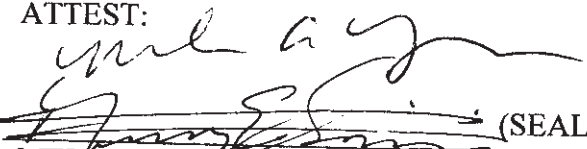
[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have executed and entered into this Agreement as of the date first written above.

"CITY"
City of Laguna Hills,
 a California municipal corporation


 DONALD J. WHITE,
 City Manager

ATTEST:


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

APPROVED AS TO FORM:


 GREGORY E. SIMONIAN,
 City Attorney

"CONSULTANT"
 Kelly Associates Management Group, LLC,
 a California limited liability corporation

By:  11.1.14
 WILLIAM R. KELLY, President/CEO



Attachment #3



MEMORANDUM

DATE: June 25, 2020

TO: Don White City Manager – City of Laguna Hills

FROM: William R. (Bill) Kelly. President/CEO

SUBJECT: Status of The Proposed Village at Laguna Hills Project

Background: In 2016, the City Council approved a series of land use entitlements to permit Merlone Geier to redevelop the Laguna Hills Mall (Mall) into the Five Lagunas, a mixed use, pedestrian-oriented, open-air experience with connectivity to surrounding commercial and residential uses. This project proposed to reconstruct a portion of the existing enclosed Mall space with extensive renovations, updated design, and improved circulation, and to construct additional uses around the central Mall building, consisting of additional retail and dining locations. The 2016 project approvals included 880,539 square feet of commercial/retail/restaurant/cinema/health club; 45,890 square feet of office (medical office/flex retail), 988 dwelling units, and 5,757 parking spaces.

The City Council adopted an addendum to the General Plan Program EIR for the 2016 Five Lagunas project.

Due to changes in the market conditions, shortly after commencing construction of the approved 2016, project Merlone Geier chose not to proceed with the approved project and subsequently filed the 2019 proposal for the Village at Laguna (Project).

Current Project Description: The proposed Village at Laguna Hills project was submitted on November 1, 2019, and would involve the continued redevelopment of the existing Mall property through the demolition of the existing Mall structures, including existing anchor spaces outlying and the Nordstrom Rack building, which is to be relocated into the updated development. According to the applicant, the proposed Project includes a more diverse mix of marketable uses than the Five Lagunas, with a focus on a hotel, increased housing and employment opportunities and less retail. Specifically, the applicant is proposing: 250,000 square feet of commercial/retail/restaurant/cinema/health club; 465,000 square feet of office, a 100 -150-room hotel; 1,500 dwelling units; a community park, and approximately 6,160 parking spaces.

Additionally, in terms of land use entitlements, the applicant has applied for a Precise Plan approval; a Site Development Permit; a Conditional Use Permit for the hotel, gym, and theater; a Parking Use Program; a Master Sign Program; Vesting Tentative Map; and a Development Agreement.

The City is considering an addendum to the Program EIR for the City of Laguna Hills General Plan, as the environmental clearance for the Village at Laguna Hills project.

Consultants have been retained by the City of Laguna Hills to assist in the processing of the Project. Kelly Associates Management Group, LLC acts as Project Manager and coordinator; Kosmont Associates prepares the economic and fiscal analyses, and Placeworks evaluates the planning, design, entitlements, and environmental.

All of the costs relating to the staffing and review of this proposed Project are paid by Merlone Geier, in accordance with a deposit and reimbursement agreement. The costs that are paid by the applicant include all city staff time, the City Attorney's office, and all consultants.

Status: The proposed Village at Laguna Hills project was filed with the City of Laguna Hills on November 1, 2019. The City has been actively reviewing and communicating with Merlone Geier regarding the status of the Project, with weekly meetings, as well as focused meetings and project evaluations. The development plans have undergone two complete reviews, after revised submittals were received from the applicant; however, the Project has not yet met the requirements for being determined "complete".

The Development Agreement negotiations are ongoing and involve working towards agreed upon estimates regarding project revenues, city costs, community benefits, and assistance programs.

Unanticipated issues have arisen since the Project filing on November 1, 2019. The novel Covid-19 pandemic and declared State of Emergency have impacted the economy and associated market conditions. As a result, assumptions supporting the negotiations on the proposed Development Agreement have had to be revisited. This has resulted in the need for additional and/or revised studies, as well as changes in the project phasing. The final results of these negotiations will be reflected in a proposed Development Agreement that is ultimately presented to the City Council at a noticed Public Hearing for consideration and approval.

Anticipated Schedule: Staff currently anticipates that this proposed Project will be reintroduced by the applicant to the City Council and to interested members of the public end of Summer/Fall, once the Project application has been deemed complete by the City.

Cc: David Chantarangsu – Community Development Director



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: July 14, 2020
TO: Mayor and Council Members
FROM: David Chantarangsu
Community Development Director
ISSUE: Adoption of Vehicle Miles Traveled (VMT) Analysis Guidelines

RECOMMENDATION: That the City Council adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California adopting the City of Laguna Hills Vehicle Miles Traveled Analysis Guidelines under the California Environmental Quality Act."

SUMMARY:

State environmental laws commonly referred to as the California Environmental Quality Act (CEQA) require public agencies to analyze a variety of environmental impacts that new development may cause. One of those impacts is traffic, for example, where a proposed new development could create additional traffic that is added to existing traffic conditions. Traditionally, public agencies would measure these traffic impacts in terms of congestion (meaning, increases in vehicle delay at intersections and in street segments).

Under new CEQA requirements established by the state, congestion (vehicle delay) can no longer be used to measure traffic impacts. Public agencies must now instead use "vehicle miles traveled" (VMT) as the way to determine a project's potential transportation impacts. The state is requiring this in order to meet the state's goals to improve the environment.

To ensure the City complies with these new CEQA requirements, the City's traffic consultant, RK Engineering Group, Inc. (RKE), has prepared the "City of Laguna Hills Vehicle Miles Traveled Analysis Guidelines Under the California Environmental Quality

Adoption of Vehicle Miles Traveled (VMT) Analysis Guidelines

July 14, 2020

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Act” (the “VMT Guidelines”). These VMT Guidelines will establish: 1) the City’s procedures and methods that will be used to study the VMT that may be caused by new development; and 2) the VMT levels that new development should not exceed (these levels are generally called “thresholds of significance” for CEQA purposes). The VMT Guidelines also include suggested ways to reduce the VMT that could be created by new development.

The City’s proposed VMT Guidelines, including the recommended VMT thresholds of significance, are attached to the proposed resolution (Attachment 1). Pursuant to state law, public agencies including the City of Laguna Hills were required to begin using VMT on July 1, 2020.

BACKGROUND:

Since 2006, the state has been increasingly focused on implementing transportation, land use, and environmental policies that will allow the state to meet its goals to improve the environment. Many state regulations have been changed to meet the state’s environmental quality goals, including the state’s environmental regulations under CEQA.

One of the categories of environmental impacts that public agencies study under CEQA is traffic/ transportation, including the increase in traffic that is caused by new development and is added to existing traffic conditions. Traditionally, this analysis included factors such as speed, travel time, maneuverability, delay, and safety, with an emphasis on congestion (vehicle delay). This type of traffic analysis is called a “Level of Service” or “LOS” analysis.

The outcome of this kind of an analysis was a letter grade describing how well a road or intersection was functioning. Specifically, a letter grade from “A” to “F” was given, with Level of Service (“LOS”) “A” meaning the least amount of congestion (or vehicle delay) and LOS “F” meaning the worst level of congestion (or vehicle delay). Attachment 2 includes an illustration of the LOS conditions described above for the City Council’s reference.

Before the recent changes in CEQA, a significant CEQA impact was found in Laguna Hills when a proposed project’s traffic impact created traffic conditions that were worse than LOS “D.” In that case, CEQA authorized the City to require “mitigation” to return the Level of Service to the City’s accepted level of congestion (vehicle delay) – LOS “D.” This typically required roadway changes that would increase the ability to handle additional

Adoption of Vehicle Miles Traveled (VMT) Analysis Guidelines

July 14, 2020

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vehicles and reduce congestion (vehicle delay). Examples of this kind of mitigation included the addition of new traffic signals, new roadway lanes, or other similar types of traffic improvements that would lower the level of congestion (vehicle delay) created by a new development.

However, due to the changes in CEQA described above, the City can no longer use congestion (vehicle delay) to study traffic impacts for CEQA purposes. Specifically, in 2013 the state enacted a new law (SB 743) which required public agencies to change how they study and address traffic impacts for CEQA purposes. Although the new law was passed in 2013, public agencies were not required to start using VMT to measure traffic impacts until July 1, 2020.

Although no longer considered an environmental impact under CEQA, traffic congestion (vehicle delay) caused by new development can still be addressed through the City's General Plan which contains policies promoting and requiring efficient traffic movement. However, the City must adopt the new state-mandated approach for analyzing traffic impacts for CEQA purposes. Moving forward, the City must now measure traffic impacts for CEQA purposes using VMT rather than LOS.

VMT measures the distance that people drive by personal vehicle to a destination. VMT is discussed in terms of miles traveled "per person" (or "per capita") for residential uses, and "per employee" for non-residential uses.

As the first step in creating the City's VMT Guidelines, RKE obtained information regarding the City's existing residential and non-residential VMT from a county-wide traffic model known as OCTAM (Orange County Transportation Analysis Model). This model generally evaluates the relationship between types of land uses and the existing transportation network to estimate VMT. The table below depicts the existing average VMT for residential and non-residential uses in Laguna Hills (Citywide Average) in comparison to Orange County.

Geographical Region	Home-Based VMT Per Capita	Employment-Based VMT Per Employee
Laguna Hills Citywide Average	21.6	25.1
Orange County Countywide Average	17.9	24.1

Adoption of Vehicle Miles Traveled (VMT) Analysis Guidelines

July 14, 2020

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As the next step, RKE reviewed data, prepared studies, and worked with City staff to establish the City's VMT thresholds of significance for CEQA purposes. As stated in the VMT Guidelines, new development projects that result in VMT that is higher than the Citywide Average would need to provide mitigation that would result in project VMT that is lower than, or equal to the Citywide Average (the "VMT Thresholds"). RKE, with City staff support, also developed VMT analysis procedures and methods for use in the City's CEQA documents.

The VMT thresholds, procedures, and methods are all set forth in detail in the VMT Guidelines. The City's CEQA Findings below support the adoption of the VMT Guidelines.

Conclusion

The attached VMT Guidelines contain all of the features necessary to assist staff and project applicants in preparing and evaluating development VMT impacts under CEQA. The Guidelines have been tailored to serve the City's local land use conditions, transportation network, and the City's General Plan goals and policies. Laguna Hills will continue to maintain LOS standards in the General Plan for traffic engineering operations and the development review process, outside of the scope of CEQA.

CEQA FINDINGS:

The adoption of VMT thresholds is categorically exempt from CEQA pursuant to Section 15308 of Title 14, Chapter 3 of the California Code of Regulations (Class 8, Actions by Regulatory Agencies for Protection of the Environment). This exemption is applicable to actions taken by regulatory agencies for the protection of the environment. Adoption of VMT thresholds of significance will improve the quality of the environment within the City and region by limiting certain emissions that have been identified to be potentially harmful to the environment by the state.

ATTACHMENTS:

- Attachment 1 - Proposed Resolution
- Attachment 2 - LOS Illustration

Attachment 1

Resolution of Approval



RESOLUTION NO. 2020-07-14-X

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ADOPTING THE CITY OF LAGUNA HILLS VEHICLE MILES TRAVELED ANALYSIS GUIDELINES UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA).

The City Council of the City of Laguna Hills, California, hereby finds, determines, declares, and resolves as follows:

WHEREAS, California Environmental Quality Act Guidelines (“CEQA Guidelines”) section 15064.7(b) encourages public agencies to develop and publish generally applicable “thresholds of significance” to be used in determining the significance of a project’s environmental effects; and

WHEREAS, CEQA Guidelines section 15064.7(a) defines a threshold of significance as “an identifiable quantitative, qualitative or performance level of a particular environmental effect, noncompliance with which means the effect will normally be determined to be significant by the agency and compliance with which means the effect normally will be determined to be less than significant;” and

WHEREAS, CEQA Guidelines section 15064.7(b) requires that thresholds of significance for general use must be adopted by ordinance, resolution, rule, or regulations, developed through a public review process, and be supported by substantial evidence; and

WHEREAS, Senate Bill 743, enacted in 2013 and codified in Public Resources Code section 21099, required changes to the CEQA Guidelines regarding the criteria for determining the significance of transportation impacts of projects; and

WHEREAS, in 2018, the Governor’s Office of Planning and Research (“OPR”) proposed, and the California Natural Resources Agency certified and adopted, new CEQA Guidelines section 15064.3 that identifies vehicle miles traveled (“VMT”) – meaning the amount and distance of automobile travel attributable to a project – as the most appropriate metric to evaluate a project’s transportation impacts; and

WHEREAS, as a result, automobile delay, as measured by “level of service” (“LOS”) and other similar metrics, will generally no longer constitute a significant environmental effect under the California Environmental Quality Act (“CEQA”); and

WHEREAS, the City of Laguna Hills wishes to adopt the City of Laguna Hills VMT Analysis Guidelines Under CEQA (“VMT Guidelines”) for purposes of analyzing potential the CEQA transportation impacts of proposed development projects within the City; and

WHEREAS, the City of Laguna Hills will retain its Level of Service standards for purposes other than compliance with CEQA.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. Adoption and Incorporation of Recitals. The above recitals are true and correct, and are incorporated herein by reference.

SECTION 2. Adoption of VMT Guidelines. The City of Laguna Hills hereby adopts the VMT Guidelines which are attached as **Exhibit A** to this Resolution. The thresholds of significance contained therein are supported by substantial evidence as required by CEQA Guidelines section 15064.7.

SECTION 3. CEQA. The City's adoption of the VMT Guidelines, which contain thresholds of significance, are consistent with SB 743. The goals of SB 743 include the reduction of greenhouse gasses, encouraging infill development, and promoting multi-modal transportation networks. As required by SB 743, the VMT Guidelines will be used in the City's regulatory process (CEQA process) which involves procedures for the protection of the environment. Therefore, this action is exempt from further CEQA review pursuant to CEQA's Class 8 categorical exemption. (CEQA Guidelines § 15308 – Actions by Regulatory Agencies for Protection of the Environment.)

SECTION 4. Modifications. City staff may revisit and amend the VMT Guidelines as needed, subject to the limitations of CEQA, including, without limitation, CEQA Guidelines § 15064.7(b).

SECTION 5. Effective Date. This Resolution shall take effect immediately upon its adoption by the City Council, and the Clerk of the Council shall attest to and certify the vote adopting this Resolution.

PASSED, APPROVED, AND ADOPTED this 14th day of July 2020.

JANINE HEFT, 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 is a true and correct copy of Resolution No. 2020-07-14-X by the City Council of the City of Laguna Hills, California, at a Regular Meeting thereof held on the 14th day of July 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

MELISSA AU-YEUNG, CITY CLERK

Exhibit A

VMT Guidelines



CITY OF LAGUNA HILLS

Vehicle Miles Traveled Analysis Guidelines under the
California Environmental Quality Act



July 9, 2020



Executive Summary

The City of Laguna Hills Vehicle Miles Traveled Analysis Guidelines under the California Environmental Quality Act (VMT Guidelines) establish the methodology and thresholds of significance for analyzing transportation impacts pursuant to the latest requirements of the California Environmental Quality Act (CEQA) regarding Vehicle Miles Traveled (VMT). The Transportation Review Flow Chart shown in Exhibit A provides an overview of the typical development review process for assessing transportation impacts.

The City of Laguna Hills VMT Screening Form for Land Use Projects (VMT Screening Form) has been developed to provide an easy to use tool that can help streamline the VMT evaluation process. Laguna Hills recognizes the Orange County Transportation Analysis Model (OCTAM) as the preferred traffic analysis model for analyzing VMT in the City and has adopted the OCTAM Base Year citywide Average home-based VMT per capita and home-based work VMT per employee efficiency metrics as the thresholds of significance for CEQA. Projects that exceed the citywide average VMT rate would be considered to have a potentially significant impact and require mitigation to reduce VMT to be equal to or below the applicable threshold.

Through the reduction of VMT, the City will reduce greenhouse gas (GHG) emissions, promote development of multi-modal transportation, and encourage a diversity of land uses. The following key strategies will be utilized for reducing VMT in the City:

- Diversifying land use
- Improving pedestrian networks
- Implementing traffic calming infrastructure
- Building low-street bicycle network improvements
- Encouraging telecommuting and alternative work schedules
- Providing ride-share programs
- Expanding transit services

The City of Laguna Hills will continue to maintain its LOS standards contained in the General Plan when approving development subject to a discretionary review process, and to ensure adequate traffic operations along its roadways, outside of the scope of CEQA. The VMT Guidelines include the requirements for performing a traffic impact study (TIS) with LOS analysis.



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Exhibit A:	Laguna Hills Transportation Impact Analysis Flow Chart for Land Use Projects
Exhibit B:	OCTAM TAZ Map for City of Laguna Hills

Appendices

Appendix A:	Laguna Hills VMT Screening Form for Land Use Project
Appendix B:	Laguna Hills VMT Screening Form for Transportation Projects
Appendix C:	Small Project Screening Criteria Supplemental Analysis
Appendix D:	CAPCOA Fact Sheets for the Quantification of VMT Reduction
Appendix E:	OPR Technical Advisory Excerpt for Evaluating Transportation Projects
Appendix F:	RK Engineering Group, Inc. Resumes of Key Personnel



1.0 Introduction

On [REDACTED], the City of Laguna Hills adopted Resolution No. [REDACTED], approving Vehicle Miles Traveled Analysis Guidelines under the California Environmental Quality Act (hereinafter referred to as VMT Guidelines) to help ensure that land use and transportation projects comply with the latest requirements of the California Environmental Quality Act (CEQA) (Pub. Resources Code, § 21000 et seq.) regarding VMT. The VMT Guidelines provide standardized criteria and established thresholds of significance to be used for analyzing transportation impacts within the City of Laguna Hills.

On September 27, 2013, Governor Brown signed Senate Bill (SB) 743 into law. SB 743 seeks to further promote the State's goals of reducing greenhouse gas (GHG) emissions and traffic-related air pollution and increase the development of multimodal transportation systems through the reduction of VMT. While SB 743 primarily focuses on projects in transit priority areas, it also authorized the California Governor's Office of Planning and Research (OPR) to change how transportation impacts are analyzed outside of transit priority areas. The new CEQA Guidelines (§ 15000 et seq.) were certified and adopted by the Natural Resource Agency in December 2018 and VMT is now identified as the most appropriate metric to evaluate a project's transportation impacts. Effective July 1, 2020, the previous CEQA metric of level of service (LOS), typically measured in terms of automobile delay or roadway capacity, generally will no longer constitute a significant environmental impact under CEQA.

The Laguna Hills VMT Guidelines are based on the recommendations provided in the OPR Technical Advisory on Evaluating Transportation Impacts in CEQA, December 2018 and incorporate the VMT modeling estimates from the Orange County Transportation Analysis Model (OCTAM). The VMT Guidelines have been tailored to take into account the local land use conditions, transportation network, and the General Plan goals and policies in the City of Laguna Hills.

The City of Laguna Hills Planning and Engineering Divisions reserve the right to modify the requirements of the VMT Guidelines on a case by case basis and will update the guidelines as needed to address new CEQA precedent, future modeling forecasts, and overall refinement of the process moving forward.

The City of Laguna Hills will continue to maintain LOS standards in the General Plan for the discretionary review process and to ensure adequate traffic operations along its roadways, outside of the scope of CEQA. See Exhibit A for the flow chart showing the transportation review process in the City of Laguna Hills and refer to the Traffic Impact Study Guidelines for Level of Service analysis requirements.



2.0 VMT Screening for Land Use Projects

All discretionary land use projects subject to CEQA must evaluate transportation impacts related to VMT as part of the environmental review process. The Transportation Review Flow Chart shown in Exhibit A provides an overview of the typical development review process for assessing transportation impacts in the City of Laguna Hills.

2.1 VMT Screening Form for Land Use Projects

The first step in evaluating a land use project's potential VMT impact is to perform an initial screening assessment utilizing the City of Laguna Hills VMT Screening Form for Land Use Projects (VMT Screening Form). The VMT Screening Form provides an easy to use tool for streamlining the VMT analysis process. An automated spreadsheet is available from the Planning Department and a PDF copy is provided in Appendix A.

2.2 VMT Screening Criteria

Screening criteria are a simplified way to determine whether a project would be expected to cause a less than significant impact to VMT without having to conduct a detailed study. The screening criteria adopted by the City of Laguna Hills are based on the recommendations from OPR for setting screening thresholds for land use projects.

1. Is the project 100% affordable housing?

If a project consists of 100% affordable housing, then the presumption can be made that it will have a less than significant impact on VMT. According to sources provided by OPR, affordable housing projects typically generate lower VMT than market-rate housing and a project consisting of a high percentage of affordable housing may be a basis for the lead agency to find a less than significant impact on VMT. Furthermore, a project which includes any affordable residential units may factor in the effect of the affordability on VMT into the assessment of VMT generated by those units.

2. Is the project within one half (½) mile of qualifying transit?

CEQA Guideline Section 15064.3, subdivision (b)(1), states that lead agencies generally should presume that certain projects (including residential, retail, and office projects, as well as projects that are a mix of these uses) proposed within one half (½) mile of an existing major transit stop or an existing stop along a high quality transit corridor will have a less than significant impact on VMT.



For purposes of the Laguna Hills VMT Guidelines, qualifying transit means a major transit stop or high-quality transit corridor, defined as follows:

- **Major transit stop** means a site containing an existing rail transit station, a ferry terminal served by either a bus or rail transit service, or the intersection of two or more major bus routes with a frequency of service interval of 15 minutes or less during the morning and afternoon peak commute periods. (Pub. Resources Code, § 21064.3)
- **Bus rapid transit** means a public mass transit service provided by a public agency or by a public-private partnership that includes all of the following features: (1) full-time dedicated bus lanes or operation in a separate right-of-way dedicated for public transportation with a frequency of service interval of 15 minutes or less during the morning and afternoon peak commute periods; (2) transit signal priority; (3) all-door boarding; (4) fare collection system that promotes efficiency; and (5) defined stations. (Pub. Resources Code, § 21060.2(a)).
- **Bus rapid transit station** means a clearly defined bus station served by a bus rapid transit. (Pub. Resources Code, § 21060.2(b)).
- **High-quality transit corridor** means a corridor with fixed route bus service with service intervals no longer than 15 minutes during peak commute hours. (Pub. Resources Code, § 21155). At the time of publishing these guidelines, no high-quality transit corridors exist in the City of Laguna Hills.

The Laguna Hills Transportation Center serves as the hub for bus service in the City of Laguna Hills with daily fixed-route bus service provided by the Orange County Transportation Authority (OCTA). OCTA also provides a Dial-A-Taxi transit service for seniors, however this on-call program does not qualify for VMT screening purposes, as it does not provide fixed-route service with regularly scheduled service times to the general public. The nearest Metrolink stations are the Laguna Niguel/Mission Viejo Station (approx. 0.6 miles from City boundary) and Irvine Station (approx. 1.85 miles from City boundary).

A project shall be considered to be within one-half mile of a major transit stop or high-quality transit corridor if all parcels within the project have no more than 25 percent of their area farther than one-half mile from the stop or corridor and if not more than 10 percent of the residential units or 100 units, whichever is less, in the project are farther than one-half mile from the stop or corridor. The analysis should also consider any substantial physical barriers that may impede pedestrian access.

Not all projects located near qualifying transit are presumed to have a less than significant impact. The presumption of less than significant does not apply if the project:



- Includes more parking for use by residents, customers, or employees of the project than required by the City (if the City requires the project to supply parking);
- Is inconsistent with the applicable Sustainable Communities Strategy (as determined by the City, with input from SCAG); or
- Replaces affordable residential units with a smaller number of moderate or high-income residential units.

The latest bus schedules published by OCTA should be reviewed during the VMT screening process to determine whether a bus stop or corridor meets the criteria for qualifying transit.

3. Is the project a local serving land use?

Local serving land uses provide goods and services to the local community. Local serving land uses offer more opportunities for residents and employees to shop, dine and obtain services closer to home and work. Local serving uses can also include community resources that may otherwise be located outside of the local area. By improving destination proximity, local serving uses lead to shortened trip lengths and reduced VMT. Therefore, local serving uses may be presumed to have a less than significant impact on VMT. Projects that serve a wider regional area and population, such as regional shopping and entertainment centers would not qualify as a local serving use.

Table 1 contains a list of the eligible local serving uses in the City of Laguna Hills:



Table 1
List of Local Serving Uses¹

Local Serving Retail (Less Than 50 TSF)	Education/Institutional²	Municipal/Public Services²
• General retail/commercial less than 50,000 square feet, including: • Supermarket • Restaurant/cafe/bar • Coffee/donut shop • Dry cleaners • Barber shop • Hair/nails salon • Banks • Walk-in medical clinic • Urgent Care • Gas service station • Auto repair/tire shop • Gyms/health club • Dance/yoga/fitness/martial arts studio	• Public elementary school • Public middle school • Public high school • Private school less than 100 students³ • Community college less than 400 students³ • Day care/pre-school less than 100 students.³ • Vocational school less than 100 students.³ • Assembly uses less than 20 TSF.³	• Library • Civic center • Police/Fire station • Community center • Public works support facility • Local park • Other local serving civic uses

Notes:

¹ The Community Development Director and Director of Public Services reserve the right to require additional VMT analysis of any use listed above if there is indication that it may otherwise increase VMT. Other local serving uses may also be eligible for screening at the discretion of the Community Development Director or Director of Public Services

² Educational/institutional and municipal/public service uses qualify as local serving uses provided the use would serve the local community and provide additional services to the area that would otherwise have been located further away. These uses would typically be provided to support the local population of the City.

³ Use would also typically generate less than 500 ADT.

4. Is the Project in a low VMT area?

Projects located in areas with low VMT, and that incorporate similar features (i.e., density, mix of uses, transit accessibility), will tend to exhibit similarly low VMT. If a project is located in a Traffic Analysis Zone (TAZ) with VMT per capita or VMT per employee that is less than or equal to the citywide average, then the project is considered to be located in a low VMT area and can be presumed to have a less than significant impact on VMT. OCTAM is the preferred traffic model for screening and analyzing VMT in the City of Laguna Hills.

Residential projects shall utilize and compare the TAZ VMT/capita rate to the citywide average VMT/capita rate. Non-residential projects shall utilize and compare the VMT/employee rate to



the citywide average VMT/employee rate. For mixed-use projects in which the residential component is considered the primary use, and the non-residential component is less than 50,000 square feet of local serving retail, the analysis shall be run as a residential project and the VMT/capita rate should be used. If a mixed-use project consists of non-local serving uses, a separate screening assessment should be prepared for both the residential and non-residential components of the project.

Exhibit B provides a map of the OCTAM TAZ's in the City of Laguna Hills. Users may also contact the Planning Department to obtain a Google Earth (.kmz) file that shows the OCTAM TAZ boundaries.

5. Are the project's net daily trips less than 500 ADT?

Projects that generate less than 500 net average daily trips (ADT) would not cause a substantial increase in the total citywide or regional VMT and are therefore presumed to have a less than significant impact on VMT. Appendix C provides additional discussion, evidence and analysis regarding the application of the 500 ADT screening criteria and how it has been established within the context of CEQA.

The latest edition of the Institute of Transportation Engineers (ITE) Trip Generation Manual is the preferred source for calculating trip generation in the City of Laguna Hills. The use of other sources of trip generation must be approved by the Community Development or Public Services Department. The screening criteria trip limit is based on net trip generation after considering pass-by, internal capture, affordable housing, and/or existing land use trips.

- Pass-by trips include the portion of the project traffic that is already on the adjacent roadway and passes by the site as an intermediate stop. Typically applied to retail/commercial uses only. Pass-by calculations should be consistent with ITE or other verified sources.
- Internal capture trips are trips that both begin and end on the project site. Commonly found in mixed-use developments, internal capture trips help can significantly reduce VMT. Internal capture credits should be consistent with the NCHRP Report 684 Enhancing Trip Capture Estimation for Mixed-Use Developments or other verified sources.
- Affordable housing trip credits can be taken for any dwelling unit within a project that is deemed affordable, as defined by the Community Development Director.



- Existing land use trip credits can be taken for land uses on a project site that are currently operational or that have been previously operational, provided such credits are consistent with the baseline principles in CEQA which permit an existing condition baseline based on historical use.



3.0 VMT Impact Analysis

Projects that do not meet at least one (1) of the screening criteria described in Section 2.0, must provide additional analysis and mitigation of potential VMT impacts.

3.1 VMT Thresholds of Significance

Section 21099 of the Public Resources Code states that the criteria for determining the significance of transportation impacts must promote: (1) reduction of greenhouse gas emissions; (2) development of multimodal transportation networks; and (3) a diversity of land uses.

The Laguna Hills VMT Guidelines have relied upon the recommendations provided by OPR and modeling data provided by OCTA to establish the following quantified thresholds of significance for VMT for land development projects:

- Residential Projects: A significant transportation impact occurs if the project's home-based VMT per capita exceeds the base year citywide average VMT per capita.
- Non-residential Projects: A significant transportation impact occurs if the project's employment VMT per employee exceeds the base year citywide average VMT per employee.

The citywide average VMT per capita and VMT per employee values are determined using the base year OCTAM modeling statistics. Ensuring land use development projects reduce VMT rates to be at or below the current base year citywide average will result in an overall decrease in citywide VMT and GHG emissions.

3.2 Mitigating Impacts Using the VMT Screening Form

To help streamline the VMT evaluation process, the City of Laguna Hills allows certain projects to utilize the OCTAM base year VMT statistics from the TAZ in which the project is located to mitigate potentially significant impacts.

To be eligible for mitigating impacts using the VMT Screening Form, projects should generate less than 2,400 ADT and be located in a TAZ with sufficient base year demographic data to provide a reasonable estimate of VMT patterns for the area. For example, residential projects must be located in a TAZ with existing housing to provide a reasonable sample size of VMT/capita and non-residential projects must be located in a TAZ with existing employment to provide a reasonable sample size of VMT/employee for evaluation and mitigation purposes.

Utilizing the VMT statistics from the OCTAM base model as a means for assessing project-specific VMT is effective because, generally, land uses of a similar type that are in the same geographic area



will tend to exhibit similar VMT. Such land uses will have similar access to the same transportation network and produce and attract trips in a similar manner. The presumption that similar land uses located in the same geographic area would exhibit similar transportation patterns is consistent with the OPR Technical Advisory methodology regarding map-based screening.

A project is required to reduce the base year VMT rate for the TAZ in which the project is located to be less than or equal to the citywide VMT average. The percent reduction required to achieve the citywide average VMT is calculated as follows:

$$\text{Percent Reduction Required} = 1 - (\text{citywide average rate} / \text{project TAZ rate})$$

3.3 Project-Specific VMT Modeling

Projects that do not satisfy at least one (1) of the VMT screening criteria and generate 2,400 or more net daily trips, or are not able to effectively mitigate impacts on the VMT Screening Form, shall analyze VMT impacts by using OCTAM to model project-specific VMT.

The Orange County Congestion Management Program uses 2,400 ADT as a screening criterion for assessing whether projects may require a CMP-level Traffic Impact Analysis, and projects that generate over 2,400 ADT have a greater potential to affect travel demand patterns in the OCTAM. Therefore, to help ensure larger projects do not exceed the assumptions of the OCTAM, projects that generate more than 2,400 ADT would require project-specific VMT modeling.

Project-specific VMT modeling shall determine if the project would have a significant impact based on the following scenarios:

- OCTAM base year plus project conditions
- OCTAM future year with project conditions

VMT modeling should include project generated VMT per capita and/or VMT per employee for the project and compare the results to the applicable threshold of significance.

The geography analyzed by the OCTAM VMT tool must nest into zones. To obtain project-specific VMT data, a new OCTAM zone may need to be created and/or adjustments may need to be made to the Orange County Projections (OCP) data and zone boundaries to reflect the project specifics. The latest version of OCTAM shall be used when performing VMT modeling.

Prior to initiating the modeling work, the traffic engineer consultant shall meet with city staff to outline the scope of work of this further analysis. This meet and confer effort is intended to focus the modeling work to meet the intent of these guidelines.



3.4 RTP/SCS Consistency Requirements

Section 15125, subdivision (d), of the CEQA Guidelines provides that lead agencies should analyze impacts resulting from inconsistencies with regional plans, including regional transportation plans. For this reason, OPR recommends that if a project is inconsistent with the Regional Transportation Plan and Sustainable Communities Strategy (RTP/SCS), the lead agency should evaluate whether that inconsistency indicates a significant impact on transportation. For example, a development may be inconsistent with an RTP/SCS if the development is outside the footprint of development or within an area specified as open space, as shown in the SCS. Projects should review the data currently available through SCAG concerning RTP/SCS compatibility.

A project may also be inconsistent with the RTP if it exceeds (either directly or cumulatively) the number of housing units specified in SCAG's Regional Housing Needs Assessment (RHNA) Final Allocation Plan for the City of Laguna Hills (particularly above moderate income housing). If the addition of the project would cause the citywide housing supply to exceed the RHNA Allocation, then additional modeling may need to be provided to analyze the effect on future year citywide and project TAZ VMT rates.

3.5 Impacts to Transit and Active Transportation

Consistent with the OPR Technical Advisory, the City of Laguna Hills recommends that when determining the effects of a project on transportation, the analysis should consider project impacts to transit systems and bicycle and pedestrian networks. For example, a project that blocks access to a transit stop or blocks a transit route itself may interfere with transit functions.

The analysis should examine if the project is consistent with adopted policies, plans, or programs regarding active transportation or public transit facilities, or otherwise decreases the performance or safety of such facilities and make a determination as to whether it has the potential to conflict with existing or proposed facilities supporting these travel modes.



4.0 Mitigation Measures

The source document for quantifying VMT mitigation measures shall be the California Air Pollution Control Officers Association (CAPCOA) Quantifying Greenhouse Gas Mitigation Measures, August 2010. Other sources of VMT reduction measures may be approved by the Public Services Director, provided substantial evidence is included to justify the VMT reduction estimates. All VMT reduction measures to be applied to the project shall be clearly listed and quantified with supplemental calculations and attachments.

The location setting of a project matters when it comes to the effectiveness that mitigation measures have on reducing VMT. Projects in suburban settings (such as those commonly found in the City of Laguna Hills) typically have limited access to transit, multimodal infrastructure and diverse land use destinations that support effective transportation demand management (TDM) strategies. Thus, the potential VMT reduction in suburban settings is limited.

Users should identify the appropriate project location setting, as defined by CAPCOA (Page 59-60), when estimating potential VMT reduction and follow the recommendations from CAPCOA when considering the maximum percent reduction achievable.

The California Emissions Estimator Model (CalEEMod) developed by CAPCOA may be used to help quantify VMT reduction measures. It is recommended that any VMT reduction measures used for mitigating VMT be consistent with the requirements for reducing greenhouse gas emissions within the CEQA document.

Appendix C includes the fact sheets from CAPCOA listing the transportation measures for VMT reduction.

After all feasible mitigation measures are applied, the mitigated Project VMT Rate should be compared to the applicable thresholds of significance to determine whether the project has effectively reduced the impact to less than significant levels. The mitigated Project VMT Rate is calculated as follows:

$$\text{Mitigated Project VMT Rate} = \text{Unmitigated Project VMT Rate} * (1 - \text{Total VMT Reduction})$$

If the mitigated Project VMT rate is below the citywide average rate, then the Project is presumed to have a less than significant impact with mitigation. If the mitigated Project VMT rate remains above the citywide average rate after all feasible mitigation has been applied, then a potentially significant and unavoidable impact may occur.



5.0 Transportation Projects

The City of Laguna Hills requires that transportation projects subject to CEQA review should generally follow the OPR Technical Advisory recommendations for considering the effects of transportation projects on VMT, as provided in Appendix D. In general, OPR indicates that if a project would likely lead to a measurable and substantial increase in vehicle travel, the lead agency should conduct an analysis assessing the amount of vehicle travel the project will induce.

The City of Laguna Hills VMT Scoping Form for Transportation Projects is provided in Appendix B.

Projects listed by OPR that would likely lead to a measurable and substantial increase in vehicle travel generally include:

- Addition of through lanes on existing or new highways, including general purpose lanes, HOV lanes, peak period lanes, auxiliary lanes, or lanes through grade-separated interchanges

Projects listed by OPR that would not likely lead to a substantial or measurable increase in vehicle travel, and therefore generally should not require an induced travel analysis, include:

- Rehabilitation, maintenance, replacement, safety, and repair projects designed to improve the condition of existing transportation assets (e.g., highways; roadways; bridges; culverts; Transportation Management System field elements such as cameras, message signs, detection, or signals; tunnels; transit systems; and assets that serve bicycle and pedestrian facilities) and that do not add additional motor vehicle capacity
- Roadside safety devices or hardware installation such as median barriers and guardrails
- Addition of an auxiliary lane of less than one mile in length designed to improve roadway safety
- Installation, removal, or reconfiguration of traffic lanes that are not for through traffic, such as left, right, and U-turn pockets, two-way left turn lanes, or emergency breakdown lanes that are not utilized as through lanes
- Addition of roadway capacity on local or collector streets provided the project also substantially improves conditions for pedestrians, cyclists, and if applicable, transit
- Timing of signals to optimize vehicle, bicycle, or pedestrian flow
- Installation of roundabouts or traffic circles



- Installation or reconfiguration of traffic calming devices

For a complete list of the projects listed by OPR that would not likely lead to a substantial or measurable increase in vehicle travel, please refer to the OPR Technical Advisory excerpt provided in Appendix D.

The City of Laguna Hills also recognizes that the build-out of the City's planned circulation network is integral in achieving the local and regional transportation and land use goals and objectives, such as those identified in City's General Plan and the SCAG RTP/SCS.

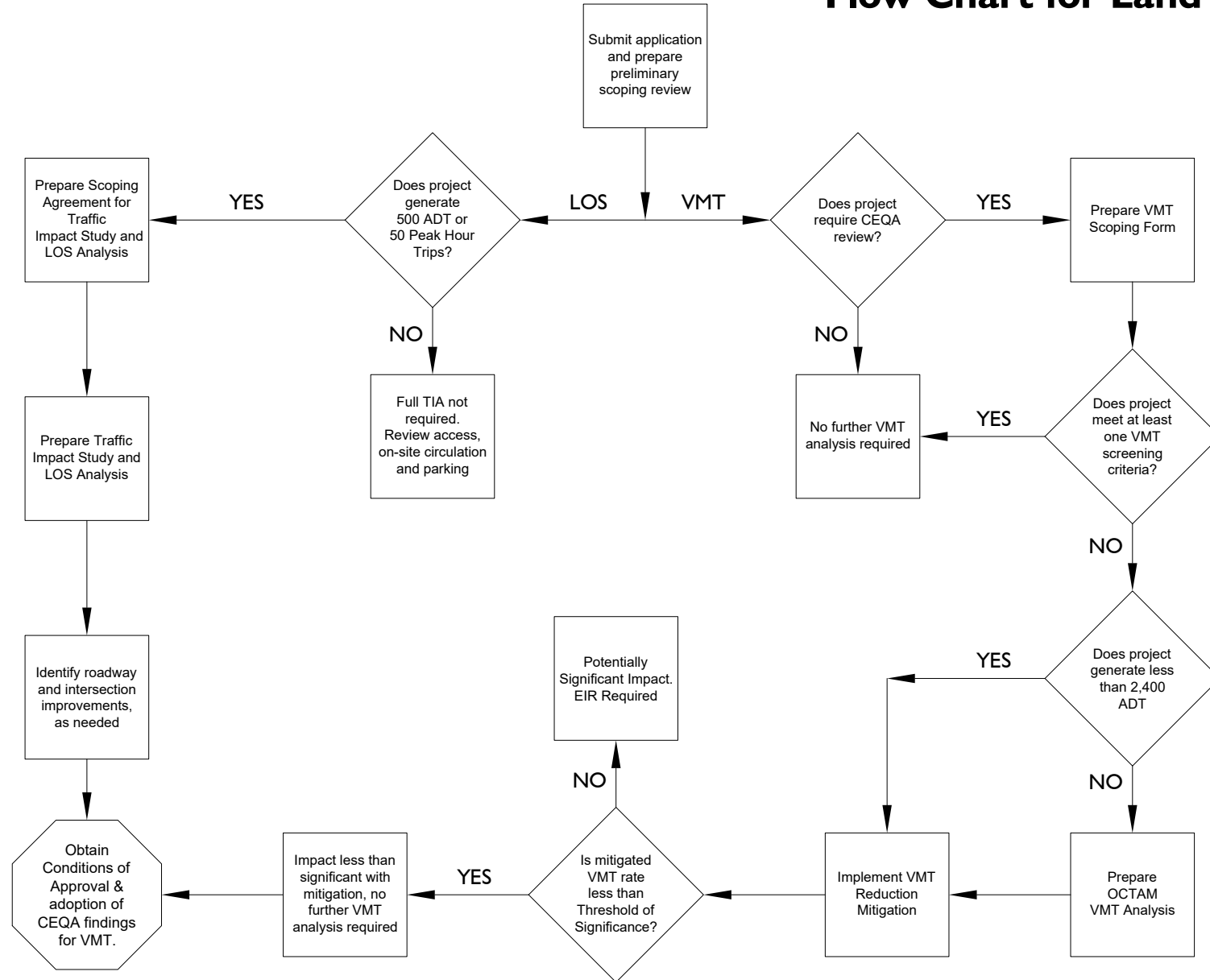
Therefore, transportation projects that consist of adding new through lane capacity to arterial highways would be presumed to have a less than significant impact, provided the improvement is less than one (1) mile in length, consistent with the established General Plan Circulation Element Roadway Classifications and the improvements can accommodate multi-modal transportation, such as pedestrian, bicycle, and transit facilities. Typically, through lane capacity projects less than one mile in length are considered minor modifications to a roadway that would not generally result in substantial changes to the travel demand patterns in the OCTAM.

Construction of other transportation facilities not expressly listed herein or in the OPR guidance document, that in the opinion of the Public Works Manager would not directly increase the VMT in the City, may be presumed to have a less than significant impact for CEQA.



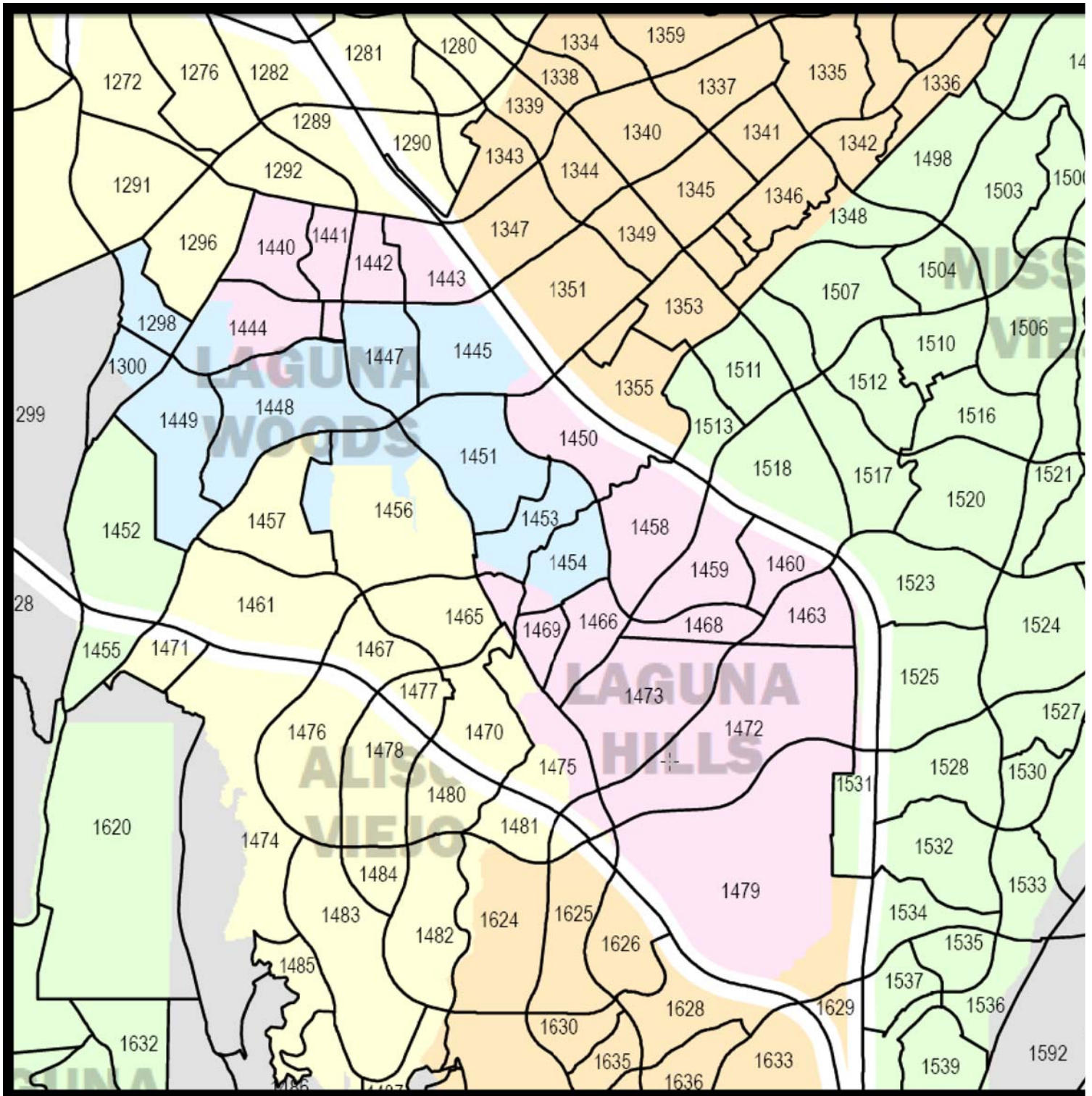
Exhibits

City of Laguna Hills Transportation Impact Analysis Flow Chart for Land Use Project



Attachment: Attachment 1 - Proposed Resolution (2174 : Adoption of Vehicle Miles Traveled (VMT)

OCTAM TAZ Map for the City of Laguna Hills



Attachment: Attachment 1 - Proposed Resolution (2174 : Adoption of Vehicle Miles Traveled (VMT) Analysis Guidelines)



Appendix A

City of Laguna Hills VMT Screening Form for Land Use Projects



CITY OF LAGUNA HILLS
VMT SCREENING FORM FOR LAND USE PROJECTS

This Screening Form acknowledges the City of Laguna Hills requirements for the evaluation of vehicle miles traveled (VMT) under CEQA. The analysis provided in this form should follow the City of Laguna Hills approved TIA Guidelines, dated _____.

I. Project DescriptionCase Number: Project Name: Project Location: Project Description:

(Please attach a copy of the project Site Plan)

Current GP Land Use: Proposed GP Land Use: Current Zoning: Proposed Zoning:

If a project requires a General Plan Amendment or Zone change, then additional information and analysis should be provided to ensure the project is consistent with RTP/SCS Strategies and RHNA Allocation Plan.

II. VMT Screening CriteriaA. Is the Project 100% affordable housing?

YES		NO	
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 Attachments: B. Is the Project within 1/2 mile of qualifying transit?

YES		NO	
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 Attachments: C. Is the Project a local serving land use?

YES		NO	
-----	----------------------	----	----------------------

 Attachments: D. Is the Project in a low VMT area?

YES		NO	
-----	----------------------	----	----------------------

 Attachments: E. Are the Project's Net Daily Trips less than 500 ADT?

YES		NO	
-----	----------------------	----	----------------------

 Attachments: **Low VMT Area Evaluation:**

Citywide VMT Averages ¹		
Citywide Home-Based VMT =	21.6	VMT/Capita
Citywide Employment VMT =	25.1	VMT/Employee

Project TAZ	VMT Rate for Project TAZ ¹	Type of Project	
	VMT/Capita	Residential:	
	VMT/Employee	Non-Residential:	

¹ Base year (2016) projections from OCTAM.**Trip Generation Evaluation:**Source of Trip Generation: Project Trip Generation:

Average Daily Trips (ADT)

Internal Trip Credit:	YES		NO		% Trip Credit:	
Pass-By Trip Credit:	YES		NO		% Trip Credit:	
Affordable Housing Credit:	YES		NO		% Trip Credit:	
Existing Land Use Trip Credit:	YES		NO		Trip Credit:	

Net Project Trip Generation:

Average Daily Trips (ADT)

 Attachments: Does project trip generation warrant an LOS evaluation outside of CEQA?

YES	--	NO	--
-----	----	----	----

III. VMT Screening Summary**A. Is the Project presumed to have a less than significant impact on VMT?**

A Project is presumed to have a less than significant impact on VMT if the Project satisfies at least one (1) of the VMT screening criteria.

--

B. Is mitigation required?

If the Project does not satisfy at least one (1) of the VMT screening criteria, then mitigation is required to reduce the Project's impact on VMT.

--

C. Is additional VMT modeling required to evaluate Project impacts?

If the Project does not satisfy at least one (1) of the VMT screening criteria AND generates 2,400 or more net daily trips, then additional VMT modeling using OCTAM is required. If the project generates less than 2,400 net daily trips, the Project TAZ VMT Rate can be used for mitigation purposes.

YES

--

NO

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IV. MITIGATION**A. Citywide Average VMT Rate (Threshold of Significance) for Mitigation Purposes:**

--

--

B. Unmitigated Project TAZ VMT Rate:

--

--

C. Percentage Reduction Required to Achieve the Citywide Average VMT:

--

D. VMT Reduction Mitigation Measures:

Source of VMT Reduction Estimates:

Project Location Setting

VMT Reduction Mitigation Measure:		Estimated VMT Reduction (%)
1.		0.00%
2.		0.00%
3.		0.00%
4.		0.00%
5.		0.00%
6.		0.00%
7.		0.00%
8.		0.00%
9.		0.00%
10.		0.00%
Total VMT Reduction (%)		0.00%

(Attach additional pages, if necessary, and a copy of all mitigation calculations.)

E. Mitigated Project TAZ VMT Rate:

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F. Is the project presumed to have a less than significant impact with mitigation?

--

If the mitigated Project VMT rate is below the Citywide Average Rate, then the Project is presumed to have a less than significant impact with mitigation. If the answer is no, then additional VMT modeling may be required and a potentially significant and unavoidable impact may occur. All mitigation measures identified in Section IV.D. are subject to become Conditions of Approval of the project. Development review and processing fees should be submitted with, or prior to the submittal of this Form. The Planning Department staff will not process the Form prior to fees being paid to the City.

Prepared By				Developer/Applicant			
Company:				Company:			
Contact:				Contact:			
Address:				Address:			
Phone:				Phone:			
Email:				Email:			
Date:				Date:			
Approved by:							
Laguna Hills Community Development Dept.				Laguna Hills Public Services Dept.			

Appendix B

City of Laguna Hills VMT Screening Form for Transportation Projects



CITY OF LAGUNA HILLS VMT SCREENING FORM FOR TRANSPORTATION PROJECTS

PAGE 1 of 1

This Review Form acknowledges the City of Laguna Hills requirements for the CEQA Transportation evaluation of the following Transportation project with respect to Vehicle Miles Traveled. The analysis provided in this form must follow the City of Laguna Hills Approved TIA Guidelines, dated _____.)

Project No.: _____

Related Projects: _____

Project Name: _____

Project Limits:: _____

Project Description: _____

Anticipated Date of Construction: _____

(Please attach a copy of the Project Improvement Plans with the appropriate project information)

Consultant		Agency doing the Construction
Company Name:	_____	_____
Contact Person:	_____	_____
Address:	_____	_____
Telephone:	_____	_____
Primary Contact Email	_____	_____

A. Is this a City Project ?

YES		NO	
-----	--	----	--

B. Is this a Private Development Project ?

YES		NO	
-----	--	----	--

C. Does this project qualify for an Exemption per the City's TIA Guidelines?

YES		NO	
-----	--	----	--

(See Section D for Exemptions)

D. Exemption Criteria:

Check all that apply:

1. Rehabilitation, maintenance, replacement, safety and repair projects.
2. Roadway safety or hardware installation projects.
3. Roadway shoulder or parking lane enhancements.
4. Reconfiguration of traffic lanes to accommodate turn lanes, to a left turn lanes or may other modifications to accommodate existing traffic.
5. Addition of new through lanes that are consistent with the city's general plan and circulation element that has had previous CEQ a review.
6. Installation of traffic signals, traffic control devices and TSM (transportation system management) system
7. Installation of traffic calming devices or roundabouts.
8. Installation of transit facilities including transit service, bus stops bus turnouts and any other transit related facilities.
9. Conversion of streets from one way to two way operation or removal or installation of on street parking spaces.
10. Installation of traffic or other signage to facilitate traffic operations for vehicles including bicycles public transit and pedestrians.
11. Addition of new or enhanced bicycle or pedestrian facilities.
12. Installation of publicly available alternative fuel claim charging infrastructure.
13. Construction of other transportation facilities exempt per OPR recommendation or that in the opinion of the public service says director would not directly increase the VMT in the city.

E. Does the project require OCTAM VMT modeling to determine the impact on induced travel?

YES		NO	
-----	--	----	--

Note: The Transportation Project Scoping Form and appropriate fee must be submitted with, or prior to submittal of this form. The Engineering Department staff will not process the Form prior to the fee being paid to the City.

Recommended by:	Approved by:
Consultant's Representative:	Laguna Hills Planning Department:
Date:	Date:
Revised on:	Laguna Hills Public Services Dept.
Approved on:	Date:

Appendix C

Evaluation of Daily Trip Screening Criteria



Appendix C: Evaluation of Daily Trip Screening Criteria

The City of Laguna Hills recognizes projects that generate less than 500 Average Daily Traffic (ADT) would generally be assumed to cause less than significant transportation impact under CEQA. This is consistent with the general concept recommended by OPR for small project screening. However, OPR recommends that absent substantial evidence indicating that a project would generate a potentially significant level of VMT, or inconsistency with a Sustainable Communities Strategy (SCS) or general plan, projects that generate or attract fewer than 110 ADT generally may be assumed to cause a less than significant transportation impact. This section provides further analysis and evidence for justifying the City of Laguna Hills Daily Trip Screening Criteria.

1. Impact to Total Citywide VMT

The following analysis was prepared to look at how an individual project's ADT would contribute to changes in the total citywide VMT. OCTAM base year 2016 statistics were used to show potential changes from developments of varying size. Table C-1 shows the change in citywide VMT from six (6) different land use projects that generate 110 ADT, 250 ADT, 500 ADT and 2,400 ADT.

As shown in Table C-1, the incremental change in the citywide VMT from a project that generates 500 ADT would range from approximately 0.1% to 0.33% increase. While the increase is approximately 4.5 times higher than a project that generates 110 ADT, the relative change is still considered insignificant in comparison to the total citywide VMT and it would not be expected to significantly change the City's VMT efficiency rates. Thus, a project that generates 500 ADT would have the potential to meet the criteria for a small project in the City of Laguna Hills.

Table C-1
Evaluation of Screening Criteria

Land Use	110 ADT ¹	250 ADT ¹	500 ADT ¹	2,400 ADT ¹
Residential				
Single Family (DU)	11	26	53	254.4
Percent Increase in Citywide VMT	0.04%	0.10%	0.20%	0.96%
Multifamily (DU)	15	34	68	326.4
Percent Increase in Citywide VMT	0.06%	0.13%	0.26%	1.23%
Senior Housing (DU)	29	67	135	648
Percent Increase in Citywide VMT	0.07%	0.16%	0.33%	1.56%
Employment				
General Office (TSF)	11.3	25.65	51.3	246.2
Percent Increase in Citywide VMT	0.06%	0.13%	0.26%	1.23%
General Retail (TSF)	2.9	6.6	13.2	63.4
Percent Increase in Citywide VMT	0.02%	0.05%	0.10%	0.47%
General Light Industrial (TSF)	22.2	50.4	100.8	531.8
Percent Increase in Citywide VMT	0.06%	0.14%	0.28%	1.33%

¹ ADT calculated based on ITE Trip Generation Manual, 10th Edition, 2017.



The statistical data from OCTAM base year 2016 that was used for evaluating the screening criteria in Table C-1 is provided in Table C-2 for reference.

Table C-2
OCTAM Base Year 2012 Stats

Home-based VMT per Capita	21.6
Home-based work VMT per Employee	25.1
Total Population	33,776
Total Employment	18,482
Total Occupied Households	11,517
Population per Occupied Household	2.93
Population per Senior Household*	1.87
Office Employees per TSF*	3.33
Retail Employees per TSF*	5.00
Industrial Employees per TSF*	1.67
Total Citywide VMT	1,675,477

*Estimated from other sources

2. Impact to GHG Emissions

GHG emissions from mobile sources (i.e. cars and trucks) are typically the largest source of operational emissions generated by a land use project. The quantity of GHG emissions generated by mobile sources is positively correlated to VMT; the more VMT a project generates, the more GHG emissions it will generate. Since SB 743 seeks to reduce GHG emissions through the reduction of VMT, the VMT screening criteria should ensure that all potential projects that are presumed to be less than significant for transportation would also be less than significant for greenhouse gas.

This section provides a brief analysis, evidence and quantification of GHG emissions based on the recommended daily trip screening criteria of 500 ADT and compares the results to the SCAQMD Interim CEQA GHG Significance Thresholds. The California Emissions Estimator Model Version 2016.3.2 (CalEEMod) was used to calculate GHG emissions for six (6) common land uses in the City of Laguna Hills. CalEEMod is a statewide land use emissions computer model developed for the California Air Pollution Control Officers Association (CAPCOA) in collaboration with the California air districts.

Estimates of mobile source emissions require information on three parameters: VMT (trip generation x trip length), vehicle fleet mix, and emission factors (quantity of emission for each mile traveled or time spent idling by each vehicle).



Table C-3
Estimated GHG Emissions for 500 ADT Screening Criteria

Emissions Source ²	MTCO ₂ e/Year ¹					
	Single Family (53 DU)	Multifamily (68 DU)	Senior Housing (135 DU)	General Office (51.3 TSF)	General Retail (13.2 TSF)	Light Industrial (100.8 TSF)
Mobile Sources	1546.3	1526.9	1477.6	610.7	486.1	1,049.5
Energy Sources	209.3	137.0	280.3	254.7	49.7	423.7
Area Sources	17.9	23.0	45.6	0.0	0.0	0.0
Water	26.8	34.4	68.3	70.2	7.5	141.6
Waste	31.3	15.7	31.2	24.0	7.0	69.1
Total Annual GHG Emissions	1,831.6	1,737.0	1,903.0	959.5	550.3	1,683.8
SCAQMD Threshold	3,000					
Exceed Threshold?	No	No	No	No	No	No
Percent Below Threshold	39%	42%	37%	68%	82%	44%

¹ MTCO₂e = Metric Tons of Carbon Dioxide Equivalents per Year

² CalEEMod default parameters were used in all emissions calculations except for changes to the following; trip generation rates were changed to reflect the latest ITE 10 Trip Gen Manual, 10th Edition, and changes were made to the home-based and worker trip lengths to reflect citywide averages of 21.6 VMT/capita and 25.1 VMT/worker.

As shown in Table C-3, the estimated GHG emissions from land use projects that generate 500 ADT or less would be expected to be well below the applicable SCAQMD thresholds of significance. Therefore, projects that generate 500 ADT or less would generally be presumed to have a less than significant impact for greenhouse gas.

Appendix D

CAPCOA Fact Sheets for the Quantification of VMT Reduction

Table 6-2: Transportation Category

Transportation						
Category	Measure Number	Strategy	BMP	Grouped With #	Range of Effectiveness	
					Percent Reduction in GHG Emissions	Basis
Land Use / Location	LUT-1	Increase Density			1.5-30.0%	VMT
	LUT-2	Increase Location Efficiency			10-65%	VMT
	LUT-3	Increase Diversity of Urban and Suburban Developments (Mixed Use)			9-30%	VMT
	LUT-4	Incr. Destination Accessibility			6.7-20%	VMT
	LUT-5	Increase Transit Accessibility			0.5-24.6%	VMT
	LUT-6	Integrate Affordable and Below Market Rate Housing			0.04-1.20%	VMT
	LUT-7	Orient Project Toward Non-Auto Corridor			NA	
	LUT-8	Locate Project near Bike Path/Bike Lane			NA	
	LUT-9	Improve Design of Development			3.0-21.3%	VMT
Neighborhood / Site Design	SDT-1	Provide Pedestrian Network Improvements			0-2%	VMT
	SDT-2	Traffic Calming Measures			0.25-1.00%	VMT
	SDT-3	Implement a Neighborhood Electric Vehicle (NEV) Network			0.5-12.7%	VMT
	SDT-4	Urban Non-Motorized Zones		SDT-1	NA	
	SDT-5	Incorporate Bike Lane Street Design (on-site)		LUT-9	NA	
	SDT-6	Provide Bike Parking in Non-Residential Projects		LUT-9	NA	
	SDT-7	Provide Bike Parking in Multi-Unit Residential Projects		LUT-9	NA	
	SDT-8	Provide EV Parking		SDT-3	NA	
	SDT-9	Dedicate Land for Bike Trails		LUT-9	NA	
Parking Policy / Pricing	PDT-1	Limit Parking Supply			5-12.5%	
	PDT-2	Unbundle Parking Costs from Property Cost			2.6-13%	
	PDT-3	Implement Market Price Public Parking (On-Street)			2.8-5.5%	
	PDT-4	Require Residential Area Parking Permits		PDT-1, 2 & 3	NA	

Understanding Fact Sheets

Transportation - continued

Category	Measure Number	Strategy	BMP	Grouped With #	Range of Effectiveness	
					Percent Reduction in GHG Emissions	Basis
Trip Reduction Programs	TRT-1	Implement Voluntary CTR Programs			1.0-6.2%	Commute VMT
	TRT-2	Implement Mandatory CTR Programs – Required Implementation/Monitoring			4.2-21.0%	Commute VMT
	TRT-3	Provide Ride-Sharing Programs			1-15%	Commute VMT
	TRT-4	Implement Subsidized or Discounted Transit Prog.			0.3-20.0%	Commute VMT
	TRT-5	Provide End of Trip Facilities		TRT-1, 2 & 3	NA	
	TRT-6	Telecommuting and Alternative Work Schedules			0.07-5.50%	Commute VMT
	TRT-7	Implement Commute Trip Reduction Marketing			0.8-4.0%	Commute VMT
	TRT-8	Implement Preferential Parking Permit Program		TRT-1, 2 & 3	NA	
	TRT-9	Implement Car-Sharing Program			0.4-0.7%	VMT
	TRT-10	Implement School Pool Program			7.2-15.8%	School VMT
	TRT-11	Provide Employer-Sponsored Vanpool/Shuttle			0.3-13.4%	Commute VMT
	TRT-12	Implement Bike-Sharing Program		SDT-5, LUT-9	NA	
	TRT-13	Implement School Bus Program			38-63%	School VMT
	TRT-14	Price Workplace Parking			0.1-19.7%	Commute VMT
	TRT-15	Implement Employee Parking “Cash-Out”			0.6-7.7%	Commute VMT

Attachment: Attachment 1 - Proposed Resolution (2174 : Adoption of Vehicle Miles Traveled (VMT) Analysis Guidelines)

Transportation - continued

Category	Measure Number	Strategy	BMP	Grouped With #	Range of Effectiveness	
					Percent Reduction in GHG Emissions	Basis
Transit System Improvements	TST-1	Provide a Bus Rapid Transit System			0.02-3.2%	VMT
	TST-2	Implement Transit Access Improvements		TST-3, TST-4	NA	
	TST-3	Expand Transit Network			0.1-8.2%	VMT
	TST-4	Increase Transit Service Frequency/Speed			0.02-2.5%	VMT
	TST-5	Provide Bike Parking Near Transit		TST-3, TST-4	NA	
	TST-6	Provide Local Shuttles		TST-3, TST-4	NA	
Road Pricing / Management	RPT-1	Implement Area or Cordon Pricing			7.9-22.0%	VMT
	RPT-2	Improve Traffic Flow			0-45%	VMT
	RPT-3	Require Project Contributions to Transportation Infrastructure Improvement Projects		RPT-2, TST-1 to 6	NA	
	RPT-4	Install Park-and-Ride Lots		RPT-1, TRT-11, TRT-3, TST-1 to 6	NA	
Vehicles	VT-1	Electrify Loading Docks and/or Require Idling-Reduction Systems			26-71%	Truck Idling Time
	VT-2	Utilize Alternative Fueled Vehicles			Varies	
	VT-3	Utilize Electric or Hybrid Vehicles			0.4-20.3%	Fuel Use

Appendix E

OPR Technical Advisory
Excerpt on the Evaluation of Transportation Projects

2. Determine the amount of VMT growth likely to result from background population growth, and subtract that from their “budget”;
3. Allocate their jurisdiction’s share between their various VMT-increasing transportation projects, using whatever criteria the lead agency prefers.

2. Estimating VMT Impacts from Transportation Projects

CEQA requires analysis of a project’s potential growth-inducing impacts. (Pub. Resources Code, § 21100, subd. (b)(5); CEQA Guidelines, § 15126.2, subd. (d).) Many agencies are familiar with the analysis of growth inducing impacts associated with water, sewer, and other infrastructure. This technical advisory addresses growth that may be expected from roadway expansion projects.

Because a roadway expansion project can induce substantial VMT, incorporating quantitative estimates of induced VMT is critical to calculating both transportation and other impacts of these projects. Induced travel also has the potential to reduce or eliminate congestion relief benefits. An accurate estimate of induced travel is needed to accurately weigh costs and benefits of a highway capacity expansion project.

The effect of a transportation project on vehicle travel should be estimated using the “change in total VMT” method described in *Appendix 1*. This means that an assessment of total VMT without the project and an assessment with the project should be made; the difference between the two is the amount of VMT attributable to the project. The assessment should cover the full area in which driving patterns are expected to change. As with other types of projects, the VMT estimation should not be truncated at a modeling or jurisdictional boundary for convenience of analysis when travel behavior is substantially affected beyond that boundary.

Transit and Active Transportation Projects

Transit and active transportation projects generally reduce VMT and therefore are presumed to cause a less-than-significant impact on transportation. This presumption may apply to all passenger rail projects, bus and bus rapid transit projects, and bicycle and pedestrian infrastructure projects. Streamlining transit and active transportation projects aligns with each of the three statutory goals contained in SB 743 by reducing GHG emissions, increasing multimodal transportation networks, and facilitating mixed use development.

Roadway Projects

Reducing roadway capacity (for example, by removing or repurposing motor vehicle travel lanes) will generally reduce VMT and therefore is presumed to cause a less-than-significant impact on transportation. Generally, no transportation analysis is needed for such projects.

Building new roadways, adding roadway capacity in congested areas, or adding roadway capacity to areas where congestion is expected in the future, typically induces additional vehicle travel. For the types of projects previously indicated as likely to lead to additional vehicle travel, an estimate should be made of the change in vehicle travel resulting from the project.

For projects that increase roadway capacity, lead agencies can evaluate induced travel quantitatively by applying the results of existing studies that examine the magnitude of the increase of VMT resulting from a given increase in lane miles. These studies estimate the percent change in VMT for every percent change in miles to the roadway system (i.e., “elasticity”).³⁵ Given that lead agencies have discretion in choosing their methodology, and the studies on induced travel reveal a range of elasticities, lead agencies may appropriately apply professional judgment in studying the transportation effects of a particular project. The most recent major study, estimates an elasticity of 1.0, meaning that every percent change in lane miles results in a one percent increase in VMT.³⁶

To estimate VMT impacts from roadway expansion projects:

1. Determine the total lane-miles over an area that fully captures travel behavior changes resulting from the project (generally the region, but for projects affecting interregional travel look at all affected regions).
2. Determine the percent change in total lane miles that will result from the project.
3. Determine the total existing VMT over that same area.
4. Multiply the percent increase in lane miles by the existing VMT, and then multiply that by the elasticity from the induced travel literature:

$$[\% \text{ increase in lane miles}] \times [\text{existing VMT}] \times [\text{elasticity}] = [\text{VMT resulting from the project}]$$

A National Center for Sustainable Transportation tool can be used to apply this method:

<https://ncst.ucdavis.edu/research/tools>

This method would not be suitable for rural (non-MPO) locations in the state which are neither congested nor projected to become congested. It also may not be suitable for a new road that provides new connectivity across a barrier (e.g., a bridge across a river) if it would be expected to substantially

³⁵ See U.C. Davis, Institute for Transportation Studies (Oct. 2015) *Increasing Highway Capacity Unlikely to Relieve Traffic Congestion*; Boarnet and Handy (Sept. 2014) *Impact of Highway Capacity and Induced Travel on Passenger Vehicle Use and Greenhouse Gas Emissions*, California Air Resources Board Policy Brief, available at https://www.arb.ca.gov/cc/sb375/policies/hwycapacity/highway_capacity_brief.pdf.

³⁶ See Duranton and Turner (2011) *The Fundamental Law of Road Congestion: Evidence from US cities*, available at <http://www.nber.org/papers/w15376>.

shorten existing trips. If it is likely to be substantial, the trips-shortening effect should be examined explicitly.

The effects of roadway capacity on vehicle travel can also be applied at a programmatic level. For example, in a regional planning process the lead agency can use that program-level analysis to streamline later project-level analysis. (See CEQA Guidelines, § 15168.) A program-level analysis of VMT should include effects of the program on land use patterns, and the VMT that results from those land use effects. In order for a program-level document to adequately analyze potential induced demand from a project or program of roadway capacity expansion, lead agencies cannot assume a fixed land use pattern (i.e., a land use pattern that does not vary in response to the provision of roadway capacity). A proper analysis should account for land use investment and development pattern changes that react in a reasonable manner to changes in accessibility created by transportation infrastructure investments (whether at the project or program level).

Mitigation and Alternatives

Induced VMT has the potential to reduce or eliminate congestion relief benefits, increase VMT, and increase other environmental impacts that result from vehicle travel.³⁷ If those effects are significant, the lead agency will need to consider mitigation or alternatives. In the context of increased travel that is induced by capacity increases, appropriate mitigation and alternatives that a lead agency might consider include the following:

- Tolling new lanes to encourage carpools and fund transit improvements
- Converting existing general purpose lanes to HOV or HOT lanes
- Implementing or funding off-site travel demand management
- Implementing Intelligent Transportation Systems (ITS) strategies to improve passenger throughput on existing lanes

Tolling and other management strategies can have the additional benefit of preventing congestion and maintaining free-flow conditions, conferring substantial benefits to road users as discussed above.

G. Analyzing Other Impacts Related to Transportation

While requiring a change in the methodology of assessing transportation impacts, Public Resources Code section 21099 notes that this change “does not relieve a public agency of the requirement to analyze a project’s potentially significant transportation impacts related to air quality, noise, safety, or any other impact associated with transportation.” OPR expects that lead agencies will continue to

³⁷ See National Center for Sustainable Transportation (Oct. 2015) *Increasing Highway Capacity Unlikely to Relieve Traffic Congestion*, available at http://www.dot.ca.gov/newtech/researchreports/reports/2015/10-12-2015-NCST_Brief_InducedTravel_CS6_v3.pdf; see Duranton and Turner (2011) *The Fundamental Law of Road Congestion: Evidence from US cities*, available at <http://www.nber.org/papers/w15376>.

Appendix F

RK Engineering Group, Inc. Resumes of Key Personnel

Robert Kahn, P.E., T.E

Founding Principal

Areas of Expertise

Traffic Engineering

Transportation Planning

Transportation Solutions

Traffic Impact Analysis

Circulation Systems for Planned Communities

Traffic Control Device Warrants

Traffic Calming

Traffic Safety Studies

Bicycle Planning

Parking Demand Studies

Transportation Demand Management

Traffic Signal, Signing and Striping Plans

Traffic Control Plans

Parking Lot Design

Acoustical Engineering

Noise Impact Studies

Expert Witness / Legal Services

Professional History

RK Engineering Group, Inc., Founding Principal
2001-Present

RKJK & Associates, Inc., Principal, 1990-2000

Robert Kahn and Associates, Inc., Principal, 1988-1990

Jack G. Raub Company,
Vice President Engineering Planning, 1977-1988

The Irvine Company, Program Engineer, 1972-1977

Caltrans CA Division of Highways, Assistant Engineer, 1968-1972

Representative Experience

Robert Kahn, P.E., has worked professionally in traffic engineering and transportation planning since 1968. He received his Master of Science degree in civil engineering from the University of California, Berkeley, Institute of Transportation and Traffic Engineering. Mr. Kahn received his Bachelors degree in Civil Engineering from the University of California, Berkeley.

Mr. Kahn started his career in California Division of Highways (Caltrans) and developed the first computerized surveillance and control system for the Los Angeles area. Mr. Kahn developed the California Incident Detection Logic which is utilized throughout California for the detection of traffic incidents on the freeway system.

Mr. Kahn has worked for a major land development company preparing Master Plans for infrastructure. He also has worked eleven years with a multi-disciplined consulting engineering firm in charge of the Engineering Planning Department. This included all facets of preliminary design, tentative map preparation, transportation and environmental engineering, and public agency coordination.

Mr. Kahn has provided traffic and transportation services to major planned communities including Aliso Viejo, Coto De Caza, Foothill Ranch, Highlands Ranch in Denver, Colorado, Mission Viejo, Talega Planned Community in San Clemente, and Wolf Valley Ranch in Temecula. He has also provided contract traffic engineering services to the Cities of Irvine, Norwalk, Perris and San Jacinto in Riverside County, California.

Mr. Kahn has prepared traffic impact studies for numerous communities throughout Southern California, Nevada and in Colorado. Major traffic impact studies include the Aliso Viejo Town Center, the Summit Development, the Shops at Mission Viejo, Kaleidoscope, Dana Point Headlands, Foothill Ranch, Talega, Majestic Spectrum, and Centre Pointe in the City of Chino.

His work in the area of parking demand studies and parking lot design has been extensive. Shared parking studies for the Aliso Viejo Town Center, Foothill Ranch Towne Centre, Trabuco Plaza and numerous commercial sites have been completed to accurately determine the peak parking demand for mixed use projects. Mr. Kahn has been able to make the most efficient utilization of parking lots by maximizing efficient and safe systems.

Robert Kahn, P.E., T.E

Founding Principal

Education

University of California, Berkeley, M.S., Civil Engineering, 1968

University of California, Berkeley, B.S., Civil Engineering, 1967

University of California, Los Angeles, Graduate Courses in Transportation Systems, 1970

Registrations

California Registered Civil Engineer
No. 20285 – April 1971

California Registered Professional Engineer
Traffic, No. 0555 – June 1977

Colorado Professional Engineer
No. 22934, November 1984

Nevada Professional Engineer Civil
No. 10722 – March 1994

County of Orange, California Certified Acoustical Consultant
No. 201020 - 1984

Affiliations

Institute of Transportation Engineers (ITE)

American Society of Civil Engineers (ASCE)

Urban Land Institute (ULI)

Orange County Traffic Engineers Council (OCTEC)

Teaching

UCI Graduate Urban Design Studio Class – Guest Instructor

ITS Berkeley – Tech Transfer
Fundamentals of Traffic Engineering – Instructor

UCI Senior Civil Engineering Mentoring Program (CE181)

Mr. Kahn has been an innovator in developing and implementing traffic calming techniques. Over twenty years ago, Mr. Kahn refined the design and implementation standards for speed humps for use in local neighborhoods. Most recently, he has been involved in the development of modern roundabouts in lieu of traffic signals or other traffic control devices at intersections. Mr. Kahn previously presented the use of traffic calming devices in newly developing communities to the Institute of Transportation Engineers Traffic Calming Conference in Monterey, California.

Mr. Kahn has been involved in the design of traffic signal systems, signing and striping plans on hundreds of projects for both the public and private sector. Most recently, he has completed the design of several traffic signals which will serve the renovated Shops at Mission Viejo Mall. Mr. Kahn was in charge of a major ITS project for the City of Irvine, which provided fiberoptic interconnect and closed circuit TV along Barranca Parkway, Alton Parkway and Lake Forest Drive.

Mr. Kahn has been involved in acoustical engineering since 1978. He was in responsible charge of the Aliso Viejo Noise Monitoring Program which redefined the 65 CNEL noise contours for MCAS El Toro. He has also developed computer applications of the FHWA Noise Model.

Mr. Kahn has prepared numerous noise impact reports in the Aliso Viejo, Mission Viejo, Foothill Ranch, Santa Margarita, Ladera and Talega Planned Communities. Noise impacts from stationery sources including car washes, loading docks, air conditioning compressors, drive-thru speakers and other sources have been evaluated in the Aliso Viejo Auto Retail Center Noise Study, Albertsons Store 606 Noise Study-Rancho Cucamonga, Pro Source Distribution Building Final Noise Study in Ontario. Major specific plan and zone change noise studies have been prepared for the Summit Heights Specific Plan in Fontana, Lytle Creek Land and Resources Property in Rialto, Tamarack Square in Carlsbad, California, International Trade and Transportation Center in Kern County, California, and Sun City/Palm Springs.

Mr. Kahn founded the firm of Robert Kahn and Associates in 1988, which was the predecessor to RKJK & Associates, Inc. in 1990. He has made presentations to the ITE and the California Public Works Conference. Mr. Kahn has published numerous articles on traffic impact assessment, traffic calming, striping and the status of Bicycle Sharing in the USA. He was awarded the Wayne T property award in 2011-2012. Mr. Kahn has been a mentor and advisor to the UCI Senior Civil Engineering Project (CE181) for the past several years. He provides students the opportunity to develop a real life transportation project for the program.

Rogier H. Goedecke

President

Areas of Expertise

Parking Utilization

Traffic Calming

Business Development

Corporate Management

Sales & Marketing

Project Management

Education

B.S. International Marketing & Sales Management. Southern Illinois University at Carbondale, 1996

Professional History

RK Engineering Group, Inc.,
President
2006 to Present

Segue Corporation
Vice President, Corporate Development
2005-2006

Goedecke and Assoc. Inc.
Partner / Vice President
1996-2005

Affiliation and Awards

City of Aliso Viejo Planning Commission Vice Chairman (2007-2010)

Urban Land Institute Member (Since 2005)

Vistage Worldwide Member (Since 2016)

Representative Experience

As President, Rogier Goedecke brings over 25 years of business development and managerial experience to RK Engineering Group, Inc. His commitment to superior customer service and team leadership is evident in his experience in global operations and management within the IT industry.

Mr. Goedecke is responsible for directing RK's strategic plans and integrating advanced solutions in order to create a high performance environment, serve clients and enhance RK's market presence. In addition, Mr. Goedecke is also responsible for overall business operations, business development and marketing at RK, as well as, overseeing project management for the Transportation Planning and Environmental divisions of the firm.

Mr. Goedecke regularly lectures at universities on current issues in Business and Customer Service and has published articles in professional trade journals on Management and Logistics. At the Visionary Selling to Executives Conference, he was honored to receive a commendation for excellence.

Mr. Goedecke has managed Traffic Impact Studies, Parking Demand Analysis, Traffic Calming etc. for RK throughout Southern California and successfully coordinated RK's staff efforts for comprehensive analysis, mitigation and study preparation all while maintaining RK's mission to provide clients with accurate, on-time and on-budget service.

Bryan Estrada, AICP, PTP

Senior Associate

Areas of Expertise

Transportation and Environmental Planning
 Transportation Demand Management
 Traffic Impact Studies
 Parking Studies
 Air Quality Analysis
 Greenhouse Gas/Global Climate Change Analysis
 Environmental Acoustics/Noise Analysis
 CEQA Compliance
 Synchro Traffic Analysis Software
 California Emissions Estimator Model (CalEEMod)
 FHWA Noise Modeling
 SoundPLAN Software
 AutoCAD

Education and Training

University of California, Irvine, B.A., Urban Studies
 California Air Resources Board, Air Quality Training Program
 Geo Instruments Vibration Monitoring Short Course

Professional History

RK Engineering Group, Inc.
 Senior Associate
 2007 - Present

Certificates and Affiliations

American Institute of Certified Planners (AICP)
 Professional Transportation Planner (PTP)
 American Planning Association
 Association of Environmental Professionals

Representative Experience

Mr. Bryan Estrada is a native of Southern California and also stayed in the area by attending the University of California, Irvine, School of Planning, Policy and Design where he received a Bachelor of Arts degree in Urban Studies. Mr. Estrada's multidisciplinary background is concentrated around current transportation challenges and their environmental impacts within urban areas. Mr. Estrada is committed to sustainable development practices, transportation demand management, and global climate change awareness.

Since 2007, Mr. Estrada has gained experience in the many aspects of Transportation and Environmental Planning while working with RK Engineering Group. He is an active member of the American Planning Association (APA) and the Association of Environmental Professionals (AEP), and stays up to date on the latest trends and topics concerning CEQA policy. He is frequently engaged with local government agencies, community groups, and developers to help to craft innovative solutions to mitigate traffic, noise and air quality impacts throughout the community.

Mr. Estrada's experience includes traffic/transportation planning, air quality and greenhouse gas analysis, and environmental acoustics/noise analysis. He has also contributed to the design and construction of traffic signal plans, signing and striping plans and traffic control plans. He is regularly out in the field performing assessments and inventories of project sites and meeting with community stakeholders.

Mr. Estrada works on transportation and environmental planning projects that range from focused site-specific technical studies to regional and General Plan level analyses. His recent work includes Mixed Use Development projects in Downtown Huntington Beach, the City of Aliso Viejo General Plan Update and Aliso Viejo Town Center Vision Plan, Eleanor Roosevelt High School eStem Academy Traffic Impact Study and On-Site Circulation Plan (Eastvale, CA), Great Wolf Lodge Resort (Garden Grove, CA), Starbucks Coffee Shops (multiple locations through Southern California), Paradise Knolls Specific Plan (Jurupa Valley, CA), Vista Del Agua Specific Plan (Coachella, CA), and Monterey Park Hotel Mixed Use Development Project (Monterey Park, CA).

Mr. Estrada has obtained the American Institute of Certified Planners (AICP) certification granted by the American Planning Association and the Professional Transportation Planner (PTP) certification granted by the Transportation Professional Certification Board.

Mohammad “Alex” Tabrizi, P.E., T.E. Associate Principal Engineer

Areas of Expertise

Traffic Engineering
 Transportation Planning & Engineering
 Traffic Impact Analysis
 Transportation Demand Management Plans & Strategies
 Due Diligence Studies
 Traffic Signal Timing & Progression Analysis
 Site Access, Wayfinding & Circulation System Design & Review
 Project & Infrastructure Phasing
 Roundabout Analysis
 Traffic Control Device Warrants
 Traffic Calming & Traffic Safety Studies
 Parking Demand Studies & Parking Lot Design

Professional History

RK Engineering Group, Inc., 2014-Present
 California Board for Professional Engineers, Land Surveyors & Geologists - Expert Consultant & Traffic Engineering Occupational Task Force Member, 2016-Present
 RBF Consulting, Associate, 2005-2014
 Urban Crossroads, Inc., Engineering Aide, 2003-2005

Education

University of California, Irvine, B.S., Civil Engineering, 2005

Registrations

California Registered Civil Engineer
 No. 78923 – December 2011
 California Registered Traffic Engineer
 No. 2722 – December 2014

Affiliations

American Society of Civil Engineers (ASCE)
 Orange County Traffic Engineers Council (OCTEC)

Representative Experience

Alex Tabrizi, P.E., T.E., has worked professionally in the field traffic engineering and transportation planning/engineering since 2003. He received his bachelors of science degree in civil engineering with an emphasis on structural engineering from the University of California, Irvine.

Mr. Tabrizi has extensive experience in providing transportation planning and engineering consulting services and expertise to a wide range of clients including private sector, land developers, public agencies, various districts of California Department of Transportation (Caltrans), and local governments. Mr. Tabrizi has completed and supervised preparation of hundreds of complex transportation planning and parking demand/utilization studies over the past decade with successful track record in providing innovative, cost-effective and practical technical consulting services and solutions for politically sensitive, complex, and unique projects involving numerous stakeholders and requiring to meet accelerated project schedules.

As an Expert consultant to the California Board for Professional Engineers, Land Surveyors, and Geologists, Mr. Tabrizi assists the Board with development, maintenance, and validation of material for the Board's professional licensing examinations.

Mr. Tabrizi is also a member of the Traffic Engineering Occupational Analysis Task Force assisting the State's Board of Engineers in determining descriptive information about the tasks performed by Traffic Engineers in the industry and the knowledge standards required to adequately perform those tasks.

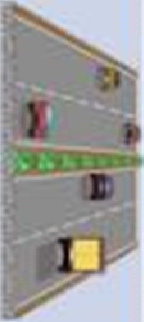
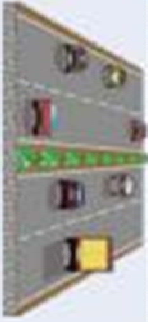
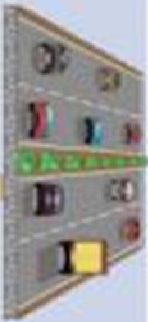
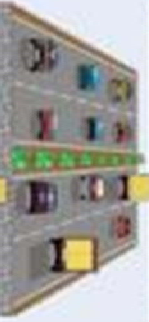
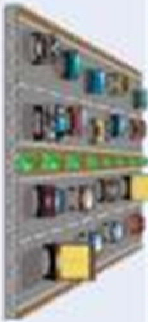
Mr. Tabrizi has performed transportation planning studies dealing with various stages of project development, such as signal warrant analysis, circulation analysis, full traffic impact analysis, roundabout analysis and parking studies. He has prepared traffic flow visual simulations combining measured vehicular and pedestrian volumes with aerial imagery to show existing and future traffic circulation for public understanding and discussion. Mr. Tabrizi has also completed a number of transportation engineering and roadway design projects ranging from preparing preliminary studies and reports such as Caltrans Project Reports (PR) and City street improvement concepts to final construction plans, specifications, and cost estimates for Caltrans highway improvement projects.

Mr. Tabrizi is knowledgeable in computer applications for transportation engineering and planning, including, AutoCAD, Microstation with InRoads, Traffix, HCS, Synchro/SimTraffic, and aaSIDRA.



Attachment #2

Level of Service (LOS)

LOS	Flow Conditions	Description
A		Highest quality of service. Traffic flows freely with little or no restrictions on speed or maneuverability. No Delays
B		Traffic is stable and flows freely. The ability to maneuver in traffic is only slightly restricted. No Delays
C		Few restrictions on speed. Freedom to maneuver is restricted. Drivers must be more careful making lane changes. Minimal Delays
D		Speeds decline slightly and density increases. Freedom to maneuver is noticeably limited. Minimal Delays
E		Vehicles are closely spaced, with little room to maneuver. Driver comfort is poor. Significant Delays
F		Very congested traffic with traffic jams, especially in areas where vehicles have to merge. Significant Delays