



CITY OF LAGUNA HILLS CITY COUNCIL/PLANNING AGENCY

REGULAR MEETING AGENDA Tuesday, June 25, 2019 – 7:00 PM (Closed Session at 6:00 PM when scheduled)

Don Sedgwick, Mayor

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

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

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

Any person wishing to address the City Council/Planning Agency on any matter, whether or not it appears on this Agenda, is asked to complete a pink "Request to Speak" form available on the table at the back of the Chamber. The completed form is to be submitted to the City Clerk prior to an individual being heard by the City Council/Planning Agency. Completion of the form is voluntary. All persons may attend the meeting regardless of whether this form is completed.

Members of the public wishing to address the City Council can do so during the Public Comments portion of the Agenda with a time limitation of three minutes per person, an overall time limit of ten minutes for any one subject, and a total time limit of thirty minutes for Public Comments. If you are commenting on an Agenda item, your comments will be heard at the time that item is scheduled on the Agenda. If you are addressing the City Council on an item not listed on the Agenda, the City Council is prohibited by law from discussing or taking any action on that item.

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: COUNCIL MEMBER PEZOLD

ROLL CALL OF CITY COUNCIL MEMBERS

CLOSED SESSION REPORT

1. PRESENTATIONS AND PROCLAMATIONS**1.1 Interstate 5 - Segment 2 Construction Schedule Presentation**

Recommendation: That the City Council receive a presentation from OCTA on the Interstate 5 - Segment 2 construction schedule.

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 May 28, 2019, Regular Meeting

Recommendation: That the City Council approve the Minutes for the May 28, 2019, Regular Meeting.

3.3 Approval of Minutes for June 11, 2019, Regular Meeting

Recommendation: That the City Council approve the Minutes for the June 11, 2019, Regular Meeting.

3.4 Approval of Warrant Register for June 25, 2019

Recommendation: That the City Council ratify the accompanying Warrant Register for the period from June 1, 2019, to June 13, 2019, in the amount of \$286,372.68.

3.5 Adoption of the Annual Appropriations Limit for Fiscal Year 2019/2020

Recommendation: That the City Council adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, determining and adopting an Appropriations Limit for Fiscal Year 2019/2020 in accordance with Article XIII B of the Constitution of the State of California, and Section 7910 of the Government Code."

3.6 Fiscal Year 2019/2020 Trauma Intervention Program Agreement

Recommendation: That the City Council approve the proposed Victim Support Services Agreement for Fiscal Year 2019/2020 with Trauma Intervention Programs, Inc. and authorize the City Manager to execute the Agreement.

3.7 Proposed Amendment No. 1 to the Senior Transportation Services Agreement with Cabco Yellow, Inc., Dba California Yellow Cab for Continued Taxi Transportation Services for the City's Senior Dial-A-Taxi Program

Recommendation: That the City Council approve and authorize the Mayor to execute proposed Amendment No. 1 to the Senior Transportation Services Agreement with Cabco Yellow, Inc., dba California Yellow Cab, to extend the term of the Agreement for an additional two years (Renewal Term) and to adjust the Fee Schedule for the Renewal Term so as to not increase the Rider Co-pay for the City's Senior Dial-a-Taxi Program.

3.8 Authorization to Advertise for Bids the Citywide Street Maintenance Project, CIP No. 101-K

Recommendation: That the City Council: (1) Find and determine the Citywide Street Maintenance Project, CIP No. 101-K, is categorically exempt from CEQA pursuant to Section 15301(c) of Title 14, Chapter 3 of the California Code of Regulations (Class 1, Existing Facilities exemption); (2) Approve the Plans and Specifications available at the office of the City Clerk and at the dais; and (3) Authorize the Advertisement for Bids of the Citywide Street Maintenance Project, CIP No. 101-K.

3.9 Approval of Proposed Professional Services Agreements for On-Call Civil Engineering, Project Management, and Support Services with (1) Ardurra Group, Inc., Dba AndersonPenna Partners; (2) Bucknam Infrastructure Group, Inc.; (3) HR Green Pacific, Inc.; (4) Interwest Consulting Group, Inc.; and (5) NV5, Inc.

Recommendation: That the City Council approve the proposed Professional Services Agreements for On-call Civil Engineering, Project Management, and Support Services with (1) Ardurra Group, Inc., dba AndersonPenna Partners; (2) Bucknam Infrastructure Group, Inc.; (3) HR Green Pacific, Inc.; (4) Interwest Consulting Group, Inc.; and (5) NV5, Inc., and authorize the Mayor to execute the Agreements.

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 May 28, 2019, Regular Meeting

Recommendation: That the Planning Agency approve the Minutes for the May 28, 2019, Regular Meeting.

4.3.2 Approval of Minutes for June 11, 2019, Regular Meeting

Recommendation: That the Planning Agency approve the Minutes for the June 11, 2019, Regular Meeting.

4.4. ADMINISTRATIVE REPORTS

4.4.1 Adoption of a Resolution Making Findings of General Plan Consistency for the Proposed Fiscal Year 2019/2020 Capital Improvement Program

Recommendation: That the Planning Agency adopt a Resolution entitled: "A Resolution of the Planning Agency of the City of Laguna Hills, California, finding that the proposed Fiscal Year 2019/2020 Capital Improvement Program conforms with the General Plan of the City of Laguna Hills pursuant to California Government Code Section 65401."

4.5. PLANNING AGENCY PUBLIC HEARINGS

PLANNING AGENCY ADJOURNMENT

5. CITY COUNCIL PUBLIC HEARINGS

5.1 Adoption of the Biennial Budget for Fiscal Years 2019/2020 & 2020/2021, Including the Operating Budget, Debt Service, Six-Year Capital Improvement Plan, and Other Appropriations

Recommendation: That the City Council: (1) Conduct a Public Hearing regarding the Biennial Budget for Fiscal Years 2019/2020 & 2020/2021; and (2) Adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, adopting the Operating Budget, Capital Improvement Program, and Other Appropriations for the City of Laguna Hills for Fiscal Years 2019/2020 - 2020/2021."

6. ADMINISTRATIVE REPORTS

6.1. City Manager

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 July 9, 2019, in the City Council Chamber, located at 24035 El Toro Road, Laguna Hills, California.

CERTIFICATION

I, Melissa Au-Yeung, City Clerk of the City of Laguna Hills, do hereby certify that a copy of the foregoing Agenda was posted at Laguna Hills City Hall, Laguna Hills Community Center, and the Courtyard at La Paz Center by June 21, 2019, at 5:00 pm.



City Clerk

June 21, 2019

Date

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

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

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



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: June 25, 2019
TO: Mayor and Council Members
FROM: Jennifer Lee
Assistant City Clerk
ISSUE: Approval of Minutes for May 28, 2019, Regular Meeting

RECOMMENDATION: That the City Council approve the Minutes for the May 28, 2019, Regular Meeting.

ATTACHMENTS:

- 190528 CC Minutes

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

**REGULAR MEETING
MINUTES
Tuesday, May 28, 2019**

GENERAL BUSINESS - CONVENING AT 7:00 PM

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE: COUNCIL MEMBER WHEELER

ROLL CALL OF CITY COUNCIL MEMBERS

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

1. PRESENTATIONS AND PROCLAMATIONS

There were no Presentations and Proclamations.

2. PUBLIC COMMENTS

Andrea Alexander, Secretary/Community Outreach for Canyon Democrats, invited the City Council to a Homeless 101 event presented by the United Way and spoke regarding homelessness.

Ann Owens, Membership/Community Outreach for Canyon Democrats, invited the City Council to a Homeless 101 event presented by the United Way and spoke regarding homelessness.

Roger Olson, a resident of Laguna Hills, spoke regarding homelessness.

3. CONSENT CALENDAR

Motion to approve the Consent Calendar.

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

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

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

3.2 Approval of Minutes for May 14, 2019, Regular Meeting

Recommendation: That the City Council approve the Minutes for the May 14, 2019, Regular Meeting.

3.3 Approval of Warrant Register for May 28, 2019

Recommendation: That the City Council ratify the accompanying Warrant Register for the period from May 3, 2019, to May 16, 2019, in the amount of \$164,331.90.

3.4 Second Reading & Adoption of Proposed Ordinance Amending and Restating Section 4-44.060 (Application for Permits) of Chapter 4-44 (Taxi Administration Program) of Title 4 (Business Regulations) of the Laguna Hills Municipal Code

Recommendation: That the City Council adopt Ordinance No. 2019-3: "An Ordinance of the City of Laguna Hills, California, amending and restating Section 4-44-060 (Application for Permits) of Chapter 4-44 (Taxi Administration Program) of Title 4 (Business Regulations) of the Laguna Hills Municipal Code."

ITEMS REMOVED FROM THE CONSENT CALENDAR

There were no items removed from the Consent Calendar.

4. PLANNING AGENCY

Mayor Sedgwick recessed the City Council Meeting, and acting in capacity as Chair, called the Regular Meeting of the Planning Agency of the City of Laguna Hills, California, to order at 7:11 p.m.

4.1. ROLL CALL OF PLANNING AGENCY MEMBERS

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

4.2. PUBLIC COMMENTS

There were no Planning Agency Public Comments.

4.3. APPROVAL OF MINUTES FOR MAY 14, 2019**4.3.1 Approval of Minutes for May 14, 2019, Regular Meeting**

Recommendation: That the Planning Agency approve the Minutes for the May 14, 2019, Regular Meeting.

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

4.4. ADMINISTRATIVE REPORTS

There were no Planning Agency Administrative Reports.

4.5. PLANNING AGENCY PUBLIC HEARINGS

There were no Planning Agency Public Hearings.

PLANNING AGENCY ADJOURNMENT

Mayor Sedgwick reconvened the City Council Meeting at 7:12p.m. All Council Members were present.

5. CITY COUNCIL PUBLIC HEARINGS

There were no City Council Public Hearings.

6. ADMINISTRATIVE REPORTS**6.1. City Manager****6.1.1 City Manager's Proposed 2019-2021 Biennial Budget and Six-Year Capital Improvement Plan**

City Manager White provided a PowerPoint presentation overview of the Proposed 2019-2021 Biennial Budget and Six-Year Capital Improvement Plan and responded to City Council requests for additional information.

City Manager White, Deputy City Manager/City Clerk Au-Yeung, and Finance Director Reyes provided a PowerPoint presentation of the Proposed 2019-2021 Biennial Budget for the General Government department and responded to City Council requests for additional information.

City Manager White acknowledged the Laguna Hills Chamber of Commerce's written request for an annual contribution of \$10,000. Mayor Pro Tempore Heft stated that she will be recusing herself from participating in any discussion regarding the Laguna Hills Chamber of Commerce funding request and left the meeting at 8:47 p.m.

A motion was made to provide a \$5,000 membership payment to the Laguna Hills Chamber of Commerce with an agreement for a CityViews advertising partnership by Council Member Pezold and seconded by Council Member Gilbert.

A substitute motion was made to provide a \$10,000 membership payment to the Laguna Hills Chamber of Commerce by Council Member Wheeler and seconded by Mayor Sedgwick.

RESULT:	FAILED [2-2]
MOVER:	Dave Wheeler, Council Member
SECONDER:	Don Sedgwick, Mayor
AYES:	Don Sedgwick, Mayor; Dave Wheeler, Council Member
NAYS:	Dore J. Gilbert, M.D., Council Member; Erica Pezold, Council Member

RECUSED:	Janine Heft, Mayor Pro Tempore
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Mayor Sedgwick called for a vote on the original motion as presented by Council Member Pezold.

RESULT:	APPROVED [3-1]
MOVER:	Erica Pezold, Council Member
SECONDER:	Dore J. Gilbert, M.D., Council Member
AYES:	Don Sedgwick, Mayor; Dore J. Gilbert, M.D., Council Member; Erica Pezold, Council Member
NAYS:	Dave Wheeler, Council Member
RECUSED:	Janine Heft, Mayor Pro Tempore

Mayor Pro Tempore Heft returned to the meeting at 8:58 p.m.

Council Member Gilbert left the meeting at 8:58 p.m.

Deputy City Manager/Community Services Director Reynolds and City Manager White provided a PowerPoint presentation of the proposed 2019-2021 Biennial Budget for the Non-Departmental department and responded to City Council requests for additional information.

Community Development Director Chantarangsu provided a PowerPoint presentation of the proposed 2019-2021 Biennial Budget for the Community Development department and responded to City Council requests for additional information.

Assistant City Manager/Director of Public Services Rosenfield provided a PowerPoint presentation of the proposed 2019-2021 Biennial Budget for the Public Services department and responded to City Council requests for additional information.

Deputy City Manager/Community Services Director Reynolds provided a PowerPoint presentation of the proposed 2019-2021 Biennial Budget for the Community Services department and responded to City Council requests for additional information.

Chief of Police Services Stiverson provided a PowerPoint presentation of the proposed 2019-2021 Biennial Budget for the Public Safety department and responded to City Council requests for additional information.

City Manager White provided a PowerPoint presentation of the Special Revenues included in the proposed 2019-2021 Biennial Budget and responded to City Council requests for additional information.

Assistant City Manager/Director of Public Services Rosenfield provided a PowerPoint presentation of the proposed Six-Year Capital Improvement Plan and responded to City Council requests for additional information.

A motion was made to eliminate \$5,000 in account number 100-155-610.006 (Memberships and Dues – OC Housing Trust) for FY2019/2020 and FY2020/2021 by Council Member Wheeler and seconded by Council Member Pezold.

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

A motion was made to reduce the amount in account number 100-155-612.001 (Travel – League of California Cities) to the FY17/18 actual expenditures plus 20% for FY2019/2020 and FY2020/2021 by Council Member Wheeler and seconded by Mayor Sedgwick.

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

A motion was made to reduce the amount in account number 100-155-612.002 (Travel – ACC-OC) to the FY17/18 actual expenditures plus 20% for FY2019/2020 and FY2020/2021 by Council Member Wheeler and seconded by Mayor Sedgwick.

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

A motion was made to reduce the amount in account numbers 100-155-620.000 (Office Supplies), 100-155-622.000 (Operating Supplies), and 100-155-623.000 (Printing) to the FY17/18 actual expenditures plus 20% for FY2019/2020 and FY2020/2021 by Council Member Wheeler and no second was made. As a result, no action was taken on this motion.

A motion was made to reduce the amount in account number 100-155-700.000 (Professional Services) to the FY17/18 actual expenditures multiplied by 2 for FY2019/2020 by Council Member Wheeler and seconded by Council Member Pezold.

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

A motion was made to reduce the amount in account number 100-195-611.000 (Training and Education) to the FY17/18 actual expenditures multiplied by 2 for FY2019/2020 and the FY17/18 actual expenditures plus 20% for FY2020/2021 by Council Member Wheeler and no second was made. As a result, no action was taken on this motion.

A substitute motion was made to reduce the amount in account number 100-195-611.000 (Training and Education) to the FY18/19 Year End Estimate for FY2019/2020 by Council Member Pezold and seconded by Council Member Wheeler.

RESULT:	FAILED [2-2]
MOVER:	Erica Pezold, Council Member

SECONDER:	Dave Wheeler, Council Member
AYES:	Erica Pezold, Council Member; Dave Wheeler, Council Member
NAYS:	Don Sedgwick, Mayor; Janine Heft, Mayor Pro Tempore
ABSENT:	Dore J. Gilbert, M.D., Council Member

A motion was made to reduce the amount in account number 100-195-611.000 (Training and Education) to the FY17/18 actual expenditures multiplied by 2 for FY2019/2020 by Council Member Wheeler and seconded by Council Member Pezold.

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

A motion was made to increase the amount in account number 100-310-695.500 (Holiday Events) by \$50,000 for additional holiday lighting by Mayor Pro Tempore Heft and seconded by Council Member Wheeler.

RESULT:	APPROVED [3-1]
MOVER:	Janine Heft, Mayor Pro Tempore
SECONDER:	Dave Wheeler, Council Member
AYES:	Don Sedgwick, Mayor; Janine Heft, Mayor Pro Tempore; Dave Wheeler, Council Member
NAYS:	Erica Pezold, Council Member
ABSENT:	Dore J. Gilbert, M.D., Council Member

A motion was made to remove Capital Improvement Project No. 184 (La Paz Road Widening) in FY2019/2020 and move the project to FY2020/2021 by Council Member Wheeler and seconded by Council Member Pezold.

RESULT:	APPROVED [3-1]
MOVER:	Dave Wheeler, Council Member
SECONDER:	Erica Pezold, Council Member
AYES:	Janine Heft, Mayor Pro Tempore; Erica Pezold, Council Member; Dave Wheeler, Council Member
NAYS:	Don Sedgwick, Mayor
ABSENT:	Dore J. Gilbert, M.D., Council Member

A motion was made to remove Capital Improvement Project No. 505 (Civic Center Renovations) by Council Member Wheeler and no second was made. As a result, no action was taken on this motion.

A motion was made to remove Capital Improvement Project No. 403 (Storm Drain/Slope Repairs) by Council Member Wheeler and no second was made. As a result, no action was taken on this motion.

A motion was made to eliminate \$70,000 for FY2019/2020 and \$35,000 for FY2020/2021 of AB 2766 Special Revenue Fund expenditures by Council Member Wheeler and no second was made. As a result, no action was taken on this motion.

Recommendation: That the City Council review and comment on the City Manager's Proposed 2019-2021 Biennial Budget and Six-Year Capital Improvement Plan.

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

There were no City Council Member Comments.

ADJOURNMENT

There being no further business before the City Council at this session, Mayor Sedgwick declared the meeting adjourned at 12:21 a.m. on Wednesday, May 29, 2019.

Melissa Au-Yeung, City Clerk

ATTEST:

Don Sedgwick, Mayor

Approved at meeting of June 25, 2019



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: June 25, 2019
TO: Mayor and Council Members
FROM: Jennifer Lee
Assistant City Clerk
ISSUE: Approval of Minutes for June 11, 2019, Regular Meeting

RECOMMENDATION: That the City Council approve the Minutes for the June 11, 2019, Regular Meeting.

ATTACHMENTS:

- 190611 CC Minutes

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

**REGULAR MEETING
MINUTES
Tuesday, June 11, 2019**

CLOSED SESSION - CONVENING AT 6:00 PM

CALL TO ORDER

The meeting was called to order at 6:00 p.m. by Mayor Sedgwick.

ROLL CALL OF CITY COUNCIL MEMBERS

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

ANNOUNCEMENT OF CLOSED SESSION ITEM(S)

A. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

Pursuant to Government Code Section 54956.9
Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) and paragraph (1) of subdivision (e) of Government Code Section 54956.9: (1 potential case).

B. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

Pursuant to Government Code Section 54956.9
Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) and paragraph (2) of subdivision (e) of Government Code Section 54956.9: (1 potential case). Letter from the Law Offices of Tracey H. Ettinghoft, dated May 13, 2019, addressed to Christ Community Preschool, Christ Community Church, and the City of Laguna Hills, which includes a statement threatening litigation if the preschool playground area is not moved to the Palm Court area and alleged excessive noise abated.

PUBLIC COMMENT ON CLOSED SESSION ITEM(S)

There were no Public Comments on Closed Session Item(s).

ADJOURN TO CITY COUNCIL CONFERENCE ROOM**CONVENE INTO CLOSED SESSION**

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

RECONVENE TO CITY COUNCIL CHAMBERS**RECESS****GENERAL BUSINESS - CONVENING AT 7:00 PM****CALL TO ORDER**

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

PLEDGE OF ALLEGIANCE: MAYOR PRO TEMPORE HEFT**ROLL CALL OF CITY COUNCIL MEMBERS**

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

CLOSED SESSION REPORT**A. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION**

Pursuant to Government Code Section 54956.9

Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) and paragraph (1) of subdivision (e) of Government Code Section 54956.9: (1 potential case).

B. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

Pursuant to Government Code Section 54956.9

Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) and paragraph (2) of subdivision (e) of Government Code Section 54956.9: (1 potential case). Letter from the Law Offices of Tracey H. Ettinghoft, dated May 13, 2019, addressed to Christ Community Preschool, Christ Community Church, and the City of Laguna Hills, which includes a statement threatening litigation if the preschool playground area is not moved to the Palm Court area and alleged excessive noise abated.

Mayor Sedgwick stated that the City Council convened into Closed Session this evening with no reportable action taken.

1. PRESENTATIONS AND PROCLAMATIONS

1.1 Laguna Hills High School Student Liaison

Recommendation: The City Council received an oral report from Laguna Hills High School Student Liaison Alternate Kira Presley.

1.2 Certificate of Recognition, Lucas Fellows, Laguna Hills High School Student Liaison and Kira Presley, Laguna Hills High School Student Liaison Alternate for the Spring 2019 Semester

Recommendation: Mayor Sedgwick presented a Certificate of Recognition to Kira Presley recognizing her service as the Laguna Hills High School Student Liaison Alternate. Laguna Hills High School Student Liaison Lucas Fellows was not available at the meeting to receive his certificate.

1.3 Presentation of Proclamation for "Drowning Prevention Awareness"

Recommendation: The City Council issued a Proclamation declaring May through October as "Drowning Prevention Awareness". Michael Contreras, Battalion Chief, Orange County Fire Authority was not available at the meeting to receive the Proclamation.

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

1.4 Laguna Hills 3/5 Marine Support Committee

Recommendation: The City Council received an update from Chair Karen Robbins on the 3/5 Dark Horse Committee.

1.5 OC Mosquito and Vector Control District Update

Recommendation: The City Council received a PowerPoint presentation from Rick Howard, District Manager, OC Mosquito and Vector Control District.

1.6 U.S. Census Bureau Presentation

Recommendation: The City Council received a PowerPoint presentation regarding the 2020 Census from Laleh Vafaei, Partnership Specialist, U.S. Census Bureau.

2. PUBLIC COMMENTS

Nancy Roeder, a resident of Lake Forest, spoke regarding development of the former Laguna Hills Mall site.

3. CONSENT CALENDAR

Motion to approve the Consent Calendar, with Mayor Pro Tempore Heft removing Item No. 3.3 and Council Member Wheeler removing Item No. 3.6.

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

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 Warrant Register for June 11, 2019

Recommendation: That the City Council ratify the accompanying Warrant Register for the period from May 17, 2019, to May 31, 2019, in the amount of \$340,858.42.

3.4 Renewed Measure M (M2) Compliance Reporting to the Orange County Transportation Authority (OCTA)

Recommendation: That the City Council: (1) Approve the Measure M (M2) Compliance Submittal to OCTA including, but not limited, to the Seven-Year Capital Improvement Program; and (2) Adopt Resolution No. 2019-06-11-1: "A Resolution of the City Council of the City of Laguna Hills, California, concerning the status and update of the Circulation Element and Mitigation Fee Program for the Measure M (M2) Program."

3.5 Agreement with the County of Orange for Community Development Block Grant (CDBG) Public Facilities and Improvements for the Florence Sylvester Memorial Senior Center for FY 2019-20

Recommendation: That the City Council: (1) Approve the Agreement between the County of Orange and the City of Laguna Hills for Public Facilities and Improvements for Fiscal Year 2019-2020; and (2) Authorize the City Manager to execute the Agreement.

ITEMS REMOVED FROM THE CONSENT CALENDAR**3.3 Approval of Fiscal Year 2019-20 Law Enforcement Services Agreement with the County of Orange**

Mayor Pro Tempore Heft removed Item No. 3.3 from the Consent Calendar to thank Lieutenant Stiverson, Sergeant McFatridge and the Laguna Hills OC Sheriff Deputies for their efforts which resulted in a reduction of crime in Laguna Hills by 22%.

Recommendation: That the City Council approve the Fiscal Year 2019/20 Law Enforcement Services Agreement between the County of Orange and the City of Laguna Hills and authorize the Mayor to execute the Agreement.

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

3.6 Proposed Amendment No. 1 to the Consulting Services Agreement with Eco/Nomics, Inc., for Continued Solid Waste and Recycling Consulting Services

Council Member Wheeler removed Item No. 3.6 from the Consent Calendar to request additional information.

Recommendation: That the City Council approve and authorize the Mayor to execute Amendment No. 1 to the current Consulting Services Agreement with Eco/Nomics, Inc., to extend the term of the Agreement for an additional two years (Renewal Term) and to increase the Maximum Contract Amount by \$80,000 from \$250,000 to \$330,000.

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

4. PLANNING AGENCY

Mayor Sedgwick recessed the City Council Meeting, and acting in capacity as Chair, called the Regular Meeting of the Planning Agency of the City of Laguna Hills, California, to order at 8:24 p.m.

4.1. ROLL CALL OF PLANNING AGENCY MEMBERS

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

4.2. PUBLIC COMMENTS

There were no Planning Agency Public Comments.

4.3. APPROVAL OF MINUTES

There were no Planning Agency Minutes presented for approval.

4.4. ADMINISTRATIVE REPORTS

There were no Planning Agency Administrative Reports.

4.5. PLANNING AGENCY PUBLIC HEARINGS

4.5.1 Site Development Permit/Master Sign Program (SDPM/MSP 8-18-4281), a Request by AKC Permit Co., on Behalf of Property Owner MPVCA Laguna LLC., Establishing a Master Sign Program for the Commercial Office Building Located at 24022 Calle De La Plata in the Village Commercial Zoning District

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

Chair Sedgwick opened the Public Hearing, and upon seeing no one rise, closed the Public Hearing.

Recommendation: That the Planning Agency take the following actions: (1) Conduct a Public Hearing; (2) Find and determine that the project is categorically exempt from the California Environmental Quality Act pursuant to Section 15301(g) and 15311(a) of Title 14, Chapter 3 of the California Code of Regulations under Class 1 - Existing Facilities exemption, and Class 11 - Accessory Structures exemption; and (3) Adopt Resolution No. PA2019-06-11-1: "A Resolution of the Planning Agency of the City of Laguna Hills, California, approving SDPM/MSP No. 8-18-4281, a request by AKC Permit Co., on behalf of property owner MPVCA Laguna LLC., establishing a Master Sign Program for the commercial office building located at 24022 Calle de la Plata in the Village Commercial zoning district."

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

PLANNING AGENCY ADJOURNMENT

Mayor Sedgwick reconvened the City Council Meeting at 8:32 p.m. All Council Members were present.

5. CITY COUNCIL PUBLIC HEARINGS

There were no City Council Public Hearings.

6. ADMINISTRATIVE REPORTS

6.1. City Manager

6.1.1 New Office Space for City Council Members

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

Recommendation: That the City Council provide direction to staff.

Motion to direct staff to proceed with occupying Suite 300 in the Civic Center building for Council Member office space.

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

6.2. Assistant City Manager/Public Services Director

6.2.1 Award of Citywide Landscape Maintenance Services Agreement to Nieves Landscape, Inc.

Assistant City Manager/Director of Public Services Rosenfield reviewed the information provided in the staff report and responded to City Council requests for additional information.

Tasha Brown, a resident of Laguna Hills and member of Non-Toxic Laguna Hills, spoke in favor of the use of non-toxic pesticides in Laguna Hills.

Ron Han, a resident of Laguna Hills and member of Non-Toxic Laguna Hills, spoke in favor of the use of non-toxic pesticides in Laguna Hills.

Bob Johnson, a member of Non-Toxic Neighborhoods, spoke in favor of the use of non-toxic pesticides in Laguna Hills.

Recommendation: That the City Council award the Citywide Landscape Maintenance Services Agreement to Nieves Landscape, Inc., in the low annual base bid amount of \$1,042,896.00, reject all other bids, and authorize the Mayor to execute the Agreement.

A motion was made to approve the proposed contract, subject to activating Bid Alternate 1, and direct City staff to modify the Maximum Contract Amount and the Maximum Annual Contract Amounts, set forth in Section 2.1 (Compensation) of the proposed contract accordingly, in a form approved by the City Attorney, by Council Member Gilbert and seconded by Mayor Pro Tempore Heft.

A substitute motion was made to approve staff's original recommendation by Council Member Pezold and seconded by Council Member Gilbert.

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

Mayor Sedgwick called for a vote on the original motion as moved by Council Member Gilbert.

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

There were no City Council Member Comments.

ADJOURNMENT

There being no further business before the City Council at this session, Mayor Sedgwick declared the meeting adjourned at 10:30p.m.

Melissa Au-Yeung, City Clerk

ATTEST:

Don Sedgwick, Mayor

Approved at meeting of June 25, 2019



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: June 25, 2019
TO: Mayor and Council Members
FROM: Janice Reyes
Finance Director
ISSUE: Approval of Warrant Register for June 25, 2019

RECOMMENDATION: That the City Council ratify the accompanying Warrant Register for the period from June 1, 2019, to June 13, 2019, in the amount of \$286,372.68.

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 1, 2019, to June 13, 2019, is being presented for ratification by the City Council. Payments have been reviewed and approved by the appropriate departmental staff. The Director of Finance certifies to the accuracy of the attached register and to the availability of monies for payment thereof.

ATTACHMENTS:

- Warrant Register - June 25, 2019
- Warrant Register Payables Detail Report - June 25, 2019



City of Laguna Hills, CA

Warrant Register - June 25, 2019

By Check Number

Date Range: 06/01/2019 - 06/13/2019

Check Number	Vendor Number	Vendor Name	Payment Date	Payment Amount
Payment Type: Regular				
8816253	E-0504	EL TORO WATER DISTRICT	06/06/2019	8,865.55
8816254	Z-CS-0176	MANDAP, MONCHITO	06/06/2019	500.00
8816255	M-1388	MOBILE MINI, INC.	06/06/2019	82.97
8816256	M-1595	MORTENSEN, JAY	06/06/2019	6,130.00
8816257	M-1302	MOULTON NIGUEL WATER DISTRICT	06/06/2019	213.89
8816258	Z-CD-0143	O'HARA, STEPHEN	06/06/2019	350.00
8816259	Z-CS-0145	OLAGUE, MYLA	06/06/2019	100.00
8816260	Z-CS-0124	SANCHEZ, MARIA	06/06/2019	250.00
8816261	S-1904	SOUTHERN CALIFORNIA EDISON	06/06/2019	893.70
8816262	Z-CS-0175	UNITED PAMPANGA LEADERS COUNCIL	06/06/2019	100.00
8816263	W-2300	WHITE, DONALD	06/06/2019	142.88
8816264	W-2447	WOHLFORD, KIM	06/06/2019	22.62
8816265	A-0138	ALL CITY MANAGEMENT, INC.	06/13/2019	4,641.60
8816266	A-0185	AMERICAN LEAK DETECTION	06/13/2019	1,495.00
8816267	A-0365	AT&T - CALNET 3	06/13/2019	20.63
8816268	B-0378	BALLOONS SOUND GREAT	06/13/2019	899.24
8816269	B-0436	BEACH BUS BISTRO, LLC	06/13/2019	230.00
8816270	B-0377	BIG TOP RENTALS BADS, LTD	06/13/2019	6,538.00
8816271	C-0412	C&D ELECTRIC, INC.	06/13/2019	2,759.67
8816272	C-1133	CALIFORNIA YELLOW CAB	06/13/2019	1,422.00
8816273	C-1179	CANON SOLUTIONS AMERICA	06/13/2019	458.13
8816274	C-1144	CHARLES ABBOTT ASSOCIATES, INC	06/13/2019	10,645.99
8816275	C-1198	CHICK-fil-A, REDSYS, INC.	06/13/2019	140.00
8816276	C-1191	COMMUNICATIONS CHGS- LAW ENF - COUNTY OF ORANGE	06/13/2019	2,990.00
8816277	C-1139	COMPLETE OFFICE OF CALIFORNIA	06/13/2019	566.63
8816278	C-1176	COMPUTER SERVICE CO.	06/13/2019	12,648.11
8816279	C-0023	COX COMMUNICATION	06/13/2019	809.95
8816280	D-0552	DUNBAR ARMORED, INC.	06/13/2019	151.43
8816281	E-0554	ECONOMICS, INC.	06/13/2019	6,303.31
8816282	E-0588	ENVIRONMENTAL SYS RESEARCH, IND (ESRI)	06/13/2019	7,700.00
8816283	H-0829	HARTZOG & CRABILL, INC.	06/13/2019	3,193.20
8816284	I-0942	IRVINE RANCH WATER DISTRICT	06/13/2019	139.67
8816285	J-1057	JAMEY CLARK, INC.	06/13/2019	1,167.75
8816286	J-1071	JCTEES.COM CORPORATION	06/13/2019	1,218.18
8816287	K-1199	KEYS INNOVATIVE SOLUTIONS	06/13/2019	1,108.00
8816288	M-1302	MOULTON NIGUEL WATER DISTRICT	06/13/2019	14,465.31
8816289	M-1565	MURRAY, LUCIE	06/13/2019	650.00
8816290	N-1474	NIEVES LANDSCAPE, INC.	06/13/2019	84,585.28
8816291	O-1546	OFFICE SOLUTIONS	06/13/2019	357.79
8816292	P-1809	PACIFIC COAST RACE TIMING	06/13/2019	1,315.00
8816293	P-1802	PACIFIC TRAFFIC CONTROL, INC.	06/13/2019	14,182.50
8816294	P-1829	PEST OPTIONS, INC.	06/13/2019	225.00
8816295	Q-1707	QUEST DIAGNOSTICS	06/13/2019	37.74
8816296	R-1963	RACE GRADER	06/13/2019	430.00
8816297	R-1830	RALPHS GROCERY COMPANY	06/13/2019	65.06
8816298	R-1974	RODRIGUEZ, RUBEN ANGUIANO	06/13/2019	260.00
8816299	R-1813	RPW SERVICES, INC.	06/13/2019	1,560.00
8816300	S-1902	SAN DIEGO GAS & ELECTRIC	06/13/2019	9,824.75
8816301	S-2194	SECURE LIVE SCAN	06/13/2019	20.00
8816302	S-2296	SHUTE, MIHALY WEINBERGR LLP	06/13/2019	11,896.20
8816303	S-1949	SMART & FINAL	06/13/2019	29.86
8816304	S-2219	SOUTH COUNTY OUTREACH	06/13/2019	500.00
8816305	S-1911	SOUTHERN CAL ASSOC OF GOVTS	06/13/2019	3,516.00

Attachment: Warrant Register - June 25, 2019 (1898 : Approval of Warrant Register for June 25, 2019)

Warrant Register - June 25, 2019

Date Range: 06/01/2019 - 06/13/2019

Check Number	Vendor Number	Vendor Name	Payment Date	Payment Amount
8816306	S-1904	SOUTHERN CALIFORNIA EDISON	06/13/2019	12,900.67
8816307	S-2295	SOUTHERN COMPUTER WAREHOUSE	06/13/2019	30.11
8816308	S-2250	SPARKLETTS	06/13/2019	175.89
8816309	S-2209	STUDIO TWO BLACK DIAMOND	06/13/2019	134.69
8816310	S-2201	SUNSET PROPERTY SERVICES JONSET CORPORATION	06/13/2019	11,702.24
8816311	T-2656	TYLER TECHNOLOGIES, INC.	06/13/2019	22,830.15
8816312	U-2165	UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA	06/13/2019	135.90
8816313	V-2249	US BANK VOYAGER FLEET SYSTEM	06/13/2019	1,645.07
8816314	V-2224	VERIZON WIRELESS	06/13/2019	810.66
8816315	W-2448	WEST GATE CONTRACTOR	06/13/2019	6,325.00
8816316	X-2400	XEROX CORPORATION	06/13/2019	863.71

Bank Code AP Bank Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	93	64	0.00	286,372.68
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	93	64	0.00	286,372.68

Attachment: Warrant Register - June 25, 2019 (1898 : Approval of Warrant Register for June 25, 2019)



City of Laguna Hills, CA

Warrant Register - Payables Detail Report

By Fund

Payment Dates 06/01/2019 - 06/13/2019

Payment Date	Vendor Name	Payable Number	Description (Payable)	Account Number	Amount
Fund: 100 - GENERAL FUND					
06/06/2019	MOULTON NIGUEL WATER DISTRICT	053019	Water Usage, Public Services, May '19	100-355-635000	213.89
06/06/2019	SOUTHERN CALIFORNIA EDISON	053119	Street Lights, Traffic Control, May '19	100-355-631000	196.25
06/06/2019	SOUTHERN CALIFORNIA EDISON	053119	Street Lights, Traffic Control, May '19	100-355-631400	331.95
06/06/2019	SOUTHERN CALIFORNIA EDISON	053119	Street Lights, Traffic Control, May '19	100-355-631900	365.50
06/06/2019	WOHLFORD, KIM	060319	Mileage Reimbursement, Community Svcs, Apr '19	100-310-613000	22.62
06/06/2019	WHITE, DONALD	060519	Travel Reimbursement, Emergency Mgmt Summit	100-155-612000	142.88
06/06/2019	EL TORO WATER DISTRICT	060519	Water Usage, Public Services, Apr '19	100-355-635000	8,865.55
06/06/2019	MOBILE MINI, INC.	9006372280	Storage Rental, Community Center, 5/21 - 6/17	100-310-641000	82.97
06/06/2019	O'HARA, STEPHEN	CD-385-RES-5-18-16728	Refund, C&D Deposit, R#	100-000-227001	350.00
06/06/2019	SANCHEZ, MARIA	FRD-0181	Refund, Facility Deposit, R# 1032527.002	100-000-222000	250.00
06/06/2019	MANDAP, MONCHITO	FRD-0182	Refund, Facility Deposit, R# 1032213.002	100-000-222000	500.00
06/06/2019	OLAGUE, MYLA	FRD-0183	Refund, Facility Deposit, R# 1033025.002	100-000-222000	500.00
06/06/2019	OLAGUE, MYLA	FRD-0183	Refund, Facility Deposit, R# 1033025.002	100-000-451100	(400.00)
06/06/2019	UNITED PAMPANGA LEADERS COUNCIL	FRF-0009	Refund, Facility Rental, R# 1032964.002	100-000-451100	100.00
06/13/2019	OFFICE SOLUTIONS	01584360	Office Supplies, May '19	100-195-620000	121.04
06/13/2019	OFFICE SOLUTIONS	01585236	Office Supplies, Jun '19	100-195-620000	89.60
06/13/2019	OFFICE SOLUTIONS	01587116	Office Supplies, Jun '19	100-195-620000	121.14
06/13/2019	OFFICE SOLUTIONS	01587356	Office Supplies, Jun '19	100-195-620000	26.01
06/13/2019	TYLER TECHNOLOGIES, INC.	025-258890	Professional Services, Energov Management	100-000-140000	22,830.15
06/13/2019	JAMEY CLARK, INC.	050619	Graffiti Removal, Public Services, May '19	100-355-720500	381.25
06/13/2019	SOUTHERN CAL ASSOC OF GOVTS	050819	Membership Dues, FY 19/20	100-000-140000	3,516.00
06/13/2019	COX COMMUNICATION	051819	T-1 Line, May '19	100-195-630000	402.31
06/13/2019	COX COMMUNICATION	051819a	Cable Services, Jun '19	100-195-630000	32.16
06/13/2019	COX COMMUNICATION	051919	WiFi, City Hall, Jun '19	100-195-630000	179.62
06/13/2019	COX COMMUNICATION	052919	WiFi Community Center, Jun '19	100-195-630000	195.86
06/13/2019	MURRAY, LUCIE	052919	Program Expense, 1/2 Marathon	100-310-695507	650.00
06/13/2019	SOUTH COUNTY OUTREACH	052919	Contribution for 1/2 Marathon	100-310-695507	500.00
06/13/2019	RODRIGUEZ, RUBEN	052919	Program Expense, 1/2 Marathon	100-310-695507	260.00
06/13/2019	ANGUIANO	053019	1/2 Marathon Expense	100-310-695507	230.00
06/13/2019	BEACH BUS BISTRO, LLC	053019	Water Usage, Public Services, May '19	100-355-635000	14,465.31
06/13/2019	MOULTON NIGUEL WATER DISTRICT	053019a	Water Usage, Public Services, May '19	100-355-635000	14,465.31
06/13/2019	CHICK-fil-A, REDSYS, INC.	053119	Program Expense, 1/2 Marathon	100-310-695507	140.00
06/13/2019	IRVINE RANCH WATER DISTRICT	060419	Water Usage, Public Services, May '19	100-355-635000	139.67
06/13/2019	SOUTHERN CALIFORNIA EDISON	060719	Street Lights, Traffic Control, May '19	100-355-631000	112.06

Attachment: Warrant Register Payables Detail Report - June 25, 2019 (1898 : Approval of Warrant Register for June 25, 2019)

Warrant Register - Payables Detail Report

Payment Dates: 06/01/2019 - 06/13/2019

Payment Date	Vendor Name	Payable Number	Description (Payable)	Account Number	Amount
06/13/2019	SOUTHERN CALIFORNIA EDISON	060719	Street Lights, Traffic Control, May '19	100-355-631400	8,907.13
06/13/2019	SOUTHERN CALIFORNIA EDISON	060719	Street Lights, Traffic Control, May '19	100-355-631900	3,881.48
06/13/2019	SAN DIEGO GAS & ELECTRIC	061019	Street Lights, Traffic Control, May '19	100-355-631000	40.90
06/13/2019	SAN DIEGO GAS & ELECTRIC	061019	Street Lights, Traffic Control, May '19	100-355-631400	9,783.85
06/13/2019	SECURE LIVE SCAN	08539	Pre-employment Fingerprinting, May '19	100-195-617000	20.00
06/13/2019	XEROX CORPORATION	097118810	Copier Lease & Usage, May	100-195-641200	863.71
06/13/2019	WEST GATE CONTRACTOR	1	Graffiti Removal, Public Services, May '19	100-355-720500	6,325.00
06/13/2019	SUNSET PROPERTY SERVICES JONSET CORPORATION	117717	Street Sweeping, May '19	100-355-720410	11,702.24
06/13/2019	SPARKLETT'S	12194330 052919	Operating Supplies, Community Services, May '19	100-310-622005	175.89
06/13/2019	RPW SERVICES, INC.	15026	Rodent Control, Public Services, May '19	100-355-720700	1,560.00
06/13/2019	PACIFIC COAST RACE TIMING	1519	Program Expense, 1/2 Marathon	100-310-695507	1,315.00
06/13/2019	RALPHS GROCERY COMPANY	180197	Program Expense, Comm Svcs, May '19	100-310-695502	19.96
06/13/2019	PACIFIC TRAFFIC CONTROL, INC.	18717	Program Expense, 1/2 Marathon	100-310-695507	14,182.50
06/13/2019	UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA	18dsbfee2706	Street Maintenance, May '19	100-355-720400	41.75
06/13/2019	HARTZOG & CRABILL, INC.	19-0251	CIP # 101, Traffic Signal Mgmt Svcs, Apr '19	100-355-700101	2,416.95
06/13/2019	HARTZOG & CRABILL, INC.	19-0251	CIP # 101, Traffic Signal Mgmt Svcs, Apr '19	100-600-790600	776.25
06/13/2019	COMPLETE OFFICE OF CALIFORNIA	2312934-0	Computer Supplies, May '19	100-195-621000	99.12
06/13/2019	COMPLETE OFFICE OF CALIFORNIA	2315310-0	Office & Operating Supplies, May '19	100-310-620500	91.69
06/13/2019	COMPLETE OFFICE OF CALIFORNIA	2315310-0	Office & Operating Supplies, May '19	100-310-622005	50.73
06/13/2019	COMPLETE OFFICE OF CALIFORNIA	2315310-1	Operating Supplies, May '19	100-310-622005	21.10
06/13/2019	COMPLETE OFFICE OF CALIFORNIA	2315988-0	Computer Supplies, May '19	100-195-621000	223.03
06/13/2019	COMPLETE OFFICE OF CALIFORNIA	2317838-0	Operating Supplies, Jun '19	100-310-622005	43.62
06/13/2019	COMPLETE OFFICE OF CALIFORNIA	2319093-0	Operating Supplies, Jun '19	100-310-622005	37.34
06/13/2019	RALPHS GROCERY COMPANY	234729	Program Expense, Comm Svcs, May '19	100-310-622005	25.12
06/13/2019	SHUTE, MIHALY WEINBERGR LLP	260152	Professional Services Legal, Apr '19	100-155-700011	11,896.20
06/13/2019	RALPHS GROCERY COMPANY	262303	Program Expense, Comm Svcs, May '19	100-310-622005	19.98
06/13/2019	COMPUTER SERVICE CO.	2733 - 2768	Traffic Signal Maintenance, May '19	100-355-720420	7,842.46
06/13/2019	PEST OPTIONS, INC.	326457	Rodent Control, Public Services, May '19	100-355-720700	225.00
06/13/2019	SMART & FINAL	3831400057619	Program Expense, 1/2 Marathon	100-310-695507	44.40
06/13/2019	COMPUTER SERVICE CO.	3917-19-005	Traffic Signal Maintenance, May '19	100-355-720420	4,805.65
06/13/2019	CANON SOLUTIONS AMERICA	4029410014	Copier Usage, Community Services, May '19	100-195-641200	458.13
06/13/2019	DUNBAR ARMORED, INC.	4421541	Courier Fee, Armored Transport, Jun '19	100-155-625000	151.43

Attachment: Warrant Register Payables Detail Report - June 25, 2019 (1898 : Approval of Warrant Register for June 25, 2019)

Warrant Register - Payables Detail Report

Payment Dates: 06/01/2019 - 06/13/2019

Payment Date	Vendor Name	Payable Number	Description (Payable)	Account Number	Amount
06/13/2019	UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA	520190369	Street Maintenance, May '19	100-355-720400	94.15
06/13/2019	JCTEES.COM CORPORATION	5700	Program Expense, Community Services, Apr '19	100-310-622501	594.31
06/13/2019	JCTEES.COM CORPORATION	5831	Program Expense, Community Services, May '19	100-310-622501	623.87
06/13/2019	CHARLES ABBOTT ASSOCIATES, INC	59732	Road Maintenance, May '19	100-355-720400	10,645.99
06/13/2019	ALL CITY MANAGEMENT, INC.	61717	Crossing Guard Services, 5/5 - 5/18	100-420-720822	4,641.60
06/13/2019	BALLOONS SOUND GREAT	6399	Program Expense, 1/2 Marathan	100-310-695507	899.24
06/13/2019	NIEVES LANDSCAPE, INC.	65219	Miscellaneous Landscape, Apr '19	100-355-720700	167.10
06/13/2019	NIEVES LANDSCAPE, INC.	65253	Miscellaneous Landscape, Apr '19	100-355-720700	1,518.19
06/13/2019	NIEVES LANDSCAPE, INC.	65254	Miscellaneous Landscape, May '19	100-355-720700	120.00
06/13/2019	NIEVES LANDSCAPE, INC.	65279	Monthly Landscape, Public Service, Jun '19	100-355-720700	82,779.99
06/13/2019	AMERICAN LEAK DETECTION	69228021	Park Maintenance, Public Services, Apr '19	100-355-720701	1,495.00
06/13/2019	JAMEY CLARK, INC.	71260	Park Repair, May '19	100-355-720701	236.75
06/13/2019	JAMEY CLARK, INC.	71267	Park Repairs, Public Services, Jun '19	100-355-720701	173.75
06/13/2019	JAMEY CLARK, INC.	71273	Graffiti Removal Public Services, May '19	100-355-720500	376.00
06/13/2019	C&D ELECTRIC, INC.	826818LH	Program Expense, 1/2 Marathon	100-310-645500	1,765.20
06/13/2019	C&D ELECTRIC, INC.	830163LH	Park Repairs, Public Services, May '19	100-355-720701	994.47
06/13/2019	RACE GRADER	8336	Program Expense, 1/2 Marathon	100-310-695507	430.00
06/13/2019	KEYS INNOVATIVE SOLUTIONS	866171362	Program Expense, 1/2 Marathon	100-310-695507	1,108.00
06/13/2019	US BANK VOYAGER FLEET SYSTEM	869321901291 GENGOVI	Vehicle Fuel, May '19	100-155-613100	265.11
06/13/2019	US BANK VOYAGER FLEET SYSTEM	869321901291 GENGOVI	Vehicle Fuel, May '19	100-155-646100	9.00
06/13/2019	US BANK VOYAGER FLEET SYSTEM	869321919921 COMDEV	Vehicle Fuel, May '19	100-225-613100	85.13
06/13/2019	US BANK VOYAGER FLEET SYSTEM	869321927921 COMSVCS	Vehicle Fuel, May '19	100-310-613100	570.86
06/13/2019	US BANK VOYAGER FLEET SYSTEM	869322032921 POLSVCS	Vehicle Fuel, May '19	100-420-613100	190.70
06/13/2019	US BANK VOYAGER FLEET SYSTEM	869322040921 PUBSVCS	Vehicle Fuel, May '19	100-355-613100	524.27
06/13/2019	BIG TOP RENTALS BADS, LTD	88110	Program Expense, 1/2 Marathon	100-310-695507	6,538.00
06/13/2019	QUEST DIAGNOSTICS	9182301351	Pre-employment Drug Testing, May '19	100-195-617000	37.74
06/13/2019	ENVIRONMENTAL SYS RESEARCH, IND (ESRI)	93649831	GIS Maintenance Agreement, FY 19/20	100-000-140000	7,700.00
06/13/2019	AT&T - CALNET 3	9391060988	Traffic Signal, Public Services, May '19	100-355-630000	20.63
06/13/2019	STUDIO TWO BLACK	94459	Printing Services, Police Services, May '19	100-420-622000	96.98
06/13/2019	STUDIO TWO BLACK	94469	Printing Services, May '19	100-195-623000	37.71
06/13/2019	VERIZON WIRELESS	9830894341	Communication Expense, May '19	100-000-120000	57.05
06/13/2019	VERIZON WIRELESS	9830894341	Communication Expense, May '19	100-195-630000	753.61
06/13/2019	SMART & FINAL	CM0000052	Operating Supplies, Return	100-310-622005	(14.54)

Attachment: Warrant Register Payables Detail Report - June 25, 2019 (1898 : Approval of Warrant Register for June 25, 2019)

Warrant Register - Payables Detail Report

Payment Dates: 06/01/2019 - 06/13/2019

Payment Date	Vendor Name	Payable Number	Description (Payable)	Account Number	Amount
06/13/2019	SOUTHERN COMPUTER	IN-000577791	Computer Supplies, May '19	100-195-940000	30.11
06/13/2019	WAREHOUSE COMMUNICATIONS CHGS- LAW ENF - COUNTY OF ORANGE	SC11620	Communications Charges, Apr - Jun '19	100-420-646000	2,990.00
Fund 100 - GENERAL FUND Total:					272,517.37
Fund: 221 - SENIOR MOBILITY PROGRAM					
06/13/2019	CALIFORNIA YELLOW CAB	5406019	Senior Mobility Program, May '19	221-310-720000	1,422.00
Fund 221 - SENIOR MOBILITY PROGRAM Total:					1,422.00
Fund: 307 - C & D FORFEITED DEPOSITS					
06/13/2019	ECONOMICS, INC.	2017-2018.23	Professional Services, Recycling Program, May '19	307-355-700000	6,303.31
Fund 307 - C & D FORFEITED DEPOSITS Total:					6,303.31
Fund: 451 - LIABILITY SELF-INSURANCE					
06/06/2019	MORTENSEN, JAY	060619	Claim Settlement	451-000-792100	6,130.00
Fund 451 - LIABILITY SELF-INSURANCE Total:					6,130.00
Fund: 600 - CAPITAL IMPROVEMENT PROJECT					
06/13/2019	HARTZOG & CRABILL, INC.	19-0251	CIP # 101, Traffic Signal Mgmt Svcs, Apr '19	600-000-490100	(776.25)
06/13/2019	HARTZOG & CRABILL, INC.	19-0251	CIP # 101, Traffic Signal Mgmt Svcs, Apr '19	600-251-950168	776.25
Fund 600 - CAPITAL IMPROVEMENT PROJECT Total:					0.00
Grand Total:					286,372.68

Attachment: Warrant Register Payables Detail Report - June 25, 2019 (1898 : Approval of Warrant Register for June 25, 2019)

Report Summary

Fund Summary

Fund	Expense Amount	Payment Amount
100 - GENERAL FUND	272,517.37	272,517.37
221 - SENIOR MOBILITY PROGRAM	1,422.00	1,422.00
307 - C & D FORFEITED DEPOSITS	6,303.31	6,303.31
451 - LIABILITY SELF-INSURANCE	6,130.00	6,130.00
600 - CAPITAL IMPROVEMENT PROJECT	0.00	0.00
Grand Total:	286,372.68	286,372.68

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
100-000-120000	Accounts Receivable	57.05	57.05
100-000-140000	Pre-paid Expenditures	34,046.15	34,046.15
100-000-222000	Refundable Deposits	1,250.00	1,250.00
100-000-227001	SecurityDeposit-WasteRe	350.00	350.00
100-000-451100	Recreation Fees-Reservat	-300.00	-300.00
100-155-612000	Travel, Conferences & Me	142.88	142.88
100-155-613100	Vehicle-Fuel	265.11	265.11
100-155-625000	Postage & Delivery	151.43	151.43
100-155-646100	Maint & Repairs - Vehicle:	9.00	9.00
100-155-700011	Legal Services-Litigation	11,896.20	11,896.20
100-195-617000	Recruitment	57.74	57.74
100-195-620000	Office Supplies	357.79	357.79
100-195-621000	Computer Supplies	322.15	322.15
100-195-623000	Printing	37.71	37.71
100-195-630000	Telephone & Communica	1,563.56	1,563.56
100-195-641200	Rent/Lease - Copier	1,321.84	1,321.84
100-195-940000	Computer Hardware & So	30.11	30.11
100-225-613100	Vehicle-Fuel	85.13	85.13
100-310-613000	Mileage Reimbursement	22.62	22.62
100-310-613100	Vehicle-Fuel	570.86	570.86
100-310-620500	Office Supplies - Comm Cl	91.69	91.69
100-310-622005	Operating Supplies Comrr	359.24	359.24
100-310-622501	Supplies-Youth Leagues	1,218.18	1,218.18
100-310-641000	Rent/Lease - Equipment	82.97	82.97
100-310-645500	Maint&Repair-Facility Cor	1,765.20	1,765.20
100-310-695502	Special Needs Program	19.96	19.96
100-310-695507	Marathon 5k	26,297.14	26,297.14
100-355-613100	Vehicle-Fuel	524.27	524.27
100-355-630000	Telephone & Communica	20.63	20.63
100-355-631000	Utilities - Electric	349.21	349.21
100-355-631400	Electric-Street Lights/Sign	19,022.93	19,022.93
100-355-631900	UtilitiesElectricOnBillFinar	4,246.98	4,246.98
100-355-635000	Utilities - Water	23,684.42	23,684.42
100-355-700101	Traffic Engineer Services	2,416.95	2,416.95
100-355-720400	Street Maintenance	10,781.89	10,781.89
100-355-720410	Street Sweeping	11,702.24	11,702.24
100-355-720420	Traffic Signal Maintenanc	12,648.11	12,648.11
100-355-720500	Graffiti Removal	7,082.25	7,082.25
100-355-720700	Landscape Maintenance C	86,370.28	86,370.28
100-355-720701	Parks Contract Repair	2,899.97	2,899.97
100-420-613100	Vehicle-Fuel	190.70	190.70
100-420-622000	Operating Supplies	96.98	96.98
100-420-646000	Maint & Rep-Equip & Mar	2,990.00	2,990.00
100-420-720822	Crossing Guard Services	4,641.60	4,641.60
100-600-790600	Transfers Out - Capital Im	776.25	776.25
221-310-720000	Contract Services	1,422.00	1,422.00
307-355-700000	Professional Services	6,303.31	6,303.31
451-000-792100	Lawsuit Settlements	6,130.00	6,130.00

Attachment: Warrant Register Payables Detail Report - June 25, 2019 (1898 : Approval of Warrant Register for June 25, 2019)

Account Summary

Account Number	Account Name	Expense Amount	Payment Amount
600-000-490100	Transfer In- General Fund	(776.25)	(776.25)
600-251-950168	TrafficSignalImprovCoordi	776.25	776.25
	Grand Total:	286,372.68	286,372.68

Project Account Summary

Project Account Key	Expense Amount	Payment Amount
None	286,372.68	286,372.68
Grand Total:	286,372.68	286,372.68



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: June 25, 2019
TO: Mayor and Council Members
FROM: Janice Reyes
Finance Director
ISSUE: Adoption of the Annual Appropriations Limit for Fiscal Year 2019/2020

RECOMMENDATION: That the City Council adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, determining and adopting an Appropriations Limit for Fiscal Year 2019/2020 in accordance with Article XIII B of the Constitution of the State of California, and Section 7910 of the Government Code."

SUMMARY:

In accordance with Article XIII B of the California Constitution, which placed limits on the amount of revenue that can be spent by public entities from proceeds of taxes, the City is required to establish a new appropriations limit each year. By applying the allowable population and per capita income growth factors, the appropriations limit for the City of Laguna Hills for Fiscal Year 2019/2020 is calculated to be \$41,086,806. Staff has determined that the City will be under the limit by \$27,868,004 for the Fiscal Year 2019/2020. A Resolution establishing the limit for Fiscal Year 2019/2020 is attached to this report.

BACKGROUND:

As required by law, the voters approved an appropriations limit of \$9,102,336 for Fiscal Year 1993/1994. This limit serves as the "base year" and is adjusted annually based on population and inflation factors. In Fiscal Year 1996/1997, the limit was adjusted by \$2,032,217 in order to account for the anticipated increase in revenues due to the annexation of North Laguna Hills. This amount was based on the information available from the County. Subsequently, actual revenues exceeded the initial forecast, thus an

Appropriations Limit FY 2019/2020

June 25, 2019

Page 2

additional revenue amendment of \$1,858,438 was factored into the Fiscal Year 1999/2000 limit calculation. In Fiscal Year 2001/2002, the limit was amended in order to use the City's actual population change to reflect the increase in the City's population as a result of the Westside annexation.

Applying the allowable population and per capita income growth factors, the appropriations limit for the City of Laguna Hills for Fiscal Year 2019/2020 is calculated to be \$41,086,806. This calculation must be made available to the public for 15 days prior to adoption. This requirement has been satisfied.

Pursuant to State law, the City may not appropriate any proceeds of taxes it receives in excess of \$41,086,806 for Fiscal Year 2019/2020. The anticipated proceeds of taxes, less qualified exclusions for Fiscal Year 2019/2020, resulted in an amount of \$13,218,802 subject to the limit, which is well below the legal limit by \$27,868,004. The following calculation shows the amount under the limit for Fiscal Year 2019/2020:

Fiscal Year 2019/2020 Appropriations Limit	\$41,086,806
Less: Total Subject to Appropriations Limit	\$13,218,802
Amount Under the Appropriations Limit	\$27,868,004

State law also requires that the annual calculation of the limit be reviewed as part of an annual financial audit. This annual review evaluates the accuracy of the computations and the adequacy of documentation. In compliance with the requirements of Section 1.5 of Article XIII B of the California Constitution, an agreed upon procedures engagement is performed by the City's auditors as part of the annual financial audit each fiscal year.

ATTACHMENTS:

- Resolution - Appropriations Limit for Fiscal Year 2019-2020
- Exhibit A- Appropriations Limit FY 2019-2020
- Appropriations Limit FY 2019-2020 Calculation Worksheets

RESOLUTION NO. 2019-06-25-X

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, DETERMINING AND ADOPTING AN APPROPRIATIONS LIMIT FOR FISCAL YEAR 2019/2020 IN ACCORDANCE WITH ARTICLE XIII B OF THE CONSTITUTION OF THE STATE OF CALIFORNIA, AND SECTION 7910 OF THE GOVERNMENT CODE

WHEREAS, Article XIII B requires public entities in the State of California to set an annual Appropriations Limit; and

WHEREAS, the League of California Cities issued in March 1991 uniform guidelines for the implementation of the provision of Article XIII B of the California Constitution; and

WHEREAS, Government Code Section 7910 calls for the adoption of the annual Limit prior to the beginning of the Fiscal Year 2019/2020; and

WHEREAS, Article XIII B requires the City Council to select the population and inflation factors for the year's Appropriations Limit calculation; and

WHEREAS, the Appropriations Limit must be adhered to in adopting the City's Biennial Budget.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. That in accordance with Article XIII B of the Constitution of the State of California and Section 7910 of the Government Code and as set forth in detail in the attached Exhibit "A" the Appropriations Limit beginning July 1, 2019, is established at \$41,086,806.

SECTION 2. That the inflation factor being utilized to calculate the Fiscal Year 2019/2020 Appropriations Limit is based on the percentage change in California's per capita income.

SECTION 3. That the population factor being utilized to calculate Fiscal Year 2019/2020 Appropriations Limit is the population growth for the County of Orange.

SECTION 4. That the Appropriations Limit shall not be exceeded in the adopted budget nor by any proposed amendment to the budget.

PASSED, APPROVED, AND ADOPTED this 25th day of June, 2019.

DON SEDGEWICK, 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. 2019-06-25-X adopted by the City Council of the City of Laguna Hills,
California, at a Regular Meeting thereof held on the 25th day of June 2019, by the
following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

MELISSA AU-YEUNG, CITY CLERK

Attachment: Resolution - Appropriations Limit for Fiscal Year 2019-2020 (1895 : Appropriations Limit FY 2019/2020)

Exhibit A

CITY OF LAGUNA HILLS

Appropriations Limit Summary

In November 1979, the voters of the State of California approved Proposition 4, commonly known as the “Gann Initiative.” The Proposition created Article XIII B of the State Constitution placing limits on the amount of revenue, which can be spent by all entities of government from the “proceeds of taxes.” Proposition 4 became effective for the 1980-81 fiscal year, but the formula for calculating the limit was based on the 1978-79 “base year” revenues.

Section 7910 of the California Government Code, added in 1980 by the State Legislature, provides that “each year, the governing body of each local jurisdiction shall, by resolution, establish its appropriations limit for the following year...”

In order to address the increasing number of complaints by agencies about the restrictions of Proposition 4, and to provide guidelines for local governments in adopting their limits, the voters approved Proposition 111 in June 1990. Among other things, Proposition 111 provided new adjustment formulas, which make the Appropriations Limit more responsive to local growth issues. Proposition 111 also established a requirement for an annual review of Limit calculations.

Comparing the FY 2019/20 Appropriations Limit of \$41,086,806 and the Appropriations Subject to the Limit of \$13,218,802 indicates that the City will be well below its Appropriations Limit. The City’s budgeted revenues for FY 2019/20 subject to limitation will be below its legal limit by \$27,868,004.

2018/19 Appropriations Limit

2018/19 factor - change in per capita personal income	3.67%
2018/19 factor - change in County population	0.69%
\$37,791,907 x 1.0367 x 1.0069	\$ 39,449,204

2019/20 Appropriations Limit

2019/20 factor - change in per capita personal income	3.85%
2019/20 factor - change in County population	0.29%
\$39,449,204 x 1.0385 x 1.0029	\$ 41,086,806

CITY OF LAGUNA HILLS ANNUAL APPROPRIATIONS LIMIT

Fiscal Year Appropriation Limit	Inflation Adjustment ^{(a) (e)} Factor	Population Adjustment ^{(a) (f)} Factor	Total Growth Factor	Appropriations Limit	Adjustment for Annexation	Adjusted Appropriations Limit
1993-94	1.0272	1.0215	1.04928	\$9,102,336 ^b		
1994-95	1.0071	1.0164	1.02362	\$9,317,301		
1995-96	1.0472	1.0172	1.06521	\$9,924,899		
1996-97	1.0467	1.0105	1.05772	\$10,497,813	\$2,032,217 ^c	\$12,530,030
1997-98	1.0467	1.0107	1.05791	\$13,255,633		\$13,255,633
1998-99	1.0415	1.0169	1.05915	\$14,039,638		\$14,039,638
1999-00	1.0453	1.0177	1.06380	\$14,935,393	\$1,858,438 ^d	\$16,793,831
2000-01	1.0491	1.0156	1.06547	\$17,893,255		\$17,893,255
2001-02	1.0782	1.0817	1.16629	\$20,868,705		\$20,868,705
2002-03	0.9873	1.0113	0.99846	\$20,836,494		\$20,836,494
2003-04	1.0231	1.0165	1.03998	\$21,669,561		\$21,669,561
2004-05	1.0328	1.0142	1.04747	\$22,698,123		\$22,698,123
2005-06	1.0526	1.0113	1.06449	\$24,162,025		\$24,162,025
2006-07	1.0396	1.0083	1.04823	\$25,327,327		\$25,327,327
2007-08	1.0442	1.0084	1.05297	\$26,668,948		\$26,668,948
2008-09	1.0429	1.0102	1.05354	\$28,096,739		\$28,096,739
2009-10	1.0062	1.0102	1.01646	\$28,559,303		\$28,559,303
2010-11	0.9746	1.0101	0.98444	\$28,115,019		\$28,115,019
2011-12	1.0251	1.0070	1.03228	\$29,022,451		\$29,022,451
2012-13	1.0377	1.0089	1.04694	\$30,384,635		\$30,384,635
2013-14	1.0512	1.0078	1.05940	\$32,189,463		\$32,189,463
2014-15	0.9977	1.0093	1.00698	\$32,414,101		\$32,414,101
2015-16	1.0382	1.0108	1.04941	\$34,015,765		\$34,015,765
2016-17	1.0537	1.0099	1.06410	\$36,197,251		\$36,197,251
2017-18	1.0369	1.0069	1.04410	\$37,791,907		\$37,791,907
2018-19	1.0367	1.0069	1.04385	\$39,449,204		\$39,449,204
2019-20	1.0385	1.0029	1.0415	\$41,086,806		\$41,086,806

^(a) Source: California Department of Finance

^(b) Permanent Limit of \$9,102,336 was adopted following the first fiscal year of operations. The Limit was approved by voters on November 8, 1994 and adopted by Resolution 94-06-28-3.

^(c) The Appropriations Limit was increased by the transfer of revenues from the County following the annexation effective July 1, 1996.

^(d) The Appropriations Limit was adjusted by amending the revenues attributable to annexation, based on actual receipts for FY96/97 & FY97/98.

^(e) Subdivision (e) of Section 8 of Article XIII B of the California Constitution defines "change in the cost of living" as either (1) the percentage change in California per capital personal income from the preceding year or (2) the percentage change in the local assessment roll from the preceding year for the jurisdiction due to the addition of local nonresidential new construction.

^(f) Either the City's own population growth or the population growth of the entire County may be used.

CITY OF LAGUNA HILLS
ANNUAL APPROPRIATIONS LIMIT
FISCAL YEAR 2019/20

APPROPRIATIONS LIMIT

Fiscal Year 2018/19 Appropriations Limit	\$	39,449,204	
<i>Adjustment Factors</i>			
A. Inflation adjustment factor	1.0385		
B. Population adjustment factor	1.0029		
Total Adjustment Factor (A x B)	1.0415		
Annual Adjustment		1,637,602	-
Fiscal Year 2019/20 Appropriations Limit	\$	41,086,806	-

APPROPRIATIONS SUBJECT TO LIMITATION

	Fiscal Year 2019/20 Budget		
Proceeds of Taxes			
Property Tax	\$	11,341,052	
Sales Tax		6,025,638	
Transient Occupancy Tax		1,332,500	
Motor Vehicle In Lieu		15,000	
Interest Earned from Net Invested Taxes		56,769	
Total Proceeds of Taxes	\$	18,770,959	
Less: Exclusions			
Federal Mandates	\$	3,274,276	
Qualified Capital Outlays		475,000	
Qualified Debt Service		1,802,881	
Total Exclusions	\$	5,552,157	
Total Appropriations Subject to Limitation	\$	13,218,802	
(Over)/Under Appropriations Limit		27,868,004	



May 2019

Dear Fiscal Officer:

Subject: Price Factor and Population Information

Appropriations Limit

California Revenue and Taxation Code section 2227 requires the Department of Finance to transmit an estimate of the percentage change in population to local governments. Each local jurisdiction must use their percentage change in population factor for January 1, 2019, in conjunction with a change in the cost of living, or price factor, to calculate their appropriations limit for fiscal year 2019-20. Attachment A provides the change in California's per capita personal income and an example for utilizing the price factor and population percentage change factor to calculate the 2019-20 appropriations limit. Attachment B provides the city and unincorporated county population percentage change. Attachment C provides the population percentage change for counties and their summed incorporated areas. The population percentage change data excludes federal and state institutionalized populations and military populations.

Population Percent Change for Special Districts

Some special districts must establish an annual appropriations limit. California Revenue and Taxation Code section 2228 provides additional information regarding the appropriations limit. Article XIII B, section 9(C) of the California Constitution exempts certain special districts from the appropriations limit calculation mandate. The code section and the California Constitution can be accessed at the following website: <http://leginfo.legislature.ca.gov/faces/codes.xhtml>.

Special districts required by law to calculate their appropriations limit must present the calculation as part of their annual audit. Any questions special districts have on this requirement should be directed to their county, district legal counsel, or the law itself. No state agency reviews the local appropriations limits.

Population Certification

The population certification program applies only to cities and counties. California Revenue and Taxation Code section 11005.6 mandates Finance to automatically certify any population estimate that exceeds the current certified population with the State Controller's Office. **Finance will certify the higher estimate to the State Controller by June 1, 2019.**

Please Note: The prior year's city population estimates may be revised.

If you have any questions regarding this data, please contact the Demographic Research Unit at (916) 323-4086.

KEELY BOSLER
Director
By:

Vivek Viswanathan
Chief Deputy Director

Attachment

May 2019

Attachment A

- A. **Price Factor:** Article XIII B specifies that local jurisdictions select their cost of living factor to compute their appropriation limit by a vote of their governing body. The cost of living factor provided here is per capita personal income. If the percentage change in per capita personal income is selected, the percentage change to be used in setting the fiscal year 2019-20 appropriation limit is:

Per Capita Personal Income

Fiscal Year (FY)	Percentage change over prior year
2019-20	3.85

- B. Following is an example using sample population change and the change in California per capita personal income as growth factors in computing a 2019-20 appropriation limit.

2019-20:

Per Capita Cost of Living Change = 3.85 percent
Population Change = 0.47 percent

Per Capita Cost of Living converted to a ratio: $\frac{3.85 + 100}{100} = 1.0385$

Population converted to a ratio: $\frac{0.47 + 100}{100} = 1.0047$

Calculation of factor for FY 2019-20: $1.0385 \times 1.0047 = 1.0434$

Fiscal Year 2019-20

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2018 to January 1, 2019 and Total Population, January 1, 2019

County City	<u>Percent Change</u>	<u>--- Population Minus Exclusions ---</u>		<u>Total Population</u>
	2018-2019	1-1-18	1-1-19	1-1-2019
Orange				
Aliso Viejo	-0.57	51,664	51,372	51,372
Anaheim	0.18	358,686	359,322	359,339
Brea	2.40	44,539	45,606	45,606
Buena Park	-0.25	83,594	83,384	83,384
Costa Mesa	1.17	114,396	115,739	115,830
Cypress	0.12	49,774	49,833	49,833
Dana Point	-0.34	34,365	34,249	34,249
Fountain Valley	-0.46	56,914	56,652	56,652
Fullerton	-0.34	143,313	142,824	142,824
Garden Grove	0.12	174,951	175,155	175,155
Huntington Beach	0.82	202,097	203,761	203,761
Irvine	2.24	274,055	280,202	280,202
Laguna Beach	-0.49	23,474	23,358	23,358
Laguna Hills	-0.56	31,751	31,572	31,572
Laguna Niguel	1.48	65,777	66,748	66,748
Laguna Woods	-0.57	16,612	16,518	16,518
La Habra	1.57	62,558	63,542	63,542
Lake Forest	1.53	85,048	86,346	86,346
La Palma	-0.59	15,914	15,820	15,820
Los Alamitos	-0.59	11,790	11,721	11,721
Mission Viejo	-0.44	96,856	96,434	96,434
Newport Beach	-0.50	87,614	87,180	87,180
Orange	0.41	141,116	141,691	141,691
Placentia	-0.51	52,602	52,333	52,333
Rancho Santa Margarita	-0.56	49,238	48,960	48,960
San Clemente	-0.50	65,732	65,405	65,405
San Juan Capistrano	0.77	36,541	36,821	36,821
Santa Ana	-0.44	339,192	337,716	337,716
Seal Beach	-0.54	24,606	24,473	25,073
Stanton	-0.45	39,483	39,307	39,307
Tustin	-0.47	81,755	81,369	81,369
Villa Park	-0.47	5,961	5,933	5,933
Westminster	-0.46	93,035	92,610	92,610
Yorba Linda	-0.14	68,804	68,706	68,706
Unincorporated	0.31	128,726	129,128	129,128
County Total	0.29	3,212,533	3,221,790	3,222,498

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

Attachment: Appropriations Limit FY 2019-2020 Calculation Worksheets (1895 : Appropriations Limit FY 2019/2020)



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: June 25, 2019
TO: Mayor and Council Members
FROM: Melissa Au-Yeung
Deputy City Manager
ISSUE: Fiscal Year 2019/2020 Trauma Intervention Program Agreement

RECOMMENDATION: That the City Council approve the proposed Victim Support Services Agreement for Fiscal Year 2019/2020 with Trauma Intervention Programs, Inc. and authorize the City Manager to execute the Agreement.

SUMMARY:

The City of Laguna Hills has given financial support to Trauma Intervention Programs, Inc. (TIP) continuously since June 24, 1997. The services provided by TIP are invaluable to victims of traumatic events and their families that live in, or are visitors, to the City. TIP counselors also offer valuable assistance to our Public Safety Officers when needed. This arrangement remains both effective and cost efficient.

The Agreement ensures that the level of services provided by TIP will remain the same as in past years. This includes providing the City with TIP volunteer availability and services 24-hours a day for the year. Some of the services TIP provides are grief counseling, referral services, shelter, food, and transportation arrangements.

Section 3-08.070 of the Laguna Hills Municipal Code (LHMC) allows for the procurement of services in the open market without competitive formal or informal bidding for agreements with a dollar value of up to \$25,000. Additionally, pursuant to Section 3-08.110 (A) of the LHMC, the Purchasing Officer is authorized to waive the purchasing requirements in instances of sole source procurements. As TIP is the only service provider of this type of service, this exemption is applicable.

FY 2019/2020 TIP Agreement

June 25, 2019

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FISCAL IMPACT:

The total annual cost for this service is \$3,640.00 and is included in the proposed biennial budget.

ATTACHMENTS:

- FY 2019/2020 TIP Agreement
- Renewal Letter

CONSULTING SERVICES AGREEMENT
 Trauma Intervention Programs, Inc.
(On-Call Trauma Victim Support Services – FY 2019-2020)

THIS AGREEMENT FOR TRAUMA VICTIM INTERVENTION SUPPORT SERVICES (hereinafter “Agreement”) is made and entered into, to be effective this 1st day of July 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 TRAUMA INTERVENTION PROGRAMS, 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 continue to retain the professional services of a qualified consultant equipped and specially trained in appropriate procedures to provide emotional aid and practical support services to victims of traumatic events and their families in the first few hours following tragedy in the City of Laguna Hills on an as-needed, on-call basis for FY 2019-2020 (the “Project”).

B. Consultant has submitted to City a written proposal, dated May 1, 2019 to provide continued trauma victim intervention support services to City for the Project at the same cost pursuant to the terms and conditions of this Agreement.

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

D. City desires to continue 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 continue to provide and perform on an as-needed, on-call basis trauma victim intervention support services to City for the Project as described and as set forth in Consultant’s Proposal/Scope of Work, dated May 1, 2019, as well

as a one-page Scope of Services/Work Summary Sheet, which are attached hereto collectively as Exhibit "A" and are 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 May 1, 2019 proposal submitted to the City ("Consultant's Proposal"), as well as a one-page Scope of Services/Work Summary Sheet, which shall all be referred to collectively hereinafter as the "Contract Documents." The Consultant's Proposal, as well as the one-page Scope of Services/Work summary sheet, are each attached hereto as Exhibit "A" and are hereby incorporated by reference and made a part of this Agreement. All provisions of the Contract Documents shall be binding on the Parties. Should any conflict or inconsistency exist in the Contract Documents, the conflict or inconsistency shall be resolved by applying the provisions in the highest priority document, which shall be determined in the following order of priority: (1st) the terms 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 the Scope of Services (Exhibit "A") or make changes by altering, adding to, or deducting from such Work. No such extra work may be undertaken unless a written order is first given by the City to the Consultant, incorporating therein any adjustment in (i) the Maximum Contract Amount, as defined below, and/or (ii) the time to perform this Agreement, which adjustments are subject to the written approval of the Consultant. It is expressly understood by Consultant that the provisions of this section shall not apply to the Work and Services specifically set forth in the Scope of Services or reasonably contemplated therein, regardless of whether the time or materials required to complete any Work or Service identified in the Scope of Services exceeds any time or material amounts or estimates provided therein.

1.9 Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other contractors, consultants, or vendors for services similar to the services that are the subject of this Agreement. Consultant further acknowledges that City may have its own employees perform services similar to the services that are the subject of this Agreement.

2. COMPENSATION

2.1 Maximum Contract Amount. For the Services and Work rendered pursuant to this Agreement, Consultant shall be compensated by City for the services performed in accordance with the 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 Three Thousand Six Hundred Forty Dollars (\$3,640.00) (hereinafter referred to as the "Maximum Contract Amount"). The method of compensation shall be as set forth in Exhibit "A". 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 as 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 continue in full force and effect for a period of twelve (12) months, commencing on July 1, 2019 and ending on June 30, 2020, 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: **Wayne Fortin, Founder & 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, 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 consultant 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

Attachment: FY 2019/2020 TIP Agreement (1899 : FY 2019/2020 TIP Agreement)

To Consultant: Trauma Intervention Programs, Inc.
 Attention: Wayne Fortin, Founder & CEO
 24301 Airporter Way
 Laguna Niguel, California 92677
 Telephone: (714) 314-0744

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.

[SIGNATURES ON NEXT PAGE]

Attachment: FY 2019/2020 TIP Agreement (1899 : FY 2019/2020 TIP Agreement)

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,
Deputy City Manager/City Clerk

APPROVED AS TO FORM:

GREGORY E. SIMONIAN,
City Attorney

“CONSULTANT”

Trauma Intervention Programs, Inc.
a California corporation

By: 

WAYNE FORTIN, Founder & CEO

By: 

ANNE EBERWEIN,
Admin Secretary/Assistant Treasurer

Attachment: FY 2019/2020 TIP Agreement (1899 : FY 2019/2020 TIP Agreement)

EXHIBIT “A”

**CONSULTANT’S PROPOSAL,
DESCRIPTION OF SCOPE OF SERVICES/WORK,
AND
MAY 1, 2019 REQUEST FOR CONTRACT RENEWAL AND FY 2019/20 FEES**

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

(Consisting of Two-Pages)

SCOPE OF SERVICES/WORK SUMMARY SHEET

Schedule of Fees

Trauma Intervention Programs, Inc., shall invoice City annually for professional services rendered. Invoices under this agreement shall not exceed the total amount of \$3,640.00 (30,344 x 12 cents).

Schedule of Performance

Trauma Intervention Programs, Inc., hereinafter referred to as "TIP", shall provide a range of emotional and practical support services to Laguna Hills victims of traumatic events and their family members (hereinafter referred to as "clients") including, but not limited to providing on-scene emotional comfort and support to clients; help arrange for shelter, clothing, food, and transportation for clients; assist police officers with death notifications; serve as liaisons between the victims and the emergency personnel; provide information and referrals to appropriate agencies for ongoing support of clients; and serve as temporary protectors for vulnerable victims.

TIP volunteers are to be available 24 hours a day, 365 days a year and assist with:

- Family members and friends following a natural or unexpected death of a loved one
- Victims of crime, including rape, assault, robbery or burglary
- Victims of fire and floods
- Disoriented or lonely older persons
- Persons involved in vehicle accidents
- Person who are distraught and seeking immediate support
- Survivors of suicide
- Employees after workplace tragedies

TIP shall make available to the City sufficient information to enable the City to contact the appropriate TIP volunteer, including 24-hour on-call phone number, address, and names of volunteers, supervisors (when appropriate), as well as alternate or backup telephone numbers.

TIP or TIP's employees and/or volunteer's shall provide all vehicles and equipment necessary for the performance of services in this Agreement and shall be responsible for maintenance of said equipment and vehicles.

TIP shall provide all personnel, volunteers, supplies, and equipment necessary for the efficient and effective operation of the services and programs provided for herein.



**Trauma
Intervention
Programs,
Inc.**

Orange County Chapter
24301 Airporter Way
Laguna Niguel, CA 92677
(714) 314-0744
www.tiporangecounty.org

3.6.b

"Citizens helping citizens in crisis"

Date: May 1, 2019
To: Lt. Matthew Stiverson, City of Laguna Hills
From: Wayne Fortin, President
Re: 2019 – 2020 Services Contract with TIP

As you know, your agency generates its own services contract with Trauma Intervention Programs, Inc (TIP). The current contract year ends June 30th, 2019. Your contract amount for the 2019 – 2020 service year will remain the same as last year, \$3,640.

We have included a copy of the current Acord Liability Insurance Certificate and Worker's Comp Certificate for your reference.

If I can provide you with any information to assist you in generating the new contract, please contact me at 760-809-8471.

Please mail contract documents to:

Trauma Intervention Programs
1420 Phillips Avenue
Vista, CA 92083

Awards

Recipient – Paul H. Chapman Award from the Foundation for Improvement of Justice (2009)
2000 National Crime Victim Service Award
Innovations in State and Local Government Award (1991)

Attachment: Renewal Letter (1899 : FY 2019/2020 TIP Agreement)



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: June 25, 2019

TO: Mayor and Council Members

FROM: David Reynolds
Deputy City Manager

ISSUE: Proposed Amendment No. 1 to the Senior Transportation Services Agreement with Cabco Yellow, Inc., Dba California Yellow Cab for Continued Taxi Transportation Services for the City's Senior Dial-A-Taxi Program

RECOMMENDATION: That the City Council approve and authorize the Mayor to execute proposed Amendment No. 1 to the Senior Transportation Services Agreement with Cabco Yellow, Inc., dba California Yellow Cab, to extend the term of the Agreement for an additional two years (Renewal Term) and to adjust the Fee Schedule for the Renewal Term so as to not increase the Rider Co-pay for the City's Senior Dial-a-Taxi Program.

SUMMARY:

California Yellow Cab (CYC) provides the City with taxi transportation services for its Senior Dial-a-Taxi Program. The current agreement with CYC is a five (5) year agreement that consists of an initial three (3) year term ("Initial Term") and the option to exercise an additional two-year extension ("Renewal Term"). The three (3) year Initial Term is set to expire on June 30, 2019, and both CYC and City staff desire to exercise the optional two-year Renewal Term to support continued, uninterrupted taxi transportation service for the City's Senior Dial-a-Taxi Program. Staff also recommends no increases to the Rider Co-pay as described in this staff report for the Renewal Term and that the fee schedule be revised accordingly. Both the contract extension and adjustments to the Fee Schedule for the Renewal Term can be accomplished by the City Council's approval of the proposed amendment to CYC's current contract.

BACKGROUND:

The City Council approved the current Senior Transportation Services Agreement with Cabco Yellow, Inc., on July 12, 2016, with an effective date of August 1, 2016, for taxi transportation services for the City's Senior Dial-a-Taxi ("Agreement") (**Attachment 1**). Cabco Yellow, Inc. is doing business as California Yellow Cab ("CYC") in the State of California. The Agreement consists of an initial three (3) year term, which ends on June 30, 2019, (the "Initial Term") and an optional two (2) year contract extension referred to as the "Renewal Term" in Section 3.2 of the Agreement. In accordance with Section 3.2 of the Agreement, the City has the option to extend the term of the Agreement after the Initial Term for an addition two (2) years.

The City received a letter from CYC, dated June 10, 2019, stating its interest to extend the term of the Agreement for an additional two years under the same terms and conditions (**Attachment 2**). City staff recommends that the City Council exercise the renewal option by approving proposed Amendment No. 1 to the Senior Transportation Services Agreement with CYC ("Amendment No. 1"), for the continuation of the Senior Dial-a-Taxi program, under the same terms and conditions of the Agreement, except as noted below (**Attachment 3**).

Exhibit "B" of the Agreement (Schedule of Compensations/Fees), establishes the cost per taxi trip. For the Initial Term of the Agreement, the cost per trip was stabilized with no rate increases for three years. Upon the execution of the Renewal Term, the cost per trip will increase for the next two years in accordance to the Agreement (see Table 1. below). The "Rider Co-pay" is the amount a senior citizen will pay to use the cab and the "Amount Billed to City" is the amount of the trip charge that the City subsidizes via its Senior Mobility Program (SMP) funds received by OCTA. Collectively, they sum up to the "Total Cost per Trip." There is no general fund impact to the City for its "Amount Billed to City" charge.

TABLE 1. California Yellow Cab Costs Per Trip in Accordance to Agreement

	Initial Term Rate (8/1/2016 – 6/30/2019)				Renewal Term Rate (7/1/2019 – 6/30/2021)		
	Rider Co-pay (1 way)	Amount Billed to City (1 way)	Total Cost Per Trip		Rider Co-pay (1 way)	Amount Billed to City (1 way)	Total Cost Per Trip
Service Area	\$5	\$10	\$15		\$7	\$11	\$18
Satellite Destinations	\$5	\$10	\$15		\$7	\$11	\$18
John Wayne Airport	\$16	\$16	\$32		\$18	\$18	\$36

In anticipation of the ridership of the City's Senior Dial-a-Taxi program progressively increasing year after year, and increases in the total trip costs, City staff recommended that the Rider Co-pay for the Renewal Term (or beginning July 1, 2019) be increased by two dollars (\$2), from five dollars (\$5) to seven dollars (\$7) when the Agreement was first drafted (See Table 1 above).¹ This was to ensure that the monies received from the OCTA's SMP to fund the City's cost share of CYC's trip costs would not be exhausted. However, analysis of trip usage of our Senior Dial-Taxi-Trip since inception of the program (July 2015) to date, revealed that the number of residents that use the transportation service actively on a monthly basis has remained relatively constant and has not shown a steady increase month after month as first anticipated. There are currently 692 Laguna Hills senior residents that are enrolled in the program. Of that number, the mean average of active users is 34 senior residents per month (with a low of 19 users for a particular month and a high of 45 users for another month).

Moreover, the number of taxi trips taken per month has also not increased steadily as first projected by staff. As a matter of fact, the historical trend of trips taken per month has decreased when analyzed from program inception to date. These two factors provide staff with the assurance that the City will continue into the next two fiscal years with more than adequate OCTA SMP funds to support the Dial-a-Taxi program without

¹ It should be noted that the CYC Agreement stipulates that the City shall determine the amount of the Rider Co-pay and may modify the Rider Co-pay amount from time to time. Any changes to the Rider Co-pay will adjust the Amount Billed to City, and the sum of the Rider Co-pay and the Amount Billed to City will always equal the total Cost Per Trip as outlined in the fee schedules.

increasing the Rider Co-pay amount—even if there is a significant increase in trip usage. Therefore, staff recommends and CYC has agreed that the Rider Co-pay remain at five dollars (\$5) for the Renewal Term for trips within the Service Area, at five dollars (\$5) for trips to Satellite Destinations, and at sixteen dollars (\$16) for trips to John Wayne Airport as illustrated in Table 2. below.

TABLE 2. Revised Fee Schedule for Renewal Term			
	Renewal Term Rate (7/1/2019 – 6/30/2021)		
	Rider Co-pay (1 way)	Amount Billed to City (1 way)	Total Cost Per Trip
Service Area	\$5	\$13	\$18
Satellite Destinations	\$5	\$13	\$18
John Wayne Airport	\$16	\$20	\$36

In summary, the recommended and proposed changes to the Agreement are as follows:

1. The term of the current Agreement will be extended for an additional two years (Renewal Term) and will thereafter expire on June 30, 2021.
2. The Fee Schedule will be revised, under Exhibit “B” (Schedule of Compensation/Fees) of the Agreement, in accordance to Table 2 above to account for no changes to the Rider Co-pays.

FISCAL IMPACT:

The total not to exceed amount in the Agreement for the initial 3-year term is \$176,664. Total expenses to date paid to CYC are \$79,137. The total not to exceed amount in the Agreement for the Renewal Term (or the next two fiscal years) is \$140,291, which is enough funding to support CYC taxi transportation services for the next two fiscal years.

CYC expenses are paid through the City's SMP special revenue fund and there is no anticipated general fund impact with CYC taxi transportation services.

ATTACHMENTS:

- Senior Transportation Services Agreement with Cabco Yellow, Inc.
- June 10, 2019 Letter from Cabco Yellow, Inc., Requesting Contract Extension
- Proposed Amendment No. 1 to Senior Transportation Services Agreement

SENIOR TRANSPORTATION SERVICES AGREEMENT
Cabco Yellow, Inc.

THIS SENIOR TRANSPORTATION SERVICES AGREEMENT (hereinafter "Agreement") is made and entered into, to be effective this 1st day of August 2016, 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 CABCO YELLOW, INC., a California corporation, dba as CALIFORNIA YELLOW CAB (hereinafter referred to as "Contractor"). City and Contractor are sometimes hereinafter individually referred to as "Party" and are hereinafter collectively referred to as the "Parties."

RECITALS

A. On June 27, 2011, City entered into Cooperative Agreement No. C-1-2478 between the Orange County Transportation Authority and the City of Laguna Hills concerning senior transportation services, which was subsequently amended by Amendment No. 1 To Cooperative Agreement No. C-1-2478, approved by the OCTA Board of Directors on June 13, 2016 (collectively, the "OCTA Agreement").

B. Pursuant to the OCTA Agreement, OCTA allocates funds to City to be used exclusively for providing accessible senior transportation services. The City utilizes OCTA funding for its Senior Dial-A-Taxi Program, which provides door-to-door taxi service to Laguna Hills residents who are 60 years of age or older.

C. In accordance with the OCTA Agreement, City may contract with a third-party service provider to provide senior transportation services.

D. City requires the services of a qualified contractor to provide senior mobility taxi transportation services to City in accordance with the OCTA Agreement ("Project").

E. On May 9, 2016, the City issued a Request for Proposals inviting qualified firms to provide senior mobility taxi transportation services to the City for the Project.

F. In response to the City's Request for Proposals, Contractor has submitted to City a proposal to provide senior mobility taxi transportation services to the City for the Project pursuant to the terms of this Agreement.

G. Contractor is qualified by virtue of its experience, training, education, reputation, and expertise to provide these services and has agreed to provide such services for the Project as provided herein.

H. City desires to retain the services of Contractor 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 CONTRACTOR

1.1 Scope of Services and Standard of Performance. In compliance with all terms and conditions of this Agreement, Contractor agrees to provide and perform the senior transportation services for the Project set forth in the Scope of Services, attached hereto as Exhibit "A" and incorporated herein by reference, inclusive of the inspection, maintenance and reporting requirements enumerated in Attachment 1 to Exhibit "A" *Pre-Operation Inspection & Defect Report* and Attachment 2 to Exhibit "A" *Senior Mobility P.M. Checklist* (hereinafter collectively referred to as the "Services" or "Work"). Contractor further agrees to provide and perform the senior transportation services for the Project in accordance with the OCTA Senior Mobility Program Guidelines. Contractor represents and warrants that all Services and Work shall be performed in a competent, professional, and satisfactory manner in accordance with all standards prevalent in the industry. Contractor further 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. In the event of any inconsistency between the terms contained in the Scope of Services and the terms set forth in the main body of this Agreement, the terms set forth in the main body of this Agreement shall govern.

1.2 Compliance with Law. Contractor 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. Contractor 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. Contractor shall be liable for all violations of such laws and regulations in connection with performing the Work and Services. If Contractor performs any Work or Services in violation of such laws, rules, and regulations, Contractor shall be solely responsible for all penalties and costs arising therefrom. Contractor shall defend, indemnify, and hold City, its elected and appointed officers and officials, directors, employees, volunteers, and agents, free and harmless from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules, or regulations.

1.3 Licenses, Permits, Fees, and Assessments. Prior to performing any Services or Work hereunder, Contractor 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. Contractor represents and warrants to City that Contractor 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 Contractor to perform the Work and Services under this Agreement. Contractor 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 Contractor's performance of the Work and Services required by this Agreement, and shall defend, indemnify, and hold the City, its elected and appointed officers and officials, employees, directors, volunteers, and agents, free and harmless from any claim or liability arising out of any failure or alleged failure to obtain such licenses, permits, and approvals of whatever nature that are legally required to perform the Work or Services.

1.4 Familiarity with Work. By executing this Agreement, Contractor 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.

1.5 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.

1.6 Changes in Scope. City reserves the right to (1) expand or reduce the Service Area, (2) expand or reduce the list of Satellite Destinations outside of the Service Area, (3) eliminate the Airport Travel Destination, as each of these terms is defined in Exhibit "A" Scope of Services, and (4) restrict the number of trips provided to a specific location or particular patron upon (30) thirty days written notice of the change(s) to Contractor.

1.7 Additional Services. Contractor shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to or outside of those set forth in this Agreement and listed in Exhibit "A" Scope of Services, unless such additional services are authorized in advance and in writing by the City's Contract Officer. Contractor shall be compensated for any such additional services in the amounts and in the manner agreed to by the City's Contract Officer.

2. COMPENSATION

2.1 Maximum Contract Amount. For the Services rendered pursuant to this Agreement, Contractor shall be compensated by City in accordance with the Schedule of Compensation/Fees, which is attached hereto as Exhibit "B" and is incorporated herein by reference. The total maximum contract amount shall not exceed one hundred seventy-six thousand, six hundred and sixty-four dollars (\$176,664) during the Initial Term, or one hundred forty thousand, two hundred and ninety-one dollars (\$140,291) during the Renewal Term, as those terms are defined in Section 3.2, (hereinafter referred to as the "Maximum Contract Amount"). City shall have no obligation whatsoever to compensate Contractor more than the Maximum Contract Amount.

2.2 Method of Payment. In any month in which Contractor wishes to receive payment, no later than the tenth (10) working day of such month, Contractor shall submit to the

City, in a form approved by the City's Finance Manager, an original 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 Contractor 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 Contractor within forty-five (45) days after receipt of the invoice or a soon thereafter as is reasonably practical.

2.3 Appropriations. Contractor expressly acknowledges and understands that the Orange County Transportation Authority ("OCTA") provides funds, up to a set maximum amount, to City to pay for the Project. This Agreement is subject to and contingent upon funds being appropriated therefore by OCTA for each fiscal year covered by the Agreement. If such appropriations are not made, this Agreement shall 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.

3.2 Term. Unless earlier terminated as provided elsewhere in this Agreement, this Agreement shall continue in full force and effect for an initial period of three (3) years, commencing on August 1, 2016 and ending on June 30, 2019 ("Initial Term"). At its sole option and discretion, and subject to any approvals as may be required by OCTA, the City may extend this Agreement for an additional period of two (2) years ending on June 30, 2021 on the same terms and conditions ("Renewal Term").

4. COORDINATION OF WORK

4.1 Representative of Contractor. The following principal of Contractor is hereby designated as being the principal and representative of Contractor authorized to act in its behalf with respect to the Services to be performed under this Agreement and make all decisions in connection therewith: *Tim Conlon, 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 Contractor and devoting sufficient time to personally supervise the Services performed hereunder. The foregoing principal may not be changed by Contractor 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 Contractor's responsibility to ensure that the Contract Officer is kept fully informed of the progress of the performance of the Services, and the Contractor 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 Contractor, its principals and employees, were a substantial inducement for City to enter into this Agreement. Therefore, Contractor 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. Contractor shall not contract with any other entity to perform the Services required without prior written consent of City. If Contractor is permitted to subcontract any part of this Agreement by City, Contractor 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 Contractor. City will deal directly with and will make all payments to Contractor.

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 Contractor a City employee. During the performance of this Agreement, Contractor and its officers, employees, and agents shall act in an independent capacity and shall not act as City officers or employees. Contractor 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 Contractor shall at all times be under Contractor's exclusive direction and control. Neither City nor any of its officials, officers, employees, or agents shall have control over the conduct of Contractor or any of its officers, employees, agents or volunteers, except as set forth in this Agreement. Contractor, 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 Contractor's officers, employees, representatives, or agents, or in fixing their number, compensation, or hours of service. Contractor 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 Contractor in its business or otherwise a joint venturer or a member of any joint enterprise with Contractor.

B. Contractor 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 Contractor, its officers, employees, or agents in connection with the performance of any Work or Services under this Agreement. Except for professional fees paid to Contractor as provided for in this Agreement, City shall not pay salaries, wages, or other compensation to Contractor for the performance of any Work or Services under this Agreement. City shall not be liable for compensation or indemnification to Contractor, 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 1.7 herein, of any nature relating to salary, taxes, or benefits of Contractor's officers, employees, representatives, agents, or subconsultants or subcontractors, Contractor shall defend, indemnify, and hold harmless City from and against all such financial obligations.

4.5 PERS Eligibility Indemnification.

A. In the event that Contractor or any employee, agent, or subcontractor of Contractor 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, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor 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, Contractor 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. Contractor shall obtain, maintain, and keep in full force and effect during the term of this Agreement, at its sole cost and expense, and in a form and content satisfactory to City, all insurance required under this section. Contractor shall not commence any Work or Services under this Agreement unless and until it has provided evidence satisfactory to City that it has secured all insurance required under this section. In addition, Contractor shall not allow any subconsultant or subcontractor to commence any Work or Services until it has provided evidence satisfactory to City that the subconsultant or subcontractor has secured all insurance required under this section. If Contractor's existing insurance policies do not meet the insurance requirements set forth herein, Contractor agrees to amend, supplement or endorse the policies to do so.

5.2 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, Contractor shall obtain and maintain in full force and effect during the term of this Agreement, including any extension thereof, the following policies of insurance:

A. **Commercial General Liability Insurance.** Contractor shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of Commercial General Liability Insurance, to include Products/Completed Operations, Independent Contractors', Contractual Liability, and Personal Injury Liability, written on an occurrence basis

with limits of at least one million dollars (\$1,000,000.00) per occurrence, and two million dollars (2,000,000.00) in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; or (3) contain any other exclusion contrary to the Agreement.

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

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

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

5.4 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 Contractor shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

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

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

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

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

B. For all policies of Commercial General Liability Insurance, Contractor shall provide endorsements for 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 and OCTA, and their respective officials, officers, directors, 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 and OCTA, and their respective officials, officers, directors 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 and OCTA, and their respective officials, officers, directors, employees, agents and volunteers, or shall specifically allow Contractor or others providing insurance evidence in compliance with the requirements set forth in this section to waive their right to recovery prior to a loss. Contractor hereby agrees to waive its own right of recovery against the City and OCTA, and their respective officials, officers, directors, employees, agents and volunteers, and Contractor 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, Contractor shall deliver certificates of insurance together with original endorsements affecting

each of the insurance policies required by this section. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for written approval. The certificates of insurance and original endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. **The face of the certificates of insurance must reference Cooperative Agreement No. C-1-2478 and the OCTA's Senior Contract Administrator's name, Sue Ding.** At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. Contractor shall promptly furnish, at City's request, copies of actual policies including all declaration pages, endorsements, exclusions and any other policy documents City requires to verify coverage.

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

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

5.11 Insurance for Subcontractors. Contractor shall include all subconsultants or subcontractors engaged in any Work or Services for Contractor relating to this Agreement as additional insureds under the Contractor's insurance policies, or Contractor 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 and OCTA, and their respective officials, officers, directors employees, agents and volunteers, as additional insureds to their respective policies. All policies of Commercial General Liability Insurance provided by Contractor's subconsultants or subcontractors performing any Work or Services related to this Agreement shall be endorsed to name the City and OCTA, and their respective officials, officers, directors, employees, agents and volunteers, as additional insureds. Contractor shall not allow any subconsultant or subcontractor to commence any Work or Services relating to this Agreement unless and until it has received satisfactory evidence of their compliance with all insurance requirements under this Agreement, to the extent applicable. Contractor agrees to provide satisfactory evidence of compliance with this subsection upon request of the City.

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

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

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

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

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

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

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

6. INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall defend (at Contractor's sole cost and expense with legal counsel reasonably acceptable to City), indemnify, protect, and hold harmless City and OCTA, and their respective officials, officers, directors, employees, agents and volunteers (collectively the "Indemnified Parties"), from and against any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, penalties, and expenses including legal costs and attorney fees (collectively "Claims"), including but not limited to Claims arising from injuries to or death of persons (Contractor's employees included), 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 Contractor's performance under this Agreement. Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit Contractor's indemnification obligation or other liability hereunder.

7. REPORTS AND RECORDS

7.1 Taxi Records. As set forth in Exhibit "A" Scope of Services, Contractor shall keep complete, accurate, and detailed records and books relating to Contractor's performance of Services pursuant to this Agreement. The records and books shall be maintained and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the Services provided by Contractor pursuant to this Agreement. 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. Contractor 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 Release of Documents. All reports, records, documents, and other materials prepared by Contractor 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 Contractor in the performance of this Agreement shall be considered confidential and shall not be released by Contractor without City's prior written authorization.

7.4 Audit and Inspection of Records. After receipt of reasonable notice and during the regular business hours of City, Contractor shall provide City, or other agents of City, such access to Contractor'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 Contractor's performance under this Agreement. Contractor 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 five (5) 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 Contractor 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 Contractor thirty (30) days written notice. Upon receipt of such notice, Contractor shall immediately cease all Work under this Agreement, unless the notice provides otherwise. Thereafter, Contractor shall have no further claims against the City under this Agreement. Upon termination of the Agreement pursuant to this section, Contractor shall submit to the City an invoice for Work and Services performed prior to the date of termination. In addition, Contractor reserves the right to terminate this Agreement at any time, with or without cause, 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 Contractor may determine.

8.4 Default of Contractor.

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

B. If the City Manager, or his designee, determines that Contractor is in default in the performance of any of the terms or conditions of this Agreement, he shall notify Contractor in writing of such default. Contractor shall have ten (10) days, or such longer period as City may designate, to cure the default by rendering satisfactory performance. In the event Contractor 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. Contractor 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.

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 Contractor 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 Contractor, 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 Contractor 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. Contractor 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, Contractor 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. Contractor 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:

<u>To City:</u>	City of Laguna Hills Attention: City Manager 24035 El Toro Road Laguna Hills, California 92653 Telephone: (949) 707-2600 Facsimile: (949) 707-2633
<u>To Contractor:</u>	Cabco Yellow Inc., dba California Yellow Cab Attention: Tim Conlon, President 520 W. Dyer Rd. Santa Ana, CA 92707 Telephone: (714) 427-2555 Facsimile: (714) 245-0313

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.

[SIGNATURES ON NEXT PAGE]

Attachment: Senior Transportation Services Agreement with Cabco Yellow, Inc. (1893 : CYC Amendment)

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


 BARBARA D. KOGERMAN,
 Mayor

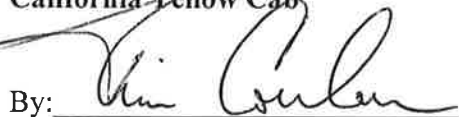
ATTEST:

 (SEAL)
 MELISSA AU-YEUNG,
 City Clerk

APPROVED AS TO FORM:


 GREGORY E. SIMONIAN,
 City Attorney

"CONTRACTOR"
CABCO YELLOW, INC., dba
California Yellow Cab

By: 
 TIM CONLON,
 President

By: 
 JOHN MUIR,
 Chief Financial Officer

Attachment: Senior Transportation Services Agreement with Cabco Yellow, Inc. (1893 : CYC Amendment)

Exhibit "A"

SCOPE OF SERVICES

1. Service to be performed by CONTRACTOR. Services to be performed by CONTRACTOR under this Agreement shall be as follows:

- a. Accept telephone requests from Laguna Hills residents registered to participate in the CITY's Senior Dial-A-Taxi Program and dispatch a vehicle to the pick-up location. Transportation program shall be both demand responsive and also allow advanced pre-scheduled reservations within the city limits of Mission Viejo, Laguna Hills, and Laguna Woods (hereinafter referred to as the "Service Area"). Trips to be provided will include any destination point for shopping, errands, social/recreational, and personal business within the Service Area as stipulated in the CITY's OCTA Agency Service Plan. The vehicle shall arrive on time at the scheduled pick-up location, but in any event, no more than 30 minutes after the scheduled pick-up time. In addition to transportation services within the Service Area, CONTRACTOR shall provide taxi service to the following Satellite Destinations outside the Service Area:

- Lake Forest Nursing Center, 25652 Old Trabuco Rd., Lake Forest
- Freedom Village, 23442 El Toro Rd, Lake Forest
- Laguna Niguel/Mission Viejo Metrolink Station, 28200 Forbes Rd, Laguna Niguel
- Irvine Metrolink Station, 15215 Barranca Parkway, Irvine
- Hoag Hospital, 16200 Sand Canyon Ave, Irvine
- Kaiser Hospital, 6640 Alton Pkwy, Irvine
- Irvine Spectrum, 71 Fortune Dr., Irvine

The following Airport Travel Destination outside of the Service Area is serviced by the program at an additional charge:

- John Wayne Airport, 18601 Airport Way, Santa Ana

- b. CONTRACTOR shall provide 'second stop' service to assist the frailest customers (those individuals using a walker/wheelchair or cane) with quick errand trips on the return portion of a round trip. The 'second stop' service must be within one mile of the initial destination and the CONTRACTOR will wait twenty (20) minutes while the customer completes the errand. The CITY will reimburse the CONTRACTOR for any time over the twenty (20) minute wait time as outlined in Exhibit "B" to the Agreement. CITY reserves the right to cancel the

'second stop' service if the CITY determines the wait time routinely exceeds the (20) minute wait time requirement.

- c. Days and Hours of Operation: CONTRACTOR shall provide reservations and taxi services seven (7) days a week twenty-four (24) hours a day including holidays.
- d. CITY taxi passengers shall pay a co-pay per trip (one way), as determined by the CITY for any distance traveled within the Service Area, to all Satellite Destinations outside of the Service Area, and to Airport Travel Destinations as set forth under "Rider Co-pay" in Exhibit "B" to the Agreement. Eligible patrons must show their client ID badge when entering the taxi. CONTRACTOR will invoice the CITY at the rate agreed to by the CITY and identified in Exhibit "B" to the Agreement, Schedule of Compensation/Fees.
- e. Complaints: CONTRACTOR will provide the CITY with the name of a contact person and phone number to call for reporting customer complaints. Within twenty-four (24) hours of a reported complaint, CONTRACTOR's assigned customer service representative will contact the client to resolve the problem and report client complaint to the CITY. Within 48 hours of the reported complaint, CONTRACTOR's customer service representative will fax or e-mail to the CITY the steps they are taking to address the client's problem.
- f. CONTRACTOR shall gather ridership data, as determined and required by the CITY, and report such information to the CITY with the monthly invoice.
- g. Telephone Line: CONTRACTOR shall provide a toll-free telephone number (877) 809-6587 for use by CITY's Dial-A-Ride passengers.
- h. Vehicles, Maintenance, Appearance/Inspections:
 - 1. Vehicles: it shall be CONTRACTOR'S responsibility to maintain and operate all participating vehicles at its sole cost and expense, and CONTRACTOR shall pay all costs relating to maintenance, insurance, fuel, taxes, fringe benefits, licensing, dispatching, radio equipment, training, supervision, management, service monitoring and vehicular accident reporting. All such liability shall be the sole responsibility of CONTRACTOR. Taxis shall have a taxi meter with a current approval and inspection by the Department of Weights and Measures. CONTRACTOR shall make available and use

wheelchair accessible vehicles when requested. CONTRACTOR shall assure that participating vehicles meet all applicable codes, laws and regulations.

At a minimum, CONTRACTOR shall perform:

- a. Daily pre-operation inspections that meet or exceed the guidelines provided in the attached *Pre-Operation Inspection & Defect Report* (Attachment 1).
 - b. Scheduled preventative maintenance that meets or exceeds the guidelines provided in the attached Senior Mobility P.M. Checklist, including the maintenance of all accessibility features of the vehicles (Attachment 2).
2. CONTRACTOR shall maintain maintenance records for each vehicle for (5) five years and shall cooperate fully in annual motor coach carrier terminal inspections conducted by the California Highway Patrol.
 3. Appearance: All taxis shall be uniformed in appearance and have the California Yellow Cab logo and color scheme in conformance with the Orange County Taxi Administration Program (OCTAP) regulations.

All taxis shall be cleaned daily prior to each vehicle service day and shall be kept clean throughout the day. Vehicle exteriors shall be washed not less than once per week, and after any rain or other circumstances that compromise the vehicles' clean appearance. Floors shall be free of stains, paper or other debris, gum or other sticky substances. Windows shall be free of dirt, dust, smudges, hands or fingerprints, exterior or interior. Dashboards, wheel wells, rails and ledges shall be kept clean, dirt and grease free. Seating areas shall be kept clean and in good repair with attention paid to cleaning upholstery on a regular basis. Wheelchair lifts shall be kept clean and in good repair.

CITY reserves the right to remove from service any vehicle that does not meet its appearance and cleanliness standards.

- i. Upon receipt of notice from the CITY, the CONTRACTOR shall promptly correct any deficiency in CONTRACTOR'S performance of this Agreement.

2. Reporting Requirements:

- a. Daily Records: CONTRACTOR shall keep records of customer service reservations taken. Reservations shall include the client's name, telephone number, pick-up and drop-off address, time the call was received and time the call was dispatched.
- b. Monthly Summaries: A monthly summary shall be attached to the CONTRACTOR's billing invoice and shall include the following: Date, Passenger ID #, Passenger Name, Pick up address, Drop off address, Pick up time, Drop off time, Trip Miles, Co Pay, Trip type (trip category or purpose), Number of trips per client, No shows and Cancellations.
- c. Incident Reports: Drivers shall be required to complete "incident reports" after any out of the ordinary occurrence during service. Such reports must be submitted to CITY for review within 24-hours and should be submitted after such incidents as disputes with or between passengers, passenger injury or accidents (during boarding or on-vehicle), passenger misconduct.
- d. Vehicle Accidents: CONTRACTOR shall have sole responsibility, at its own cost and expense, for repair of any taxi damaged in a vehicular accident. CITY retains the right to investigate any vehicular accident involving a taxi providing Services under this Agreement, and may request drug/alcohol screening of a driver found to be at fault under specific circumstances.
- e. Patron Complaints: CITY and CONTRACTOR shall investigate and document all complaints or citizen concerns as a part of program administration by collecting as much pertinent information regarding the complaint as possible from the complaining party. CITY may require complaint investigation on the part of CONTRACTOR. CITY reserves the right to exclude any of CONTRACTOR's employees or drivers from participating in the program due to findings relating to a complaint or service issue.
- f. Retention/Review of Records: The CONTRACTOR shall maintain all records pertaining to the services performed under this Agreement for a period of four years. The CONTRACTOR shall make its records pertaining to this Agreement available to the CITY upon request during regular business hours either for inspection or audit.

3. Workers' Compensation. CONTRACTOR certifies that it is aware of the Provision of the labor Code of the State of California which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and it certifies that it will comply with such provisions relating to CONTRACTOR'S designated employees before commencing the performance of the work of this agreement.

4. Driver Qualifications. All drivers shall be licensed to operate a taxi and hold a current permit issued by OCTAP. Drivers must be properly trained to proficiency to perform duties safety, and in in a manner which treats all riders with respect and dignity. Disability awareness and passenger assistance must be included in this training. Drivers must have a satisfactory Department of Motor Vehicles record. Drivers must receive sensitivity and safety training. Drivers shall assist any passenger having difficulty in boarding. Drivers shall assist passengers in wheelchairs with boarding and tie downs. Drivers are to be alert, clean, careful, courteous and competent in their driver skills. Drivers shall conform to CONTRACTOR'S dress code.
5. Alcohol and Drug Policy. CONTRACTOR agrees to establish, implement and maintain during the term of this Agreement and any renewals thereof an alcohol and drug program that complies with 41 U.S.C. sections 701-707, (the Drug Free Workplace Act of 1988), which is attached hereto (Attachment 3). CONTRACTOR agrees to produce any documentation necessary to establish its compliance with Sections 701-707.

Attachment 1 to Exhibit "A"

Pre-Operation Inspection & Defect Report

Attachment: Senior Transportation Services Agreement with Cabco Yellow, Inc. (1893 : CYC Amendment)

Attachment 1



Orange County Transportation Authority
ACCESS PREOPERATION INSPECTION
DEFECT REPORT

Bus/Van No. _____ Date: _____

Federal Regulations state that no motor vehicle carrying passengers for hire shall be driven unless the driver has determined that the following parts and accessories are in good working order. Each driver is required to submit a signed written report daily for each coach driven.

1st Driver: _____

Miles Finish: _____ Miles Start: _____ Miles Elapsed: _____

No Defects: ☐ Defects: ☐ Signature: _____

2nd Driver: _____

Miles Finish: _____ Miles Start: _____ Miles Elapsed: _____

No Defects: ☐ Defects: ☐ Signature: _____

3rd Driver: _____

Miles Finish: _____ Miles Start: _____ Miles Elapsed: _____

No Defects: ☐ Defects: ☐ Signature: _____

PREOPERATIONS INSPECTIONS

Indicate with an (x) that each item has been checked:

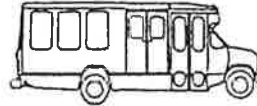
AM/PM		AM/PM	
☐	Tires/Lug Nuts (wheels & rims)	☐	Emergency Reflectors
☐	Motor-Guard	☐	Turn Signal Switch/Horn
☐	Air System	☐	First Aid Kit
☐	Lights/Reflectors	☐	Radio
☐	Wheelchair Lifts	☐	Driver's Seat/Belt
☐	Wheelchair Lift Cover	☐	Door Interlock
☐	Mirrors	☐	W/C Tie Down Straps
☐	Windshield Wipers/Washers	☐	Manual Lift Bar
☐	Fire Extinguisher	☐	Conduct Walk Around
☐	Steering Mechanism	☐	Parking/Brakes/Service Brakes

DEFECTS: Indicate with an (x) defective items only: (Explain In Detail)

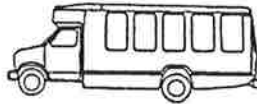
BRAKES	RETARDER	ENGINE
☐ Brake Fluid Leaks	☐ Light On:	☐ Hot Engine/Water Leaks
☐ Soft/Hard	☐ Brakes Not Applied	☐ Low Oil/Oil Leaks
☐ Pull to L/R	☐ Light On:	☐ Starts Hard
☐ Dragging	☐ Brakes Applied,	☐ No Power/Eng. Ck. Light
☐ Smoking	☐ Bus Stopped	☐ Smokes
☐ Emergency Brake	☐ Light Not On:	☐ Idles Rough/Vibration
☐ Other - explain	☐ Brakes Applied,	☐ Exhaust, Vacuum Leaks
	☐ Bus Moving	☐ Fuel Leaks/LPG/Gas
		☐ Other - explain
TIRES/WHEELS	A/C & HEATING	TRANSMISSION
☐ Flat	☐ Off	☐ Won't Go Into Gear
☐ Embedded Object	☐ Too Cold/Hot	☐ Slips/Grinds/Lurches
☐ Cut	☐ Defroster Defect	☐ Excessive Noise
☐ Smooth/Cord	☐ Ventilation (Blowers)	☐ Leaks
☐ LF RF RR L R L R L R L R	☐ Fumes	☐ Drive Line Vibration
☐ Loose Missing Lugs	☐ Other - explain	☐ Rear End Noise
☐ Other - explain		
LIGHTS	ENTRANCE/EXIT DOORS/	STEERING
☐ Interior	WINDOWS	☐ Slow
☐ Exterior	☐ Slow	☐ Hard/Binds
☐ Location: _____	☐ Inoperative	☐ Shimmy
	☐ Leaks Air	☐ Excessive Play
	☐ Excessive Play	☐ Other - explain
	☐ Other - explain	
VEHICLE CLEANLINESS	☐ Emergency Releases	ELECTRICAL EQUIPMENT
☐ Interior	WHEEL CHAIR LIFT	☐ Generator/Starter
☐ Exterior	☐ Will Not Fold Out	☐ Turn Signals/Flashers
☐ Floor	☐ Will Not Lower/Raise	☐ Horn
☐ Windows	☐ No Restraint Down/Up	☐ Fare Box
☐ Seat Condition	☐ Lift Will Not Fold Into	☐ Instruments/Gauges
☐ Explain: _____	☐ Bus	☐ Fuel, Oil, Amp Meter
RADIO	☐ Seats	☐ Handrails
	☐ Modesty Panels	

BODY DAMAGE:

Circle and describe any damage to a bus on diagram of front/rear and two side views



Description: _____



Description: _____



Description: _____



Description: _____

OPERATOR(S):

IMPORTANT! Help expedite repairs by providing necessary information regarding defects! Please print.

REPAIRS MADE:

ALL ITEMS COMPLETED - BUS SERVICED AND RELEASED:

Supervisor's Signature _____

Date _____

Attachment 2 to Exhibit "A"

Senior Mobility P.M. Checklist

Attachment: Senior Transportation Services Agreement with Cabco Yellow, Inc. (1893 : CYC Amendment)

Attachment 2

Inspection

Senior Mobility P.M. Check List

Date	Bus#	TERMINAL	workorder#	Current Mileage
				Last inspection miles
				Miles between

A. Employee must check off all boxes! Note all discrepancies on reverse side

B. Check files and open workorders

C. Interior

1	Entry door operation and seals		
2	Temperature and oil warning devices		
3	Neutral safety system		
4	Horn, gauges and dash lights		
5	Heater defroster and fan		
6	Windshield wipers and washer		
7	Indicator lights		
8	Throttle operation		
9	Steering free play in		
10	Applied and unapplied brake test for vacuum loss		
11	Interior lights		
12	Windshield and window glass condition		
13	Window mechanism and seals		
14	Seat condition		
15	Interior body, floor and stations		
16	Fire extinguisher date and bracket		
17	Road warning devices		
18	First aid kits		
19	Emergency exits operation, warning devices and signs		
20	Interior clean		
21	Black up alarm		

D. Exterior

1	All exterior lights and signals		
2	Mirror condition and mounting		
3	Record body damage		
4	Bumper bolts		
5	Paint lettering and appearance		
6	Emergency exits		
7	Axle flange and lug nuts, oil hubs		
8	Tire side wall condition, cracked wheels, valve stem		
9	Valve stem cap, alignment of rear duals		
9	Tread depth		
	LF RF LRO		
	LRI RRO RRI		
10	Tire inflation: Record and inflate		
	LF RF LRO		
	LRI RRO RRI		

E. Under hood

1	Check for visible leakage		
2	Engine oil level		
3	Transmission fluid level and condition		
4	Brake fluid		
5	Power steering fluid		
6	Check all belts		
7	Component and accessory mounting		
8	Check all hoses and routing		
9	Coolant level and protection	cf	ph
10	Pressure test cooling system		
11	Water pump and fan clutch play		
12	Air filter condition - check restriction gauge		
13	Check exhaust system		
14	Battery fluid level and mounting		
15	Clean battery and connections		
16	Drain fuel/water separator		

F. Under Bus

1	Kingpin and wheel bearing play		
2	Tire wear, condition and matching		
3	Leakage at backing plates and wheel seals		
4	Steering box, mounting, leakage, looseness and leaks		
5	Front shocks and mounting		
6	Front springs, bushings		
7	Engine leaks, lines, filters, hoses and engine mounts		
8	Starter and connections		
9	Exhaust system and mounting		
10	Transmission mounted parking brake		
11	Transmission leaks		
12	Output shaft play		
13	Driveshaft guard, U joints and retainer		
14	Body hold downs and insulators		
15	Wiring along frame		
16	Differential leaks, fluid level		
17	Pinion play		
18	Breather vent		
19	Rear shocks and mounting		
20	Rear springs, bushings and U bolts		
21	Leakage at backing plates and wheel seals		
22	Fuel tank straps and lines		
23	Tail pipe hangers		
24	Lube entire chassis		
25	Check drag link, tie rods and idler arms		

Exhibit "B"

SCHEDULE OF COMPENSATION/FEES

A. PAYMENT SCHEDULE

Monthly Program Performance Report shall be submitted to the CITY with the invoice on or before the tenth (10th) working day of the month.

CITY shall use reasonable efforts to make payments to CONTRACTOR within forty-five (45) days of receipt of each invoice as to all non-disputed fees. If the CITY disputes any of the CONTRACTOR'S fees, it shall give written notice to CONTRACTOR within forty-five (45) days of receipt of an invoice of any disputed fees set forth on the invoice.

CITY shall reimburse the CONTRACTOR at the rates established under "Amount Billed to City" in the table below per one way trip for any distance traveled within the Service Area, one way trip to a Satellite Destinations outside of Service Area, and one way trip to the Airport Travel Destination.

CITY shall reimburse the CONTRACTOR \$15.00 per a 'second stop' trip in which the wait time is greater than twenty (20) minutes.

CITY shall determine the amount of Rider Co-pay and may modify the Rider Co-pay amount from time to time. Any changes to the Rider Co-pay will adjust the Amount Billed to City, and the sum of the Rider Co-pay and the Amount Billed to City will always equal the Total Cost Per Trip as outlined in the fee schedule tables below.

CONTRACTOR shall discount each monthly invoice as set forth below. These discounts will be calculated based on trip volume as part of the invoicing process and included in the month end statement.

<u>Monthly Invoice Exceeds</u>	<u>Discount Amount</u>
300 trips or \$2,750.	5%
320 trips or \$3,000.	10%
340 trips or \$3,250.	12%

The following fee schedule (Table 1.) shall apply to the Initial Term of the Agreement (or years 1, 2, and 3 of the Agreement).

Table 1. Fee Schedule for Initial Term			
	Rider Co-pay (1 Way)	Amount Billed to City (1 Way)	Total Cost Per Trip
Service Area (any destination within area)			
City of Laguna Hills	\$5	\$10	\$15
City of Laguna Woods	\$5	\$10	\$15
City of Mission Viejo	\$5	\$10	\$15
Satellite Destinations			
Irvine Spectrum	\$5	\$10	\$15
Hoag Hospital - Irvine	\$5	\$10	\$15
Kaiser Hospital - Irvine	\$5	\$10	\$15
Airport Travel Destination			
John Wayne Airport	\$16	\$16	\$32

The following fee schedule (Table 2.) shall apply to the Renewal Term of the Agreement (or years 4 and 5 of the Agreement).

Table 2. Fee Schedule for Renewal Term			
	Rider Co-pay (1 Way)	Amount Billed to City (1 Way)	Total Cost Per Trip
Service Area (any destination within area)			
City of Laguna Hills	\$7	\$11	\$18
City of Laguna Woods	\$7	\$11	\$18
City of Mission Viejo	\$7	\$11	\$18
Satellite Destinations			
Irvine Spectrum	\$7	\$11	\$18
Hoag Hospital - Irvine	\$7	\$11	\$18
Kaiser Hospital - Irvine	\$7	\$11	\$18
Airport Travel Destination			
John Wayne Airport	\$18	\$18	\$36



520 W. Dyer Rd., Santa Ana, CA 92707 • Tel: 714.427.2555 • Fax: 714.245.0313 • For Service: 877. YELLOW CAB (935-5692)

City of Laguna Hills
24035 El Toro Road
Laguna Hills, CA. 92653
Attention: David Reynolds

June 10, 2019

Dear Mr. Reynolds,

Please be advised that Cabco Yellow Inc. dba, California Yellow Cab desires to extend the Transportation Services Agreement for the Renewal Term of two years beginning July 1, 2019 as outlined in section 3.2 of the current Agreement under the same terms and conditions.

Further, it is understood that the City does not wish to increase the rider co-pay for the Renewal Period. The fee schedule below will apply for the duration of the Renewal Period unless directed otherwise by the City.

Table 2. Fee Schedule for Renewal Term			
	Rider Co-pay (1 Way)	Amount Billed to City (1 Way)	Total Cost Per Trip
Service Area (any destination within area)			
City of Laguna Hills	\$5	\$13	\$18
City of Laguna Woods	\$5	\$13	\$18
City of Mission Viejo	\$5	\$13	\$18
Satellite Destinations			
Irvine Spectrum	\$5	\$13	\$18
Hoag Hospital - Irvine	\$5	\$13	\$18
Kaiser Hospital - Irvine	\$5	\$13	\$18
Airport Travel Destination			
John Wayne Airport	\$16	\$20	\$36

Sincerely,

Tim Conlon – Cabco Yellow Inc.

Attachment: June 10, 2019 Letter from Cabco Yellow, Inc., Requesting Contract Extension (1893 : CYC Amendment)

AMENDMENT NO. 1
TO SENIOR TRANSPORTATION SERVICES AGREEMENT
Cabco Yellow, Inc.

THIS FIRST AMENDMENT to the Senior Transportation Services Agreement with Cabco Yellow, Inc., dba California Yellow Cab (the "Amendment" or "Amendment No. 1") is made and entered into to be effective the 1st day of July 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 the "City"), and CABCO YELLOW, INC., a California corporation, dba CALIFORNIA YELLOW CAB, (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 Senior Transportation Services Agreement for the purpose of providing accessible senior mobility taxi transportation services, which was made and entered into on August 1, 2016 (the "Agreement"), and which may be duly amended, in writing, from time to time by mutual consent of the Parties. City does not have the personnel or specialized equipment to perform the work or services contracted for under the Agreement.

B. Unless earlier terminated, the Agreement is currently scheduled to expire on June 30, 2019, by operation of its own terms. Section 3.2 (Term) of the Agreement provides that the City, at its sole option and discretion, may extend the term of the Agreement for an additional period of two (2) years on the same terms and conditions, commencing on July 1, 2019, and ending on June 30, 2021.

C. By way of correspondence from Contractor to City, dated June 10, 2019, Consultant has requested that the City exercise the renewal option and extend the term of the Agreement for two (2) additional years under the same terms and conditions set forth in the Agreement, but with the mutual understanding and agreement that the City does not wish to increase the rider co-pay for the Renewal Term (**Attachment "1"** hereto).

D. The City and Contractor now desire to enter into this Amendment No. 1 for the purpose of extending the term of the Agreement for an additional two (2) year period ("Renewal Term"), pursuant to Section 3.2 (Term) of the Agreement, in order to provide for continued, uninterrupted senior mobility taxi transportation services, as defined in the Agreement, under the same terms and conditions as set forth in the Agreement, and to modify Table 2 (Fee Schedule for Renewal Term) of Exhibit "B" (Schedule of Compensation/Fees) of the Agreement to reflect that the City does not wish to increase the rider co-pay during the Renewal Term.

NOW THEREFORE, in consideration of the mutual promises and covenants herein, the Parties agree as follows:

AGREEMENT

Attachment: Proposed Amendment No. 1 to Senior Transportation Services Agreement (1893 : CYC Amendment)

1. Amendment to Section 3.2, entitled "Term," of the Agreement. Section 3.2 of the Agreement is hereby amended as follows:

Pursuant to the Renewal Term provision set forth in Section 3.2, the Parties understand and mutually agree that the Term of the Agreement is hereby extended for an additional period of two (2) years, commencing on July 1, 2019, and ending on June 30, 2021, pursuant to the same terms and conditions as set forth in the Agreement, except as otherwise provided herein.

2. Amendment to Table 2 (Fee Schedule for Renewal Term) of Exhibit "B" (Schedule of Compensation/Fees) of the Agreement. Table 2 (Fee Schedule for Renewal Term) of Exhibit "B" (Schedule of Compensation/Fees) of the Agreement is hereby amended and restated in its entirety as set forth in Contractor's contract extension request letter, dated June 10, 2019, which is attached hereto as **Attachment "1"** and is incorporated herein by reference and made part of the Agreement.
3. 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.
4. 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.
5. 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 this Amendment as of the date first written above.

"CITY"

City of Laguna Hills,
a California municipal corporation

DON SEDGWICK,
Mayor

ATTEST:

(SEAL)
MELISSA AU-YEUNG,
City Clerk

APPROVED AS TO FORM:

GREGORY E. SIMONIAN,
City Attorney

"CONTRACTOR"

CABCO YELLOW, INC., a California corporation,
dba CALIFORNIA YELLOW CAB

By : 

TIM CONLON,
President

By : 

Tristan DeMers,
Chief Financial Officer

ATTACHMENT "1"

Attachment: Proposed Amendment No. 1 to Senior Transportation Services Agreement (1893 : CYC Amendment)

CONTRACTOR'S CONTRACT EXTENSION LETTER

DATED: June 10, 2019

Including,

Amended and Restated Table 2. Fee Schedule for Renewal Term

Attachment: Proposed Amendment No. 1 to Senior Transportation Services Agreement (1893 : CYC Amendment)



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City of Laguna Hills
24035 El Toro Road
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Attention: David Reynolds

June 10, 2019

Dear Mr. Reynolds,

Please be advised that Cabco Yellow Inc. dba, California Yellow Cab desires to extend the Transportation Services Agreement for the Renewal Term of two years beginning July 1, 2019 as outlined in section 3.2 of the current Agreement under the same terms and conditions.

Further, it is understood that the City does not wish to increase the rider co-pay for the Renewal Period. The fee schedule below will apply for the duration of the Renewal Period unless directed otherwise by the City.

Table 2. Fee Schedule for Renewal Term			
	Rider Co-pay (1 Way)	Amount Billed to City (1 Way)	Total Cost Per Trip
Service Area (any destination within area)			
City of Laguna Hills	\$5	\$13	\$18
City of Laguna Woods	\$5	\$13	\$18
City of Mission Viejo	\$5	\$13	\$18
Satellite Destinations			
Irvine Spectrum	\$5	\$13	\$18
Hoag Hospital - Irvine	\$5	\$13	\$18
Kaiser Hospital - Irvine	\$5	\$13	\$18
Airport Travel Destination			
John Wayne Airport	\$16	\$20	\$36

Sincerely,

Tim Conlon – Cabco Yellow Inc.



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: June 25, 2019
TO: Mayor and Council Members
FROM: Kenneth H. Rosenfield P.E.
Assistant City Manager/Director of Public Services
ISSUE: Authorization to Advertise for Bids the Citywide Street Maintenance Project, CIP No. 101-K

RECOMMENDATION: That the City Council: (1) Find and determine the Citywide Street Maintenance Project, CIP No. 101-K, is categorically exempt from CEQA pursuant to Section 15301(c) of Title 14, Chapter 3 of the California Code of Regulations (Class 1, Existing Facilities exemption); (2) Approve the Plans and Specifications available at the office of the City Clerk and at the dais; and (3) Authorize the Advertisement for Bids of the Citywide Street Maintenance Project, CIP No. 101-K.

SUMMARY:

On a biennial basis, the City implements a Capital Improvement Project to perform maintenance of a portion of the City's public street system. In anticipation of the approval of the Fiscal Year 2019-2020 Capital Improvement Program Budget, Staff has prepared the Plans and Specifications for the Citywide Street Maintenance Project, CIP No. 101-K. A determination that the Project is exempt from CEQA, approval of the plans and specifications and authorization to advertise the Project for bids is requested.

BACKGROUND:

A proposed Project in the Fiscal Year 2019-2020 Capital Improvement Program Budget is the Citywide Street Maintenance Project, CIP No. 101-K. On a biennial basis, the City implements a Capital Improvement Project to perform maintenance of a portion of the City's public street system. This Project proposes to perform pavement maintenance, including asphalt concrete repairs and asphalt concrete overlay, on selected residential

Authorization to Advertise for Bids Citywide Street Maintenance CIP 101-K

June 25, 2019

Page 2

streets in accordance with the City's Pavement Management Program (PMP) as a continuing effort to preserve this asset.

This Project will include work on streets in the City's PMP designated Zones C and E as shown in a summary fashion on the two attached maps and more particularly described in the Project Plans and Specifications.

Staff has completed the preparation of the Project Plans and Specifications which are on file in the office of the City Clerk and present on the dais. The City Council is requested to make a determination that the proposed Project is exempt from CEQA, as described below, approve the Plans and Specifications and authorize the Project for bids. It is anticipated this Project will begin construction in early fall 2019.

CEQA FINDINGS:

Staff has reviewed the proposed Project for compliance with the California Environmental Quality Act (CEQA) and determined this Project is categorically exempt from CEQA pursuant to Section 15301 (c) of Title 14, Chapter 3 of the California Code of Regulations (Class 1, Existing Facilities exemption). This exemption is applicable to the operation, permitting, or minor alteration to existing facilities involving a negligible expansion, or no expansion of an existing use, and includes alterations to existing highways and streets, sidewalks, gutters, bicycle and pedestrian trail, and similar facilities. The proposed Project involves pavement maintenance and related work without the expansion of existing capacity. Therefore, the Project is exempt from CEQA.

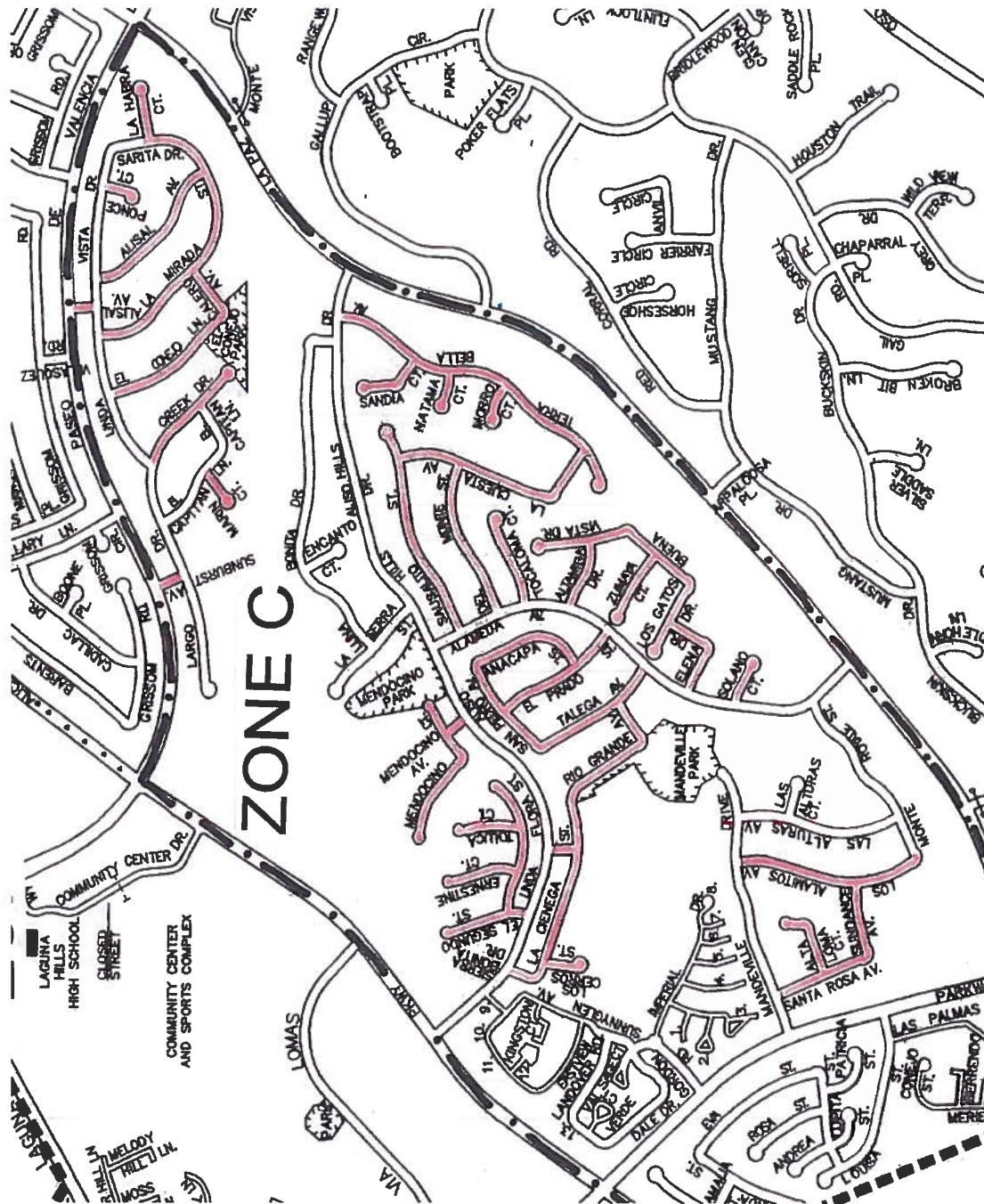
FISCAL IMPACT:

The engineer's construction cost estimate for the Citywide Street Maintenance Project, CIP No. 101-K, is \$2,400,000. Funding is included in the Fiscal Year 2019-2020 Capital Improvement Program for this project in the amount of \$2,375,336. Depending upon the actual bid results, Staff will propose adjustment to the Project at the time of the Award of Contract to maintain its compliance with the Budget.

ATTACHMENTS:

- Zone C Map
- Zone E Map

CIP 101-K ZONE C



CIP 101-K ZONE E





City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: June 25, 2019

TO: Mayor and Council Members

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

ISSUE: Approval of Proposed Professional Services Agreements for On-Call Civil Engineering, Project Management, and Support Services with (1) Ardurra Group, Inc., dba AndersonPenna Partners; (2) Bucknam Infrastructure Group, Inc.; (3) HR Green Pacific, Inc.; (4) Interwest Consulting Group, Inc.; and (5) NV5, Inc.

RECOMMENDATION: That the City Council approve the proposed Professional Services Agreements for On-call Civil Engineering, Project Management, and Support Services with (1) Ardurra Group, Inc., dba AndersonPenna Partners; (2) Bucknam Infrastructure Group, Inc.; (3) HR Green Pacific, Inc.; (4) Interwest Consulting Group, Inc.; and (5) NV5, Inc., and authorize the Mayor to execute the Agreements.

SUMMARY:

The City's staffing model requires reliance upon professional on-call consultant services for staff support of a variety of initiatives and responsibilities and for capital improvement project implementation in the areas of civil engineering, project management, and related support services. The professional consultant services are provided on an on-call, as needed basis to fill short term consulting needs and to meet budget goals. Due to the 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 May 3, 2019, for On-Call Civil Engineering, Project Management and Support Services. On May 29, 2019, twelve 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 nine qualified firms for interviews, which were held on June 5, 2019. As a result of this formal competitive process, it is recommended that on-call Professional Services Agreements (PSAs) be awarded and entered into with the following five qualified firms: (1) Ardurra Group, Inc., dba AndersonPenna Partners; (2) Bucknam Infrastructure Group, Inc.; (3) HR Green Pacific, Inc.; (4) Interwest Consulting Group, Inc.; and (5) NV5, Inc. The proposed PSAs are set up for an initial five-year term, are non-exclusive agreements which allows the City maximum flexibility for requesting services and, as desired, allows the City to seek additional proposals for any particular initiative. City Council approval and authorization for the Mayor to execute the proposed PSAs is recommended.

BACKGROUND:

Historically, the City has relied upon professional on-call consultant services for technical staff support including the areas of Civil Engineering, Project Management and 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 pending expiration (June 30, 2019) of existing agreements with professional civil engineering consulting firms, staff issued a Request for Proposals (RFP) on May 3, 2019, for On-Call Civil Engineering, Project Management and Support Services. The Scope of Services requested of the professional consultants in this RFP included the following:

1. Public Works Inspection. Provide one Public Works Inspector with a minimum of 15 years of experience in public agency construction inspection. Inspector to be available to provide 16 to 20 hours per week of general inspection services for Encroachment Permits, Public Works construction, and related work for 52 weeks per year. Work hours will generally be from 7:00 am to 11:00 am Monday to Friday or as mutually agreed. To the extent the Encroachment Permit work justifies and exceeds these work hours, additional hours of work will be provided.
2. Capital Improvement Project inspection. Provide experienced public agency construction inspectors, as needed, for a variety of Public Works, Street Maintenance, Landscape Construction, Traffic Signal Construction, Storm Drain Construction and similar construction inspection services.
3. Construction Management. Provide experienced construction managers for Capital Improvement Projects sufficient to carry out the City's

multi-year Capital Improvement Program in accordance with the approved City Budget.

4. Pavement Management Plan Updates. Provide the biennial update of the City's pavement conditions including field work and reporting in accordance with the OCTA Measure M2 requirements consistent with the City's MicroPaver database. Develop budget scenarios for City maintenance budgets. Prepare a written report meeting the City's requirements and that of OCTA by due dates issued by OCTA. Annually, update the City's maintenance history with the MicroPaver program.
5. Engineering Plan Check. Provide plan checking to include subdivision maps, improvement plans, grading plans, stormwater quality plans and traffic control plans.
6. Stormwater Program Support. Provide assistance with management of the City's Stormwater program to include reporting and field inspection services to meet NPDES requirements of both the SARWQCB and SDRWQCB.
7. Geographic Information System. Provide support of the City's ESRI based GIS including data layer management and technical operational assistance.
8. Civil Engineering Design Services. Provide design services for the preparation of plans, specifications and estimates for Capital Improvement Projects including, but not limited to, street maintenance, street improvements, street widening, grading, erosion control, traffic control and related improvements.

On May 29, 2019, twelve firms submitted Proposals, along with Fee Schedules in separate sealed envelopes, for the City's review and evaluation. Staff evaluated these proposals and invited nine qualified firms for interviews, which were held on June 5, 2019. Pursuant to Laguna Hills Municipal Code (LHMC) Section 3-08.150 (Professional services contracts), the solicitation and award of professional services agreements are made utilizing the following selection process and criteria. Section 3-08.150 reads in relevant part as follows:

"...[S]election by the city for professional services in areas including but not limited to private architectural, landscape architectural, engineering,

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

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

1. Experience of the firm and the staff assigned to provide the requested services.
2. Demonstrated understanding of the service needs outlined in the RFP.
3. Successful delivery of similar services.
4. Location of firm and availability of staff to be assigned to projects.
5. Quality of references.
6. Content, quality, completeness and form of submitted proposal.
7. Interview.

Based upon the Staff evaluation of the proposals and the results of the interviews, five qualified firms are recommended to enter into on-call PSAs with the City. Having five firms on-call to provide as-needed consulting services allows the City many options for short term on-call assignments by professional consultants. If a particular professional

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consultant team is not available at a desired time, another professional consultant can fulfill that need. And, some firms have greater strengths in a particular technical area than others have, which provides the City the flexibility to use the best qualified firm for a particular assignment.

The proposed PSAs are set up for an initial five-year term, are task-order based, and are non-exclusive which allows the City maximum flexibility for requesting services and, as desired, to seek additional proposals from other firms for any particular initiative. As a result of the competitive selection process described above, it is recommended that the City enter into the attached PSAs with the following firms: Ardurra Group, Inc., dba AndersonPenna Partners; Bucknam Infrastructure Group, Inc.; HR Green Pacific, Inc.; Interwest Consulting Group, Inc.; and NV5, Inc.

FISCAL IMPACT:

The use of professional consultant services for On-call Civil Engineering, Project Management and Support Services is included in the annual Public Services Department Operating Budget as well as in the related Capital Improvement Program Budget. A portion of the compensation to the professional consultants is offset by revenues generated through the issuance of Encroachment Permits and Grading Permits as relates to the provision of inspection services. 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 Civil Engineering, Project Management and Support 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 compensation values as follows:

<u>Professional Consultant</u>	<u>Annual Max</u>	<u>5-year Term Max</u>
Ardurra Group, Inc., dba Anderson Penna Partners	\$150,000	\$750,000
Bucknam Infrastructure Group, Inc.	\$60,000	\$300,000
HR Green Pacific, Inc.	\$100,000	\$500,000
Interwest Consulting Group, Inc.	\$100,000	\$500,000
NV5, Inc.	\$50,000	\$250,000

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ATTACHMENTS:

- Professional Services Agreement - Ardurra Group, Inc. dba AndersonPenna Partners
- Professional Services Agreement - HR Green Pacific
- Professional Services Agreement - Bucknam Infrastructure Group, Inc.
- Professional Services Agreement - Interwest Consulting Group, Inc.
- Professional Services Agreement - NV5, Inc.

PROFESSIONAL SERVICES AGREEMENT
Ardurra Group, Inc. dba AndersonPenna Partners
(On-Call Civil Engineering, Project Management, and Support Services)

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter "Agreement") is made and entered into, to be effective this 1st day of July 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 ARDURRA GROUP, INC., DBA ANDERSON*PENNA PARTNERS, a Florida corporation licensed to do business in the State of California (hereinafter referred to as "Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and are hereinafter collectively referred to as the "Parties."

RECITALS

A. City has determined that there is a need to retain the professional services of a qualified, licensed civil engineering firm to provide as-needed civil engineering consulting services, including public works engineering, project management, capital improvement project delivery, engineering plan review, as well to provide the City with other as-needed engineering, project management and support services, that may be required on an on-call basis (the "Project").

B. In response to City's formal Request for Proposals ("RFP"), dated May 3, 2019, Consultant has submitted to City a proposal, dated May 29, 2019, to provide professional on-call civil engineering, project management, and support 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, specialized equipment, or technical expertise able to perform the work or services contracted for herein.

D. City desires to retain Consultant to provide such professional services for the Project.

NOW, THEREFORE, in consideration of the promises and mutual obligations, covenants, and conditions contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. SERVICES OF CONSULTANT

1.1 Scope of Services and Standard of Performance. In compliance with all terms and conditions of this Agreement, Consultant agrees to provide and perform the on-call civil

engineering, project management, and support services to City for the Project as set forth in the Consultant's Proposal/Scope of Work, dated May 29, 2019, and as set forth in City's Request for Proposals ("RFP")/Scope of Services, dated May 3, 2019, which are attached hereto as Exhibit "A" and Exhibit "B", respectively, and are 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; (2) the Consultant's signed, original Proposal/Scope of Work dated May 29, 2019 ("Consultant's Proposal") and submitted to City; and, (3) the City's Request for Proposals ("RFP")/Scope of Services, dated May 3, 2019, which shall all be referred to collectively hereinafter as the "Contract Documents." The Consultant's Proposal and the City's Request for Proposals, which are both attached hereto as Exhibits "A" and "B," respectively, are hereby incorporated by reference and are made a part of this Agreement. All provisions of this Agreement, the Consultant's Proposal, and the City's Request for Proposals 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; (2nd) the provisions of the City's Request for Proposals (Exhibit "B"); and (3rd) the provisions of the Consultant's Proposal (Exhibit "A").

1.3 Compliance with Law. Consultant shall comply at all times during the term of this Agreement with all applicable federal, state, and local laws, statutes, and ordinances and all lawful orders, rules, and regulations promulgated thereunder, including without limitation all applicable fair labor standards and Cal/OSHA requirements. Consultant shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of the Work and Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with performing the Work and Services. If Consultant performs any Work or Services in violation of such laws, rules, and regulations, Consultant shall be solely responsible for all penalties and costs arising therefrom. Consultant shall defend, indemnify, and hold City, its officials, officers, employees, agents and volunteers, free and harmless from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules, or regulations.

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

1.5 Familiarity with Work. By executing this Agreement, Consultant represents and warrants that it (a) has thoroughly investigated and considered the Scope of Work or Services to be performed, (b) has carefully considered how the Services should be performed and has carefully examined the location or locations at or with respect to where such Services or Work is to be performed, and (c) fully understands the facilities, difficulties, and restrictions attending performance of the Services under this Agreement. If the Services involve work upon any site, Consultant represents and maintains that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of any Services hereunder. Should the Consultant discover any latent or unknown conditions that will materially affect the performance of the Services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the City.

1.6 Care of Work. Consultant shall adopt reasonable methods during the term of the Agreement to furnish continuous protection to the Work and the equipment, materials, papers, documents, plans, studies, and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the Work by the City, except such losses or damages as may be caused by City's own negligence.

1.7 Further Responsibilities of Parties. Both Parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both Parties agree to act in good faith to execute all instruments, prepare all documents, and take all actions as may be reasonably necessary to carry out the purposes of this Agreement.

1.8 Additional Services. City shall have the right at any time during the performance of the Services, without invalidating this Agreement, to order extra work beyond that specified in Contractor's Proposal/Scope of Work (Exhibit "A") or in City's Request for Proposals/Scope of Services ("RFP")/ (Exhibit "B"), or make changes by altering, adding to, or deducting from such Work. No such extra work may be undertaken unless a written order is first given by the City to the Consultant, incorporating therein any adjustment in (i) the Maximum Contract Amount or in the Maximum Annual Contract Amount, as defined below, and/or (ii) the time to perform this Agreement, which adjustments are subject to the written approval of the Consultant. It is

expressly understood by Consultant that the provisions of this section shall not apply to the Work and Services specifically set forth in the Scope of Services or reasonably contemplated therein, regardless of whether the time or materials required to complete any Work or Service identified in the Scope of Services exceeds any time or material amounts or estimates provided therein.

1.9 Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other contractors, consultants, or vendors for services similar to the services that are the subject of this Agreement. Consultant further acknowledges that City may have its own employees perform services similar to the services that are the subject of this Agreement.

2. COMPENSATION

2.1 Maximum Contract Amount. For the Services and Work rendered pursuant to this Agreement, Consultant shall be compensated by City for the services performed, including authorized reimbursements, on a time and materials basis in accordance with the professional hourly rates, charges, and/or unit prices set forth in the Schedule of Compensation/Fees, which is attached hereto as Exhibit "A" and is incorporated herein by reference, but not exceeding the total maximum contract amount of Seven Hundred Fifty Thousand Dollars (\$750,000.00) (hereinafter referred to as the "Maximum Contract Amount"), which sum shall not exceed One Hundred Fifty Thousand Dollars (\$150,000.00) per Fiscal Year during the term of this Agreement (hereinafter referred to as the "Maximum Annual Contract Amount"). Compensation shall be payable according to the fees and at the rates, charges, and/or unit prices set forth in Exhibit "A" attached hereto. Compensation for necessary expenditures for reproduction costs, telephone expenses, and transportation expenses must be approved in advance by the Contract Officer designated pursuant to Section 4.2 and will only be approved if such expenses are also specified in the Schedule of Compensation/Fees. The Maximum Contract Amount shall include the attendance of Contractor at all Project meetings deemed reasonably necessary by the City. Contractor shall not be entitled to any increase in the Maximum Contract Amount for attending these meetings. The maximum amount of City's payment obligation under this Agreement is the amount specified in this section.

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

2.3 Optional CPI Adjustment. The fees, rates, and/or unit prices set forth in Consultant's Proposal (Exhibit "A") shall remain fixed and unchanged for the first two years of the term of this Agreement (i.e., from July 1, 2019 through June 30, 2021). Thereafter, Consultant may submit a request to adjust its fees, rates, and/or unit prices once per year during

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

2.4 Changes in Scope. In the event any change or changes in the Scope of Services is requested by the City, the Parties shall execute a written amendment to this Agreement, setting forth with particularity all terms of such amendment, including, but not limited to, any additional professional fees. An amendment may be entered into: (a) to provide for revisions or modifications to documents or other work product or work when documents or other work product or work is required by the enactment or revision of law subsequent to the preparation of any documents, other work product, or work; and/or (b) to provide for additional services not included in this Agreement or not customarily furnished in accordance with generally accepted practice in Consultant's profession.

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

3. SCHEDULE OF PERFORMANCE

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

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

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the Services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant (financial inability excepted), including, but not limited to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, and/or acts of any governmental agency, including the City, if Consultant, within ten (10) days of the commencement of such delay, notifies the City Manager in writing of the causes of the delay. The City Manager shall ascertain

the facts and the extent of delay, and extend the time for performing the Services for the period of the enforced delay when and if in the judgment of the City Manager such delay is justified. The City Manager's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this section.

3.4 Term. Unless earlier terminated as provided elsewhere in this Agreement, this Agreement shall commence upon the effective date of this Agreement and shall continue in full force and effect for a period of five (5) years, commencing on July 1, 2019 and ending on June 30, 2024 ("Initial Term"). The City shall have the unilateral option, at its sole discretion, to renew and extend the term of this Agreement for no more than one additional three (3) year term under the same terms and conditions ("Renewal Option").

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

4. COORDINATION OF WORK

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

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

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

were a substantial inducement for City to enter into this Agreement. Therefore, Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, voluntarily or by operation of law, without the prior written consent of City. Consultant shall not contract with any other entity to perform the Services required without prior written consent of City. If Consultant is permitted to subcontract any part of this Agreement by City, Consultant shall be responsible to City for the acts and omissions of its subcontractor(s) in the same manner as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationships between any subcontractor and City. All persons engaged in the Work will be considered employees of Consultant. City will deal directly with and will make all payments to Consultant. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written consent of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release Consultant or any surety of Consultant from any liability hereunder without the express written consent of City.

4.4 Independent Contractor.

A. The legal relationship between the Parties is that of an independent contractor, and nothing herein shall be deemed to make Consultant a City employee. During the performance of this Agreement, Consultant and its officers, employees, and agents shall act in an independent capacity and shall not act as City officers or employees. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. The personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officials, officers, employees, agents or volunteers shall have control over the conduct of Consultant or any of its officers, employees, or agents, except as set forth in this Agreement. Consultant, its officers, employees or agents, shall not maintain a permanent office or fixed business location at City's offices. City shall have no voice in the selection, discharge, supervision, or control of Consultant's officers, employees, representatives or agents or in fixing their number, compensation, or hours of service. Consultant shall pay all wages, salaries, and other amounts due its employees in connection with the performance of Services under this Agreement and shall be responsible for all reports and obligations respecting them, including but not limited to social security income tax withholding, unemployment compensation, workers' compensation, and other similar matters. City shall not in any way or for any purpose be deemed to be a partner of Consultant in its business or otherwise a joint venturer or a member of any joint enterprise with Consultant.

B. Consultant shall not incur or have the power to incur any debt, obligation, or liability against City, or bind City in any manner.

C. No City benefits shall be available to Consultant, its officers, employees, or agents, in connection with the performance of any Work or Services under this Agreement.

Except for professional fees paid to Consultant as provided for in this Agreement, City shall not pay salaries, wages, or other compensation to Consultant for the performance of any Work or Services under this Agreement. City shall not be liable for compensation or indemnification to Consultant, its officers, employees, or agents, for injury or sickness arising out of performing any Work or Services hereunder. If for any reason any court or governmental agency determines that the City has financial obligations, other than pursuant to Section 2 and Subsection 1.8 herein, of any nature relating to salary, taxes, or benefits of Consultant's officers, employees, representatives, agents, or subconsultants or subcontractors, Consultant shall defend, indemnify, and hold harmless City from and against all such financial obligations.

4.5 PERS Eligibility Indemnification.

A. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing any Work or Services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employee Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the City.

B. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing any Work or Services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

5. INSURANCE

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

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

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

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

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

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

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

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

2. If the policy of insurance is written on a "claims-made" basis, the City may require that the policy be continued in full force and effect at all times during the term of this Agreement, and for a period of three (3) years from the date of the completion of the Work or Services provided hereunder. In the event of termination of the policy during this period, Consultant shall obtain continuing insurance coverage for the prior acts or omissions of Consultant during the course of performing the Work or Services under the terms of this

Agreement. The coverage shall be evidenced by either a new policy evidencing no gap in coverage, or by obtaining separate extended “tail” coverage with the present or new carrier or other insurance arrangements providing for complete coverage, either of which shall be subject to the written approval by the City.

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

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

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

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

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

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

3. Notice: The policy or policies of insurance required by this section for Commercial General Liability and Automobile Liability Insurance shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or modified, or reduced in coverage or in

limits, except after thirty (30) days prior written notice by First Class U.S. Mail, postage-prepaid, has been provided to the City. Notwithstanding the foregoing, if coverage is to be suspended, voided, or cancelled because of Consultant's failure to pay the insurance premium, the notice provided to City shall be by ten (10) days prior written notice.

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

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

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

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

5.8 Evidence of Coverage. Concurrently with the execution of the Agreement, Consultant shall deliver certificates of insurance together with original endorsements affecting each of the insurance policies required by this section. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for written approval. The certificates of insurance and original endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. Consultant shall promptly furnish, at City's request, copies of actual policies including all declaration pages, endorsements, exclusions and any other policy documents City requires to verify coverage.

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

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

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

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

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

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

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

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

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

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

6. **INDEMNIFICATION**

To the fullest extent permitted by law, Consultant shall defend (at Consultant's sole cost and expense with legal counsel reasonably acceptable to City), indemnify and hold the City, its elected and appointed officials, officers, employees, agents and volunteers, free and harmless from any and all claims, demands, orders, causes of action, costs, expenses, liabilities, losses, penalties, judgments, arbitration awards, settlements, damages or injuries of any kind, in law or in equity, including but not limited to property or persons, including wrongful death, (collectively "Claims") in any manner arising out of, pertaining to, related to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officers, directors, employees, subcontractors, consultants or agents, in connection with Consultant's performance under this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent that the Work or Services performed by Consultant are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit Consultant's indemnification obligation or other liability hereunder. Notwithstanding the foregoing, such obligation to defend, hold harmless, and indemnify the City, its elected and appointed officials, officers, employees, agents and volunteers, shall not apply to the extent that such Claims arise out of, pertain to, or are related to the City's sole or 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:

Ardurra Group, Inc., dba Anderson*Penna Partners
Attention: Lisa M. Penna, P.E., Managing Principal
3737 Birch Street, Suite 250
Newport Beach, California 92660
Telephone: (949) 922-2800
E-mail: lpenna@ardurra.com

10.3 Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior negotiations, arrangements, agreements, representations, and understandings, if any, made by or among the Parties with respect to the subject matter hereof. No amendments or other modifications of this Agreement shall be binding unless executed in writing by both Parties hereto, or their respective successors, assigns, or grantees.

10.4 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be determined to be invalid by a final judgment or decree of a court of competent jurisdiction, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of that provision, or the remaining provisions of this Agreement unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

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

10.6 Third Party Beneficiary. Nothing contained in this Agreement is intended to confer, nor shall this Agreement be construed as conferring, any rights, including, without limitation, any rights as a third-party beneficiary or otherwise, upon any entity or person not a party hereto.

10.7 Recitals. The above-referenced Recitals are hereby incorporated into the Agreement as though fully set forth herein and each Party acknowledges and agrees that such Party is bound, for purposes of this Agreement, by the same.

10.8. Corporate Authority. Each of the undersigned represents and warrants that (i) the Party for which he/she is executing this Agreement is duly authorized and existing, (ii) he/she is duly authorized to execute and deliver this Agreement on behalf of the Party for which he/she is signing, (iii) by so executing this Agreement, the Party for which he/she is signing is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the Party for which he/she is signing is bound.

10.9 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”). Consultant agrees to fully comply with all applicable federal and state labor laws (including, without limitation, if applicable, the Prevailing Wage Laws). It is agreed by the Parties that, in connection with the Work or Services provided pursuant to this Agreement, Consultant shall bear all risks of payment or non-payment of prevailing wages under California law, and Consultant hereby agrees to 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.

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

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have executed and entered into this Agreement as of the date first written above.

“CITY”
City of Laguna Hills,
 a California municipal corporation

 DON SEDGWICK,
 Mayor

ATTEST:

(SEAL)

 MELISSA AU-YEUNG,
 Deputy City Manager/ City Clerk

APPROVED AS TO FORM:

 GREGORY E. SIMONIAN,
 City Attorney

“CONSULTANT”
Ardurra Group, Inc., dba
Anderson*Penna Partners, a Florida
 corporation licensed to do business in the
 State of California

By: _____
 Lisa M. Penna, P.E.,
 Managing Principal

By: _____
 Cathy Cahill,
 Chief Financial Officer

EXHIBIT “A”

CONSULTANT’S PROPOSAL/ SCOPE OF WORK

DATED: May 29, 2019

SCOPE OF WORK FOR PROJECT

INCLUDING,

SCHEDULE OF PERFORMANCE

AND

SCHEDULE OF COMPENSATION/ FEES



dba



May 29, 2019

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

Subject: Proposal for On-call Civil Engineering, Project Management and Support Services

Dear Mr. Rosenfield,

AndersonPenna Partners (APP) is happy to announce that we are now part of Ardurra Group, Inc. (Ardurra) and represent the public works division of the firm. APP appreciates the opportunity to once again present our qualifications to the City of Laguna Hills (City) to help you meet the resource needs required to continue to deliver top notch capital improvements. We understand our services will be required on streets and sidewalks projects, water, sewer and stormwater projects and possibly plan check services. Offering the proven ability to serve local agencies, APP's public works practice specializes in the following disciplines: **Public Works Inspection, CIP Inspection, Construction Management, Engineering Plan Check, and Civil Engineering Design.**

By calling upon the APP team, the City will obtain access to resources such as the following:

- **A project team with extensive, directly relevant experience with municipal capital improvements.**
- **A firm specializing in public works and CIP inspection, project management, construction management, plan check and civil engineering design for municipal public works projects.** We serve several neighboring cities throughout Orange County including; Lake Forest, Laguna Woods, Laguna Beach, Seal Beach, Newport Beach, Rancho Santa Margarita, San Clemente and many others.
- **Attention to detail** with established, proven quality control practices.
- **Commitment to excellent customer service** through responsive staffing, strong communications and client feedback.
- **Excellent references** that can be found listed in our proposal.
- **Competitive billing rates.**

Should you have any questions or desire any additional information, please contact me at (949) 922-2800 or lpenna@ardurra.com.

Respectfully submitted,
 Ardurra Group, Inc. dba AndersonPenna Partners

Lisa M. Penna, PE, F.ASCE, QSD
 Managing Principal

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B. Company Data

Ardurra Group, Inc. dba AndersonPenna Partners

AndersonPenna Partners (APP) is happy to announce that we are now part of Ardurra Group, Inc. (Ardurra) and represent the public works division of the firm. This partnership expands our services, capabilities and resources, as well as our geographic reach. With 350+ employees in 21 offices across the country, Ardurra is a Top 500 Engineering News-Record (ENR)-ranked engineering firm offering quality professional services focused on seven key areas including: **public works**, water, environmental, land development, disaster management, structural engineering and survey. With roots dating back more than 65 years, Ardurra specializes in multi-disciplined engineering and consulting services for public agency and private clients nationwide.

PUBLIC WORKS: APP specializes in project delivery for local and regional public agencies and special districts throughout Southern California. With an emphasis on practical, proven and cost-effective solutions, our capabilities range from local agency public works improvements to major transportation and public building facilities projects, as well as managing multi-project capital improvement programs for public agencies. We are a California corporation that has been in business since 2005.

Our team of public works professionals provides civil engineering planning and design, construction oversight and inspection, project management, construction management, plan review and plan check services. Our clients range from several cities and counties to transportation agencies and special districts. We also provide staff augmentation for public works and planning departments and federal compliance for federally funded projects. Our public works staff is comprised of professionals with extensive experience working directly for public agencies. We have provided engineering and municipal services for 61 public agencies throughout Southern California. Our familiarity and know-how gained by working side-by-side with local and regional agency staff, in developing collaborative relationships with community and business stakeholders, and by partnering effectively with state and federal regulatory agencies, delivers successfully completed projects and services, well-managed budgets and thoroughly satisfied stakeholders and clients.

We tailor our management approach to carefully monitor program effectiveness and closely track work quality and cost. Delivering projects under aggressive schedules requires careful management, administration and oversight of project development teams from inception to completion with committed and complete ownership of all aspects.

A Summary of APP's Professional Public Works Services Includes:

Engineering - civil engineering design, hydrology/hydraulic studies, plan check and map checking.

Municipal - program management, project management, staff augmentation, plan check including review of development, telecom facilities and capital projects, grant administration and management consulting including analysis of operational procedures, organizational assessments, alternative service delivery, program consolidations to streamline municipal processes, improve service, and reduce costs.

Construction - program management, construction management, project management and inspection.

California Addresses:

- 3737 Birch Street, Suite 250
Newport Beach, CA 92660
- 1960 E. Grand Street, Ste. 300
El Segundo, CA 90245
- 100 W. Broadway
Long Beach, CA 90802
- 16801 Van Buren Boulevard
Riverside, CA 92504

Contractual/Engineering-Municipal Contact:

Stephen G. Badum, PE
Group Leader, Engineering and
Municipal Services
(949) 524-5198
sbadum@andpen.com

Construction Management and Inspection Contact:

Dino P. D'Emilia, PE, F.ASCE, QSD
Vice President, Construction
Services
(714) 458-0703
ddemilia@andpen.com

Type of Organization:

California Corporation

FEIN: 203110850

Year Founded: 2005

CA Employees: 58

Nationally: 350+

B. Company Data (continued)

- APP does not have any failures or refusals to report regarding contract completion.
- KC Engineering and Construction Holdings, LLC owns an interest of 10% or greater in the firm.
- APP does not have financial interest in other lines of business.
- APP has no litigation or adverse judgement history to report.

Comparable Contracts

On-call Permit Inspection Services, City of Laguna Hills, CA		
City of Laguna Hills 24035 El Toro Road Laguna Hills, CA 92653 Kenneth H. Rosenfield, PE (949)707-2655 krosenfield@ci.laguna-hills.ca.us	Services: Public Works Inspection Start: 7/1/2014 Complete: 6/30/19 Construction Cost: N/A Project Value: Approx. \$648,000	Gary Heinbuch – Project Manager Douglas Davidson – Permit Inspector
 APP is augmenting the work of City staff with permit inspection services for a variety of public facilities projects citywide. Permit inspections address such issues such as grading, public streets, right-of-way, utilities, traffic signals, storm drains, parks and landscaping. APP monitors and documents the progress of permit work as well as contractor compliance with applicable laws, standards, plans and specifications.		

State College Boulevard and La Palma Intersection Widening Improvement Project, City of Anaheim, CA		
City of Anaheim 200 S. Anaheim Boulevard Anaheim, CA 92807 Jose Cortez (714) 765-5039 JCortez@anaheim.net	Services: Inspection, Construction Management, Contract Administration Start: 12/2018 Complete: Ongoing Project Value: \$4.1 million	Dino D'Emilia, PE, F.ASCE, QSD – PIC Mark Verrengia, PE, CCM, QSP - CM Scott Neumann, CCM, QSP – Reference Don Wren, Jr. – Lead Inspector Dustin Blackwell – Documents Control/ Labor Compliance
 APP is providing the City with construction management, inspection and related services to widen the busy intersection of State College Boulevard at La Palma Avenue. The City launched the project to reduce congestion and increase public safety with a full slate of improvements, from adding lanes to resurfacing pavement and replacing sidewalks. The intersection will be widened with additional left-turn lanes in all directions. Updates will include a repaved road surface, raised medians, landscaping and irrigation. Related changes entail replacing sidewalks, curb and gutter; moving utilities; modifying traffic signals and many related upgrades. Daily, approximately 54,000 vehicles pass through the State College-La Palma intersection in northeast Anaheim, near the Riverside (91) and Orange (57) Freeways. On one corner sits a shopping center anchored by a large grocery store. Within a three-mile radius live more than 220,000 residents.		

Ocean Place Development Construction Phase Plan Check/Inspection, City of Seal Beach, CA

City of Seal Beach

211 Eighth Street
Seal Beach, CA 90740
Steve Myrter, PE, Dir. of Public Works
(562) 431-2527;
smyrter@sealbeachca.gov

**Services: CIP Inspection,
Engineering Plan Check**

Start: 09/2018 **Complete:** Ongoing

Project Value: \$350,000

Teresa Kelley, PE – Project
Manager/Lead Plan Checker
Anthony Guzman, QSP – Lead
Inspector

APP is providing plan checking and inspection for grading and construction of the road and utility infrastructure that will support Ocean Place, a neighborhood of 30 luxury homes in an environmentally-sensitive beachfront location. Services are focused on the grading and construction of street improvements, storm drains, domestic water and sanitary sewer lines. Of importance will be ensuring the use of storm water management best practices and compliance with the terms of a State coastal development permit. The project will include a 6.5-acre public park to be turned over to the City by the developer. Long known by Seal Beach locals as “the DPW Property,” the land was once the site of a Los Angeles Department of Public Works steam-generating plant, built in 1925. The plant was shut down in 1951 and demolished in 1967.

Firestone Boulevard Regional Corridor Capacity Enhancements Project, City Project No. 476-TRF, City of South Gate, CA

Biggs Cardosa Associates, Inc.

500 South Main Street, Suite 400
Orange, CA 92868-4507
Mazen Mneimneh, PE, Resident Eng.
(714) 550-4665
mmneimneh@biggscardosa.com

Services: CIP Inspection

Start: 01/2018 **Complete:** Ongoing

Project Value: \$15 million

Omar Alameddine, EIT – Lead
Inspector
Douglas Davidson – Supplemental
Inspector

As a subconsultant, APP is conducting construction inspections for the City of South Gate’s City \$5-million overhaul of three segments of Firestone Boulevard. The project will significantly increase Firestone’s traffic-handling capacity by adding a third lane in each direction.

From the project’s start, APP’s full-time inspector has monitored and proactively ensured the work complies with plans and specifications. Priorities include monitoring traffic control, storm water plan implementation and quality assurance.

The project includes repaving, concrete repair and installing landscaped medians. Other upgrades include new ADA-compliant ramps and new traffic loops. Repaving entails building a leveling course, then placing a rubberized hot mix asphalt cap. Plans call for re-stripping lane lines and illuminating crosswalks with small lights inset into the pavement.

The project will install a new traffic signal at Firestone and San Miguel Avenue; in addition, traffic signals will be synchronized to promote increased traffic flow. Traffic signal poles are being installed at six intersections.

The corridor’s appearance and functionality will be enhanced with new bus shelters, bike racks, trash receptacles and concrete benches.



Palm tree installation



Newly landscaped median

On-call Municipal Engineering Services, City of Lake Forest, CA



Client/Reference: **City of Lake Forest**
25550 Commercentre Drive, Suite 100
Lake Forest, CA 92630
Tom Wheeler, PE, Dir. PW/ City Engineer
(949) 461-3480; twheeler@lakeforestca.gov

Project Dates: Start: 2011 Complete: Ongoing (4/19/2020)

Services: **Public Works Inspection, CIP Inspection, Engineering Plan Check**

Team members: Dennis Jue, PE, TE – PM
Dino D'Emilia, PE, F.ASCE, QSD – CM
Gary Heinbuch – Inspections Manager
Teresa Kelley, PE – Plan Check Manager
Matt Reagan – Inspector Encroachment Permits

Senior Public Works Inspectors:
Pat Madsen – landscape
Keith Forbes – Improvement/Grading
John Dela Cruz – Subdivision Improve/ Grading
Chip Vanderbeek – Subdivision Improve/ Grading
Paul West – Subdivision Improvement/Grading

APP has a multi-year contract with the City Public Works Department to provide municipal engineering services. Tasks include reviewing land use applications, plan checking development grading and improvement plans, inspecting approved land development construction, inspecting approved work in the public right-of-way, public works encroachment permit inspection, capital improvement project design, construction management and inspection, water quality program management and providing additional staff on an as-needed basis.

Plan check of over 1,000 improvement plans since 2011 for development involving entitlement review; subdivision maps; hydrology and hydraulics reports; street improvement plans; grading plans; and water quality management plans. Turnaround time for plan checks is less than 10 working days for 91 percent of plan checks. All water and sewer services are handled by special districts, and the districts perform all plan checks. The City has a separate consultant under contract to perform traffic studies.

Public works construction inspection services for capital improvements include ADA-compliant ramps, street light installations, all encroachment permit projects (250 in 2016), grading, storm drains, wet and dry utilities, curb and gutter and sidewalk, retaining walls, roads **and all restoration projects within an encroachment permit.** At housing tracts, inspections include rough grading, precise grading, all infrastructure improvements, landscape improvements, park construction, and coordination with all dry and wet utility agencies.

Selected project accomplishments include:

- Inspection for six new development projects totaling over 4,000 residential units plus two commercial centers.
- Managing CIP projects such as the Lake Forest Sports Park grading and drainage project, Teed Street storm drain and annual sidewalk replacement.
- Staffing temporary vacancies for the positions of engineering services manager, water quality specialist, landscape inspector and engineering technician.

Capital Improvement Projects, City of Anaheim, CA

City of Anaheim

200 S. Anaheim Boulevard
Anaheim, CA 92807
Bill Grigsby, PE, QSD, Principal Civil Engineer
WGrigsby@anaheim.net
(714) 765-4922

Services: Project Management, Construction Management, Contract Administration

Start: 03/2017 **Complete:** Ongoing
Project Value: \$57.2 million

Dino D'Emilia, PE, F.ASCE, QSD – PIC
Scott Neumann, CCM, QSP – CM
Mark Verrengia, PE, CCM, QSP, LEED AP – Construction Manager
Don Wren, Jr. – Lead Inspector
Dustin Blackwell – Documents Control/ Labor Compliance

APP provides PM/CM services to oversee completion of more than \$57 million in capital improvement projects. Projects to date include the \$5.4-million Fire Station No. 5; Citywide Sanitary Sewer Improvement Program/Projects (CISSIPP), Group 6; La Palma Complex Reservoir Rehabilitation and Pump Station Replacement; Lincoln Avenue 16-inch water main from Beach Boulevard to Dale Avenue; and Underground Conversion Plan Projects.

The APP project manager's diverse expertise ensures successful delivery of structural, water/wastewater and utility undergrounding projects. Projects and services include the following:

State College Boulevard and La Palma Intersection Widening: APP will augment the City's staff with construction management, inspection and contract administration services.

Fire Station No. 5: APP provided contract administration and construction management for the \$5.4-million design-build construction of a 9,400-square-foot fire station on one acre. The station can house up to eight firefighters. Station design included parking, driveways, sidewalks, walls, fences, landscaping, water, sewer gas, telephone/cable and electrical utilities, transmissions lines and facilities. Project status: completed 08/2018.



APP CM Scott Neumann, CCM, QSP, far left, in front of then-emerging Fire Station No. 5.

Gene Autry Way Widening: Providing construction management for this \$6.8-million City of Anaheim project to widen and make significant related improvements to portions of the two arterials. The project, scheduled for 236 working days, is intended to make major strides in easing traffic congestion. Project status: completed 06/2019.

Citywide Sanitary Sewer Improvement Program/Projects, Group 6:

Provided contract administration and construction management for \$2-million project to build more than 4,200 linear feet of 24-inch, 18-inch, 15-inch and 10-inch vitrified clay pipe (VCP) sewer mainline. Project constructed 19 manholes, removing the existing mainline and manholes, rebuilding the street and installing new traffic loops, striping and pavement markers. Project status: completed 12/2017.

La Palma Water Complex - Reservoir Rehabilitation and Pump Station Replacement: Provided contract administration for \$9.3-million reservoir and pump station project. Managed demolition of 3-mg reservoir and pump station. Directed rehabilitation of 4-mg reservoir, construction of new pump station and abandonment of inactive well. Project status: completed 10/2018.

Lincoln Avenue 16-inch Water Main from Beach Boulevard to Dale Avenue: Provided contract administration for \$2-million project to construct more than 5,300 linear feet of 16-inch, 12-inch, 10-inch, 8-inch, 6-inch and 4-inch ductile iron pipe, 12 fire hydrants and more than 58,500 square feet of asphalt concrete paving. Project status: completed 06/2018

Various Public Works Design Projects, City of Anaheim, CA

City of Anaheim

Cesar Carrillo, Principal Civil Engineer
200 S. Anaheim Boulevard
Anaheim, CA 92807
(714) 765-5148
ccarrillo@anaheim.net

Services: Civil Engineering Design

Start: 06/10/14 **Complete:** Ongoing

Project Value: \$350,000

Matt Stepien, PE – Project Manager
Steve Badum, PE – QA/QC
Bob Merrell, PE – Drainage
Joe Buckner, PE, PLS – Project Eng.
Miguel Hurtado, PE – Design Eng.
Marcos Padilla, PE - WQMP

APP has provided engineering design services for various street design projects throughout the City of Anaheim since 2014.

Projects include but are not limited to the following: Lincoln Avenue Improvements; Tustin Avenue/La Palma Avenue Intersection Improvements; and La Palma Avenue and State College Boulevard Intersection.

Various Utility Design Projects – APP team members prepared the following water, sewer and electrical plans:

- 2,000 linear feet of parallel sewer main in Harbor Boulevard
- Base mapping and utility design for several undergrounding districts
- 700 linear feet of parallel water main in Tustin Avenue



On-call Civil Engineering – Street Design/Rehabilitation Projects, City of Long Beach, CA

City of Long Beach

Public Works Department
333 W. Ocean Boulevard
Long Beach, CA, 90802
Alvin Papa, PE, City Engineer
(562) 570-6386
Alvin.Papa@longbeach.gov

Services: Civil Engineering Design

Start: 2009 **Completed:** Ongoing

Project Value: \$15 million

Fee: \$10,000 to \$300,000

Matt Stepien, PE – Project Manager
Joe Buckner, PE, PLS – Project Engineer
Miguel Hurtado, PE – Design Engineer
Manuel Barrios – Roadway
Khalil Essayli - Design

As part of an on-call contract with the City of Long Beach, APP staff has prepared plans, specifications and cost estimates for more than \$15 million in improvements since 2009 and continues to work with the City. The projects encompass roadway, storm drain, parking lot improvements, traffic, lighting, and landscape improvements, design of more than 100 ADA-compliant curb and ramps and focused on many of the major roadways within the City. APP staff has consistently provided the City with well-designed projects facilitating smooth construction.

Recent projects include: Market Street Ped Improvements, (LA River to Cherry Avenue); Atlantic Avenue Pedestrian Enhancements; Atlantic Avenue/Claiborne Drive Bulb-out; Atherton Street and Magnolia Avenue Street Rehabilitation; and Alamitos Avenue Rehabilitation Improvements.



C. Resumes and Qualifications of Personnel

Due to the 30-page limit, we have provided a selection of brief 1/2-page resumes and 1-page resumes for our discipline managers. Full resumes from our entire organization chart will be provided upon request.

Dino D'Emilia, PE, F.ASCE, QSD Group Leader, Construction Services

Education: BS/1991/Civil Engineering, Northeastern University, Boston, MA
Registration: 1996/PE/CA #55453
Certifications: Qualified SWPPP Developer (QSD)/Qualified SWPPP Practitioner (QSP)
Years' Experience: 34

Dino P. D'Emilia, PE, F.ASCE, QSD is APP's Vice President of Construction Services. He brings extensive experience in project leadership, construction management and civil engineering. He has completed nearly \$1 billion in local agency public works projects in Southern California. He has overseen projects involving roads, bridges, drainage and flood control, recreational facilities, public buildings, police and fire services, parks, landscaping, utilities, highways, railroad and toll facilities.

RELEVANT EXPERIENCE

On-call Project Management/Construction Management/Inspection, Various Projects, City of Irvine. Principal-in-charge for on-call contract. Since 2010, APP has been providing the city with capital improvement-related construction inspection services, including assessment district and developer-related support.

Torrance Transit Park and Ride Regional Terminal, City of Torrance, CA. Construction manager for the \$21-million project to build a regional transit center facility. The multi-level terminal, with approximately 17,800 square feet of space, will be surrounded by berths for buses. Construction activities include building an access and circulation road, grading, and undergrounding utilities. Other project elements include paving, sidewalk, curb and gutter, striping, signage, landscaping and new or upgraded traffic signals.

Project Management/Construction Management/Inspection, Irvine Ranch Water District (IRWD), Irvine, CA. Principal-in-charge for multi-year contract to provide several full-time public works inspectors for capital improvement projects and developer improvements within the agency's service area.

Roundhouse Marine Studies Lab and Aquarium Project, City of Manhattan Beach, CA. Principal-in-charge and project manager for the \$3.5-million expansion and renewal of the City's registered historic landmark, the Roundhouse Aquarium on the Manhattan Beach Pier. Responsibilities include managing all aspects of the project, including relocating the aquarium's ocean creatures to temporary shelter during construction, then back to the completed facility.

Girl Scouts of Orange County Leadership Center, Newport Beach, CA. Project manager for construction of this \$4.7-million, 4,100-square-foot LEED Silver facility with a 2,000-square-foot patio at Marina Park on oceanfront property. The project includes construction of a new building, site utilities and improvements, including hardscape, landscape and irrigation.

On-call Construction Management Services for Various Capital Improvement Projects, City of Santa Monica, CA. Principal-in-charge for three-year contract to provide as-needed construction management services for capital improvements involving streets and resurfacing, underground utilities and storm drains.

On-call Public Works Construction Management and Inspection Contract, City of Long Beach, CA. Project manager for three-year, \$3-million contract for as-needed construction management, public works inspection and deputy inspection for capital improvements.

Tidelands and Public Works Capital Programs, On-call Program Management, City of Long Beach, CA. Principal-in-charge for this \$4-million project management services contract. Due to a heavy staff workload, the city sought project management support to finish a variety of improvements.

Stephen G. Badum, PE

Group Leader, Municipal and Engineering Services

Education:

MPA/1997/Public Administration, California State University, Long Beach
BS/1980/Civil Engineering/ University of Massachusetts, Amherst

Registration:

1983/PE/Civil/CA # C36106

Years' Experience:

37

Stephen (Steve) G. Badum, PE, brings extensive experience in public administration and engineering. His experience includes public works administration and management; engineering planning and design. He has overseen general public works maintenance and operations, water and sewer maintenance and operations. Steve has provided and overseen construction administration, inspection and resident engineering. Additional experience includes land development design, plan check, subdivision and environmental processing and consultant procurement and management.

RELEVANT EXPERIENCE

City Engineering and Project Management Services, City of Signal Hill, CA. Providing city engineering and project management services within the Public Works Department on a temporary basis during recruitment of a permanent public works director. This temporary position oversees departmental activities and supports programs that enable the community to continue to function during the recruitment process. This temporary assignment works under the direction of and provides administrative assistance to the city manager. Another key responsibility is to ensure the ongoing implementation of the City's capital improvement program during the recruitment process and transition to the new director.

Public Works Engineering Bureau Staff Liaison, City of Long Beach, CA. Public Works staff liaison preparing a study to address organizational, operational and staffing issues for the improvement of the City's development services program. Responsible for facilitating project processing and assisting in the implementation of the study's findings for development clients in the City. The goal is to most effectively support the City's vision of sustainable development and redevelopment.

Assistant City Manager, City of Newport Beach, CA.* Oversaw the Public Works, Community Development and Municipal Operations departments. Assisted City Manager in developing the City budget, policy, programs and strategic planning. Worked with City Council members, commissioners, committee members and community members to address and resolve community problems and issues in dynamic environment. Oversaw special projects, such as construction of the Civic Center and Park. Provided organizational analysis and development for the City administration and programs.

Public Works Director, City of Newport Beach, CA.* Administered the City's Public Works Department, including the Engineering, Transportation and Development Services and Harbor Resources Divisions. Coordinated and prepared annual Department budget of more than \$5 million and capital improvement program of more than \$60 million. Oversaw grant development and personnel issues. Reviewed, investigated and resolved City Council and citizen issues. Other duties included: regularly attending and presenting items to the City Council, commissions and subcommittees and community groups. Coordinated and worked with outside agencies, such as Caltrans, FEMA, Orange County Transportation Authority, County of Orange, Orange County Flood Control, Orange County Sanitation District, Orange County Water District and neighboring cities. Projects included: Oasis Senior Center, a \$15-million project; Marina Park, a \$20-million, 12-acre park project; Sunset Ridge Park, a 15-acre ocean-view park with a variety of recreational facilities.

Director of Public Works/City Engineer, City of Seal Beach, CA.* Oversaw Public Works Department, including budget administration, capital improvement program, traffic signal engineering, transportation and development services, general maintenance and operations, water and sewer maintenance and operations. Oversaw grant development and implementation, resolution of personnel issues and reviewed, investigated and resolved City Council and citizen issues.

**Work performed prior to joining APP.*

Gary Heinbuch

Inspection Services Manager

Education:

BA/Industrial Arts/California State University, Long Beach

Registrations:

Licensed Contractor/CA #633640 (inactive)

Professional Affiliations:

Construction Management Association of America

Years of Experience

Entered the profession in 1977

Gary Heinbuch, APP's manager of inspection services, has 40 years of construction management, construction administration, and inspection experience associated with public works, roadway, landscaping, recreational and building facility projects throughout Southern California. He has managed construction projects totaling more than \$600 million. Gary is very knowledgeable about federal, state and local codes and standards such as Caltrans, ICC, ADA and OSHA safety requirements.

RELEVANT EXPERIENCE

Building/Safety and Engineering and Inspection, On-call Architecture/Engineering Services Contract, Orange County Development Services, CA. Inspections manager for three-year, as-needed engineering inspection and plan check review services contract. Inspection services address both public and private construction projects, such as building, grading and infrastructure. The work also involves building and safety plan reviews and approved plans and issued permits. Inspections involve all phases of vertical and horizontal construction projects, including residential, commercial, and industrial.

On-call Building Inspection Services, Los Angeles County Department of Public Works (LACDPW), Los Angeles County, CA. Inspections manager overseeing building inspections performed under \$3-million contract. Manages field personnel inspecting more than 60 projects, including parks, sheriff's stations, detention facilities, courthouses, beach structures, parking lots and four new fire stations in Santa Clarita.

On-call Building Inspection, County of San Diego, CA. Inspections manager overseeing building inspection contract. Inspections involve reviewing structures for completeness and correctness of commercial and residential building design, as defined by the approved set of plans. Inspectors provide support services to the County's Department of Planning and Development Services.

On-call Inspection Services, City of Lake Forest, CA. Inspections manager overseeing multi-year contract with the City to provide inspection for construction for CIP projects citywide. Work includes inspection for ADA ramps, street lighting installations, all encroachment permit projects, grading, storm drain, wet and dry utilities, curb and gutter projects, sidewalk projects and all restoration projects within an encroachment permit.

On-call Public Works Inspection, City of Irvine, CA. Inspections manager overseeing a three-year, \$3-million contract for developer- and City-constructed improvements in Irvine.

On-call Public Works/CIP Inspection, Irvine Ranch Water District (IRWD), City of Irvine, CA. Inspections manager for this \$1.2-million multi-year contract with IRWD to provide public works inspection for capital improvement projects and developer improvements within the IRWD territory. Currently two inspectors are assisting IRWD full time and inspecting a wide range of improvements including the installation of new water mains up to 12 inches, lowering of water mains, service connections, house line connections, fire services, water quality testing, street resurfacing, potable water wells and recycled water wells for multiple master planned communities. Provided inspection oversight for Wells 107, 110 and 115 involving extensive use of Baker tanks.

On-call Public Works Inspection Services, City of Tustin, CA. Inspections manager for infrastructure projects such as grading, streets, curb and gutter, ADA ramps, storm drain, bike paths, storm water, and sewer projects.

Teresa Kelley, PE

Engineering Plan Check Manager

Education: BS/1982/Civil Engineering, Michigan Technological University

Registration: 1985/PE/Civil/CA #39532

Years' Experience: Entered the profession in 1982

Teresa Kelley, PE has more than 30 years of engineering and project management experience. Teresa has been responsible for coordinating with multiple stakeholders, preparing and processing plan checks, schedules, constructability reviews, PS&E documents, RFPs, RFIs, addendums, change orders, staff reports, bid evaluations, permits and invoices.

City of Lake Forest, CA. Lead plan check reviewer for a multi-year contract with the City to provide services for review of land use development applications and plan check reviews for proposed developments. Project plan check reviews for development of the City's Opportunity Studies Area (OSA), which is comprised of five developments totaling over 3,800 housing units, include rough grading; precise grading; street and storm drain improvements; park development; street improvements, hydrology and hydraulics reports and WQMPs. In addition, assist the City with preparation of updating standardized plan check criteria for grading, hydrology and hydraulic reports, WQMP's, street and storm drain submittals; and implementation of electronic plan check submittal and review procedures.

City of Lake Forest, CA. Lead plan check reviewer and PS&E constructability reviewer for the City's \$50-million Civic Center. The project includes multiple plan checks and multiple PS&E packages. The plan check reviews include, hydrology and hydraulics reports, WQMPs, rough grading, precise grading, erosion control plans, MSE walls, landscaping and irrigation and street, utility and storm drain improvements. The PS&E constructability review packages include the rough grading and MSE wall phase; street, storm drain and utilities phase; restoration, landscaping and irrigation phase; striping, signal and lighting phase; and building pad precise grading, drainage, parking lot and utility phase.

City of Tustin, CA. Plan check manager and reviewer providing plan check reviews for proposed developments that included reviews of the hydrology and hydraulic analyses, grading plans, street plans, traffic striping and signing, street lighting, signal plans, storm drain plans, utility plans, landscaping and planting, WQMP, sewer and water plans. In addition, assisting the City with updating and preparing standardized plan check criteria for grading, hydrology and hydraulic reports, WQMPs, street and storm drain submittals.

City of Seal Beach, CA. Plan check manager and reviewer providing plan check review for a 30-unit development and park that includes review of the hydrology and hydraulic analysis, grading plans, street plans, traffic striping and signing, street lighting, signal plans, storm drain plans, utility plans, landscaping and planting, WQMP, sewer and water plans. This project is in an environmentally sensitive area and required California Coastal Commission approval which requires close scrutiny to ensure conditions of the Commission's approval are adhered to.

City of Rancho Santa Margarita, CA. Interim contract assistant city engineer responsible for overseeing engineering functions including engineering **plan checking** for capital improvement projects, public works and traffic engineering for the last fiscal year quarter. In this role, managed ten capital improvement projects requiring advertisement and award deadlines by the end of the fiscal year. Responsible for four construction contracts' pre-bid conferences, bid evaluations, contractor reference reviews, pre-construction meetings, processing construction change orders, RFIs and payment approvals. Also responsible for City Council staff reports and RFPs.

Shoreline Drive Design and Construction, City of Long Beach, CA. Project manager responsible for the design and construction phases of street, bicycle, pedestrian, ADA ramp and signal improvements. The project improvement costs are \$600,000. The project involves coordination with City Council staff, City's Special Events office, Coastal Commission, and a historic 136-unit condominium building. Responsible for the management of the contract and addendums for the consultant preparing the plans. Other responsibilities include environmental documentation, scheduling, budgeting, City Council staff reports, plan checks, preparation of specifications and advertising documents, advertising, evaluating bids, conducting contractor reference checks, addendums, RFIs, WPCP review, submittal reviews, change orders, and construction management.

Matt Stepien, PE**Civil Engineering Design Manager****Education:**

BS/1979/Civil Engineering/California Polytechnic University, Pomona

Registration:

1982/ PE/ CA #35500

Years' Experience:

Entered the profession in 1980

Registered Civil Engineer Matt Stepien, PE brings decades of civil engineering experience with the design and management of municipal roadway and infrastructure improvement projects. Matt has substantial project experience with Los Angeles County cities, including Downey, Long Beach, Santa Fe Springs, Palos Verdes Estates, and unincorporated Los Angeles County. Since 2009, Matt has led on-call civil engineering efforts for the Cities of Long Beach and Downey, overseeing more than ten miles of roadway rehabilitation projects in Long Beach and four miles of roadway widening and rehabilitation in Downey. He is a leader in the private engineering sector for pavement recycling.

RELEVANT EXPERIENCE

Lincoln Avenue Widening Design, City of Anaheim, CA. Project manager providing engineering design for project to widen 3,000 feet of Lincoln Avenue from East Street to Evergreen Street. Design work includes median, street, traffic, storm drain, landscape and private property improvements. Other work includes preparing an alignment and traffic studies, legal descriptions and Water Quality Management Plan.

Seaside Way and Lew Davis Storm Drain, City of Long Beach, CA. Project manager for preparation of storm drain construction documents for new storm drain in Lew Davis Street. Per records, the existing storm drain in Clark Street is significantly undersized, causing flooding. As a solution, the flow on Lew Davis will be conveyed to a new storm drain which will outlet to Heather Channel.

I-605 Arterial Hotspots, Los Angeles County Metropolitan Transportation Authority (LA Metro), La Mirada and Santa Fe Springs, CA. Project manager overseeing engineering services to complete PS&E for two intersection improvement projects led by LA Metro, in collaboration with the Cities of La Mirada and Santa Fe Springs. The improvements involve two Valley View Avenue locations, one at Alondra Boulevard, the other at Rosecrans Avenue.

On-call Engineering Services, City of Downey, CA. Project manager for preparing PS&E for more than \$20 million in improvements under this on-call contract. Projects include roadway, storm drain, parking lot, traffic, lighting, landscape and private property improvements. Projects to date include:

- **Firestone Boulevard Median Project, City of Downey, CA.** Project engineer for raised median islands, entry monument sign, street rehabilitation and water facilities improvements on Firestone Boulevard between Old River School Road and West City Limits. Work includes preparation of traffic study, complete plans, PS&E for the proposed improvements, providing the bidding document and construction support.
- **Brookshire Avenue Pavement Rehabilitation, City of Downey, CA.** Project engineer assisting the project engineer on the road rehabilitation project. The project included rehabilitation of the street to a new centerline profile while utilizing the existing curb and gutter location and elevation.
- **Richmond Street Arterial Improvements, City of El Segundo, CA.** Project manager providing engineering for downtown area arterial improvements involving 1,600 linear feet with 60 feet of street and sidewalk width. Resolved a key issue, an acute downtown parking problem, by engaging community in outreach meetings and creating street, sidewalk and parking design solutions.
- **On-call Civil Engineering, City of Long Beach, CA.** Project manager for the preparation of PS&E for more than \$15 million in improvements since 2009.

Douglas Davidson Inspector

Education: AA/Architectural Design/Cerritos College, Cerritos, CA
U.S. Air Force, Sheppard AFB/Training in Drafting, Surveying and Inspection

Certifications: 40-Hour OSHA HazWoper

Years' Experience: Entered the profession in 1970

Doug Davidson is highly proficient in administrating the design, construction and/or rehabilitation of various types of projects, including public facilities, public rights-of-way, neighborhood parks and community park improvements, both as a public agency employee and a consultant. He has outstanding communications skills, both written and verbal, and the ability to quickly establish a working rapport with co-workers, consultants and the public.

Selected Projects: Permit Inspection Services, City of Laguna Hills; Moulton Niguel Water District (MNWD), Laguna Hills; Rehabilitation, Resurfacing and Median Improvements of Brookhurst Street from Slater Avenue to Warner Avenue, City of Fountain Valley, CA.

Tony Plante Inspector

Education: Mt. San Antonio College, Walnut, CA

Years' Experience: Entered the profession in 1980

Tony Plante brings in-depth experience in inspecting and managing public works construction and maintenance projects. He is adept at attaining contractor compliance with plans and specifications and performing contract administration. Tony has the interpersonal skills necessary to meet the challenges encountered in a public works environment.

Selected Projects: On-Call Public Works Inspection, Trabuco/Monroe Intersection Improvements, City of Irvine; Yorba Linda Boulevard Street Rehabilitation, City of Yorba Linda

Paul West Inspector

Certifications: ICC Reinforced Concrete Certification – in progress;
Level III Quality Control Inspector Certification, Precast/Pre-stressed Concrete Institute
Grade I Field Technician, American Concrete Institute (ACI)
Level I Laboratory Testing Technician, ACI
Strength Testing Technician, ACI
Aggregate Testing Technician, ACI
Testing Method Certifications, Caltrans

Years' Experience: Entered the profession in 2000

Paul West brings more than 17 years of experience in various phases of roadway inspections and materials testing. Paul's extensive knowledge of roadway construction materials and methods include but are not limited to excavation, soil composition, reinforcing steel, concrete, precast/pre-stressed concrete, rapid set concrete and asphalt. Paul has multiple certifications and thousands of hours of on-site inspection experience at construction projects throughout Southern California.

Selected Projects: On-call Public Works Inspection Contract, City of Burbank, CA; I-91 Freeway Project, City of Corona, CA.*

**Work performed prior to joining APP.*

Anthony Guzman, QSP Inspector

Certifications: OSHA 10-Hour, Asphalt Paving Removal and Replacement, Concrete Removal and Replacement, Traffic Control, Concrete Removal and Replacement, Confined Space Entry, Welding

Years' Experience: Entered the profession in 2006

Anthony Guzman is a senior inspector with more than 29 industrial certifications. Over the last 10 years, Anthony has inspected work on projects involving roads, bridge construction, sewer rehabilitation and major freeway expansions. He has supervised work on several Caltrans projects, working with state and federal inspectors to ensure compliance with federal compliance requirements as well as OSHA regulations. Areas of expertise include road construction, underground structures, concrete, traffic control and conformance to plans and specifications.

Selected Projects: Citywide Public Works Inspection, City of Burbank, CA; Crenshaw Boulevard Rehabilitation, City of Torrance, CA

Christian Ott Inspector

Years' Experience: Entered the profession in 2000

Christian Ott is an experienced construction inspector who has supported multiple capital improvement projects. His project background includes asphalt overlay, removal and reconstruction, concrete construction, storm drain rehabilitation and construction, sewer line and water line construction and rehabilitation, traffic system improvements and the adjustment of above-ground utility appurtenances. He has worked on projects for several public agencies.

Christian is well-versed in the Standard Specifications for Public Works Construction ("Green Book") and Caltrans Standards and Specifications. His expertise includes OSHA safety requirements, "Work Area Traffic Control Handbook" (WATCH) requirements Caltrans Test Methods 375, 231, 125 and 216.

Selected Projects: Capital Improvement Projects, City of Anaheim; Residential Streets Rehabilitation Project, FY 2015-16, Area 6, City of Rancho Palos Verdes, CA; Water Line Installation, City of Pomona, CA

John Dela Cruz, QSP Inspector

Education: Saddleback College, Mission Viejo; Rancho Santiago College, Santa Ana; Harbor College, Harbor City

Registration: State of California General Building License #B862560

Certifications: Certified Erosion, Sediment and Storm Water Inspector (CESSWI) #4694
Qualified SWPPP Practitioner (QSP) # 25924

Asbestos Hazard Emergency Response Act (AHERA) Certified Building Inspector #02121
EPA/AHERA Asbestos Abatement Contract Supervisor #AACS-817-95

Years' Experience: Entered the profession in 1976

John Dela Cruz, QSP has extensive experience with daily field inspection. His project background includes roadways, highways, bridges and retaining walls. John has a thorough knowledge of Caltrans standard specifications, the Greenbook, the Caltrans construction manual, building codes and OSHA safety orders. Areas of expertise include electrical, plumbing and HVAC systems.

Selected Projects: Portola Center, On-call Municipal Engineering Services, City of Lake Forest, CA; Harbor Boulevard Rehabilitation, City of Santa Ana, CA; Annual Street Projects, City of Long Beach, CA

Brian Briones

Inspector

Education: 2011/Liberal Arts Coursework/Coastline Community College, Fountain Valley, CA

Certifications: 40-Hour OSHA Hazardous Waste Site Operations
Eight-Hour OSHA Confined Space
Troxler Labs nuclear gauge, hazmat safety certifications
Troxler Labs compaction and density testing

Years' Experience: Entered the profession in 2005

Brian Briones supports projects through construction inspection, documents control, QA/QC, change order and RFI processing. He has inspected projects involving slurry seal, grading, pavement repair and storm drain construction. He is very familiar with compliance requirements of federal and Caltrans funding, the Federal Highway Administration (FHWA) Standard Plans, and Standard Special Provisions for Public Works Construction. He brings strong expertise in ensuring compliance with state and federal prevailing wage laws and auditing certified payroll reports.

Selected Projects: Strand Stairs Rehabilitation Project (Federal Project No. HPLUL 5212 (013), City of Manhattan Beach; Carson Street Masterplan Implementation, City of Carson

Mark Sanchez

Inspector

Education: Chaffey Junior College, Rancho Cucamonga, CA

Certifications: ACI/Concrete Field-testing Technician #00163572
10-Hour Construction OSHA Safety

Years' Experience: Entered the profession in 2000

Mark Sanchez is highly skilled at performing construction oversight of pump stations, water infrastructure, wastewater treatment plants, sanitary sewer systems and roadway projects. His water project experience ranges from construction oversight of transmission mains/pipes, water treatment plants, well-drilling and equipping, reservoirs and overseeing construction of basin channeling for storm water runoff.

Selected Projects: On-call Construction Observation Services, Irvine Ranch Water District (IRWD), Orange County, CA; Relocation of 30-inch Eastern Transmission Line, Moulton Niguel Water District and City of San Juan Capistrano

Gary Lozonne

Inspector - Water

Years' Experience: Entered the profession in 1987

Gary Lozonne brings extensive experience in the installation of water, sewer and storm drain pipelines. He specializes in all types of water distribution as well as fire protection systems, including pressure-reducing stations, valve vaults and pipeline cathodic protection. Gary's experience includes both gravity/force main systems and pump stations.

Orchard Hills Master-Planned Community, Irvine Ranch Water District (IRWD), Irvine, CA. Inspector for installation of new domestic and recycled water mains and sewer mains from pre-construction meeting to final acceptance. Inspecting installation of new water transmission mains for domestic and recycled water systems containing new pipelines up to 36 inches in diameter. Inspected water main lowering, service connections, fire services and water quality testing for multiple master-planned communities of 1,500 housing units. Ensuring accuracy of survey and staking for line and grade and contractor compliance with IRWD specifications. Working with geotechnical and soils engineers to ensure proper compaction in trenches. Obtaining water quality samples for testing prior to the final tie-ins of new lines to existing water systems. Working with contractor to ensure that all final project work is performed to IRWD satisfaction.

Santa Ana Heights/Costa Mesa Water Improvement Project, IRWD, Irvine, CA. Inspector for this one-year project to replace an aging water system. Inspected installation of new 12-inch PVC main line, hydrants and services throughout a large service area. The project required constant contact and coordination with residents and business owners.

John Wolitarsky

Construction Manager

Education:

BS/1986/Business Administration/ University of Southern California, Los Angeles, CA

Years' Experience:

Entered the profession in 1986

Offering an exceptional understanding of municipal capital improvements, John Wolitarsky has delivered critical and complex public infrastructure projects for dozens of Southern California cities. John has an extensive background in managing the replacement of aging public facilities and construction of capital improvements. In addition to John's core project and construction management proficiencies in scheduling, financial management and multi-party coordination, he has a strong track record in obtaining and administering project funding.

RELEVANT EXPERIENCE

Edinger Avenue and Harbor Boulevard Rehabilitation and Resurfacing, City of Fountain Valley, CA. Construction manager providing overall direction for this \$3.2-million federally funded capital improvement project. Performs daily coordination with contractor, City staff and the consulting inspector on all construction activities. Ensures compliance with all federal requirements and maintains records to safeguard federal funding. Reports to the City's Deputy Public Works Director on all project-related construction activities. Negotiates change orders, reviews daily inspection reports and prepares invoicing for submission to Caltrans for reimbursement. This project is on track to be completed within the allotted timeframe and budget.

2017 Sanitary Sewer Facilities Rehabilitation Project, No. 50150, City of Redondo Beach, CA. Project manager for \$3.3-million project to replace 6,000 linear feet (1.13 miles) of sewer mainline and laterals. In use for decades, the City's targeted vitrified clay pipe (VCP) mainline, service laterals and manholes had outlasted their depreciable lifespan and were in dire need of replacement. The project took about five months and affected both residential and busy arterial streets. To ensure a smooth process, APP's primary services centered on traffic control, (especially for work which affected Pacific Coast Highway), public relations, public safety, utility coordination as well as ensuring that all work conformed to the project plans and specifications.

Mark Verrengia, PE, CCM, QSP, LEED AP

Construction Manager

Education:

BS/2000/Civil Engineering/California State Polytechnic University, Pomona

Registration:

2003/PE/Civil/CA #64342

Certifications:

Certified Construction Manager (CCM), Construction Management Association of America (CMAA) #5758

2009/LEED Accredited Professional (LEED AP)/U.S. Green Building Council OSHA 30-Hour

Years' Experience:

Entered the profession in 1996

Mark has 23 years of experience in the design, survey and construction management of a wide variety of transportation and public works projects. For the last five years, Mark has been managing grade separation projects and bringing his field engineering and partnering approach to the role of resident engineer.

State College Boulevard and La Palma Intersection Widening/ Improvements Project, City of Anaheim, CA.

Construction manager for \$2.9 million of improvements to a busy intersection near the 57 and 91 Freeways. Over about four months, the intersection will be widened with additional left-turn lanes in all directions. Updates will include a repaved road surface, raised medians, landscaping and irrigation.

3rd and Broadway Cycle Track Project, City of Long Beach, CA. Construction manager for this project to relocate a protected bicycle lane (also known as a cycle track or physically separated bike lane) in downtown Long Beach.

Augmenting staff of City's Construction Services Division. Serves as the City's designated point of communication about the project. Conducts all meetings, monitors project's alignment with budget and schedule. Reviews, approves contractor's invoices for payment.

Scott Neumann, CCM, QSP Construction Manager/Senior Construction Inspector

Education: BS/2002/Accounting/State University of New York at Binghamton; Inspector Training and Certification Program (ITCP) for the Inspection of Cured-in-Place-Pipe (CIPP) Installations, Center for Underground Infrastructure Research and Education (CUIRE)

Certifications: Certified Construction Manager (CCM), #4646
Qualified SWPPP Practitioner (QSP), #22268

Years' Experience: Entered the profession in 2002

Scott Neumann, CCM, QSP is a results-focused, financially astute construction management professional with more than 13 years of experience providing strategic direction and tactical support for major public works construction projects. He has proven success in defining, managing and delivering complex projects on time and within budget. His experience includes successful completion of private and public works projects with a total value exceeding \$60 million.

RELEVANT EXPERIENCE

Capital Improvement Projects, City of Anaheim, CA. Construction manager augmenting Public Works Department staff on interim basis to expedite completion of capital improvement projects. Currently overseeing \$57.2 million in projects, including the following:

- **Fire Station No. 5, 2540 E. La Palma Ave.:** Construction manager and contract administrator for \$5.4-million design-build project creating 9,400-square-foot fire station on one acre. The station will house up to eight firefighters.
- **Citywide Sanitary Sewer Improvement Program/Projects (CISSIPP) Group 6:** Construction manager and contract administrator directing \$2-million project to build more than 4,200 linear feet of 24-inch, 18-inch, 15-inch and 10-inch vitrified clay pipe (VCP) sewer mainline.
- **Lincoln Avenue 16-inch Water Main from Beach Boulevard to Dale Avenue:** Contract administrator leading \$2-million project to construct more than 5,300 linear feet of 16-inch, 12-inch, 10-inch, 8-inch, 6-inch and 4-inch ductile iron pipe, 12 fire hydrants and more than 58,500 square feet of asphalt concrete paving.

Joseph Stoakley, PE, QSD Construction Manager

Education: BS/2006/Civil Engineering, Loyola Marymount University, Los Angeles
Caltrans Resident Engineer Academy, 2011

Registration: 2014/PE/CA # C83184

Certification: Qualified SWPPP Developer (QSD)

Years' Experience: Entered the profession in 2004

With expertise in quality assurance and sustainability, Joe Stoakley, PE, QSD is a respected construction manager, inspector and resident engineer for major municipal road and water infrastructure projects. Among Joe's projects are the City of Carson's \$19-million Carson Street masterplan implementation, the City of Long Beach Belmont Pool reconstruction and the City of Torrance Crenshaw Boulevard rehabilitation. He leverages his strengths in resolving technical issues and facilitating coordination between public agencies, contractors, utilities and subconsultants.

Mission Road Rehabilitation, City of Alhambra, CA. Construction manager for \$3.5-million project to make major improvements to Mission Road, a key arterial in Alhambra. Duties have included facilitating preconstruction meeting and reviewing plans, the contractor's baseline schedule, submittals and requests for information.

Carson Street Masterplan Implementation, City of Carson, CA. Construction manager for challenging, high-profile \$19-million street revitalization of 1.75-mile section of Carson Street, a gateway to city. Improvements included wider sidewalks, public art, bicycle parking, pavement rehabilitation, new seating, landscaping and street lights.

Omar Alameddine, EIT

Construction Manager/Senior Construction Inspector

Education:

BS/2009/Civil Engineering/California State Polytechnic University, Pomona

Registration:

EIT/#151070

Years' Experience:

Entered the profession in 2006

Omar Alameddine, EIT, brings more than 10 years of experience in managing and inspecting road, highway, bridge and drainage construction. Omar has also helped streamline the completion of projects that have extended the lifespan of residential streets. He has worked to build, rehabilitate and extend roads and freeways throughout Los Angeles County and as far north as Kern County. Project owners have included Caltrans, the Los Angeles County Department of Public Works (LACDPW) and many city governments. Omar holds a thorough knowledge of Caltrans and "Greenbook" compliance standards.

Signal Hill Dog Park, City of Signal Hill, CA. Construction manager overseeing team building new park for area dogs and their owners. Working directly with the City's inspector and public works director. Provides public relations in the field, ensures quality of work performed. Participates in progress meetings and ensures safe conditions and compliance with plans and specifications. Project is being constructed south of I-405 Freeway between Atlantic and Orange avenues. Improvements will include new artificial turf, landscaping, a parking lot and sidewalks.

Strand Stairs Rehabilitation, City of Manhattan Beach, CA. Assistant construction manager/inspector for \$1.7-million project to renew or replace several concrete staircases connecting the Strand, the city's showpiece oceanfront walkway on a bluff, to the beach below. APP is providing comprehensive construction management, inspection, federal funding administration, contract labor compliance and materials and soil testing services.

Dustin Blackwell

Project Controls

Education:

BS/2010/Aerospace Engineering/California State Polytechnic University, San Luis Obispo

Certificate:

2015/Systems Integration Engineering/CA State Polytechnic University, San Luis Obispo

Years of Experience:

Entered the profession in 2011

Dustin Blackwell is a project controls and documents control specialist who has produced timely and accurate documentation for a variety of municipal public works and capital improvements. Dustin produces, processes and archives construction documents related to cost estimates, project progress, payroll management, change orders and requests for information.

Harrison Greenberg Foundation Roundhouse Beautification Project, City of Manhattan Beach, CA. Document controls specialist for the \$2.5-million expansion and renewal of the City's registered historic landmark, the Roundhouse Aquarium on the Manhattan Beach Pier. Processed and managed project documents. Helped prepare a successful application for a Coastal Development Permit from the California Coastal Commission. The project received a 2019 Merit Award from the California Chapter of the American Council of Engineering Companies (ACEC). In May 2019, Los Angeles television station KTLA5 introduced its evening news viewers to the renewed aquarium in a multi-segment series. (2017-12/2018)

Hermosa Avenue Rehabilitation, City of Hermosa Beach, CA. Project controls engineer for the \$2-million restoration of a local roadway in a highly congested area. APP is providing construction management and inspection to renew one mile of the busy beach-close roadway. (07/2018-03/2019)

Euclid Street Rehabilitation and Resurfacing (Project No. TI-271), City of Fountain Valley, CA. Documents control/project controls specialist for improvements to a busy arterial, Euclid Street, between Slater and Warner Avenues. Key duties on the \$1-million project include processing requests for information, certified payrolls and any change order requests as well as preparing contractor payment applications for City approval. (06/2018-09/2018)

Mission Road Rehabilitation, City of Alhambra, CA. Office engineer for a \$3.5-million project to make major improvements to Mission Road, a key arterial in Alhambra. Tasks included reviewing and preparing requests for information and submittals and documenting employee interviews to ensure labor compliance. (11/2017-11/2018)

Haitham Ali, EIT

Project/Document/Controls Specialist

Education:

2018/BS/Civil Engineering/California State University, Northridge (CSUN)

Registrations:

2018/Engineer-in-Training (EIT)/CA #164361

Professional Affiliations:

American Society of Civil Engineers (ASCE)

Earthquake Engineering Research Institute, CSUN Chapter, Cofounder/Vice President

Second Place/2017 Concrete Sports Design Project Team/ASCE Pacific Southwest Conference

Entered the profession in 2017

Years of Experience

Haitham Ali, EIT, is a project and document controls specialist who supports the successful completion of public works projects. He is currently a contract administrator for the \$21-million construction of the Torrance Transit Park and Ride Regional Terminal for the City of Torrance. A recent graduate in civil engineering, Haitham's college career was highlighted by work on several public works projects for the City of South Pasadena and Los Angeles County Department of Public Works. Interested in structural seismic resilience, Haitham cofounded a campus chapter of the Earthquake Engineering Research Institute.

RELEVANT EXPERIENCE

Torrance Transit Park and Ride Regional Terminal, City of Torrance, CA. Contract administrator for a \$21-million project to construct a central terminal for the City's 11-bus route agency, Torrance Transit. Monitors the compliance of work performed with project specifications. Reviews pay applications and certified payroll. Studies soils testing results, shop drawings and materials samples. Prepares responses to RFI and reports personnel changes. Produces weekly project meeting agenda and minutes.

Anissa Voyiatzes, PE, QSD, ENV SP

Civil Engineering Design Project Manager

Education:

BS/1993/Civil Engineering/California State University, Chico

Registrations:

1997/PE/Civil Engineering/ CA #57710

Certifications:

Envision Sustainability Professional/Institute for Sustainable Infrastructure

Qualified SWPPP Developer/California Stormwater Quality Association

ASEC, APWA, ACEC, America; CA City and County Engineers Association

Entered the profession in 1994

Professional Affiliations:

Years of Experience

Anissa Voyiatzes, PE, QSD, ENV SP, has more than 25 years of experience in civil engineering planning, design, program and project management for transportation and public works facilities. These projects have included bikeway, roadway widening, rehabilitation, ADA compliance evaluation and improvements, streetscape projects, utility engineering, site grading, traffic engineering, flood control facilities, drainage systems, sewer and water systems, parking lots and retaining walls. She specializes in public works engineering and manages several Complete Street projects. Her experience includes design, program and project management public works engineering that incorporate sustainable design practices.

RELEVANT EXPERIENCE

Work performed prior to joining APP:

Rosecrans Avenue Arterial Improvement Project, City of Gardena, CA. Project manager for this \$4-million, Measure R funded project. The project consisted of work across the entire width of the right-of-way along the two-mile length of this major arterial crossing the City of Gardena. Project work included removal of the center turn lane pavement, installation of raised medians, stamped colored concrete, landscaping, irrigation, driveways, sidewalks, curb ramps, traffic signal improvements, mill and overlay asphalt concrete pavement and signage and striping. The work required close coordination with the owners of multiple fuel pipelines and other underground facilities within the project boundaries and with adjacent business and residential property owners and tenants.

Joe Buckner, PE, PLS, QSD

Engineering Plan Check and Project Engineer

Education:

BS/1986/Civil Engineering/California State University, Fullerton

Registration:

1989/PE/CA #45531; 1995/PLS/CA #7206; QSD/QSP: Certification #22494

Years of Experience:

Entered the profession in 1986

Joe Buckner, PE, PLS, QSD has more than 30 years of experience in the planning and design of streets, highways, and freeways, highways and arterial streets, right-of-way engineering, grading, sewer, water and storm drains. As project engineer, Joe has been responsible for the preparation of street rehabilitation plans and drainage improvements for numerous cities throughout Los Angeles and Orange Counties. Joe has substantial experience with engineering of public works improvements, CAD drafting and preparing survey and right-of-way legal mapping.

RELEVANT EXPERIENCE

City of Lake Forest On-call Map Checking, City of Lake Forest CA. As part of the on-call map checking services for the City of Lake Forest, lot line adjustments and final maps were reviewed for conformity to City Conditions of Approval, technical correctness and compliance with the Subdivision Map Act.

City of Huntington Beach On-call Map Checking, City of Huntington Beach CA. As part of the on-call City plan checking services for the City of Huntington Beach final maps were reviewed for conformity to City Conditions of Approval, technical correctness and compliance with the Subdivision Map Act.

Katella Avenue Smart Street, City of Anaheim, CA. As part of the Katella Avenue Smart Street improvements, several remnant parcels were owned by the City of Anaheim. The City of Anaheim was in the process of approaching adjacent land owners for the purchase of the excess land. As property owners enter into an agreement with the City, responsible for the oversight of Lot Line Adjustments and numerous legal description and plats for the remnant parcels. Additionally, legals and plats were prepared for the reservation of wall, footing, and maintenance easements.

Various Lot Line Adjustments, City of Anaheim, CA. As part of the I-5 freeway widening through the City of Anaheim, Caltrans performed full takes on numerous properties adjacent to the freeway. After completion of the freeway, Caltrans turned the remnant properties over to OCTA, who in turn deeded them to the City. Responsible for the oversight and preparation of Lot Line Adjustments to consolidate lots into one legal and buildable lot.

Manuel Barrios

Engineering Plan Check and Design Engineer

Education:

BS/2000/Civil Engineering/ University of California, Irvine

Years of Experience:

Entered the profession in 2001

Serving as a lead engineer, Manuel Barrios has worked on a variety of public agency projects involving roadway design and plan preparation and a wide range of public works, capital improvement and land development projects for various cities throughout Los Angeles and Orange Counties.

Plan Checking, City of Lake Forest, CA. Plan check for a multi-year contract with the City to provide services for review of land use development applications and plan check reviews for proposed developments. Project plan check for development of the City's Opportunity Studies Area (OSA), which is comprised of five developments totaling over 3,800 housing units, includes rough grading and precise grading.

Plan Checking, City of Tustin, CA. Plan check for proposed developments that include rough grading and precise grading.

I-405 Freeway Widening, Plan Review and Inspection, Fountain Valley, CA. As a subconsultant, performing plan checking services for the widening of I-405 Freeway in cooperation with the Orange County Transportation Authority (OCTA) and Caltrans. The project area includes I-405 between SR-73 and I-605. The project is improving 16 miles between Costa Mesa and I-605 near the Los Angeles County line. One regular lane in each direction will be added from Euclid Street to I-605 and making improvements to freeway entrances, exits and bridges.

Joe Buckner, PE, PLS, QSD

Education:

Registrations:

Years' Experience:

Civil Engineering Design – Roadway and ROW

BS/1986/Civil Engineering/California State University, Fullerton

1989/ PE/CA #45531

1995/ PLS/CA #7206

QSD/QSP/#C45531

Entered the profession in 1986

Joe Buckner, PE, PLS, QSD has more than 30 years of experience in planning and design of local streets arterial streets, right-of-way engineering, grading, sewer, water and storm drains. As project engineer, Joe has prepared street rehabilitation plans and drainage improvements for numerous cities throughout Los Angeles and Orange Counties.

Market Street Pedestrian and Streetscape Enhancements Project, (LA River to Cherry Avenue), City of Long Beach, CA. Project engineer responsible for roadway and SWPPP for engineering and design services for a pedestrian and streetscape enhancement project.

Lincoln Avenue Widening Design, City of Anaheim, CA. Project engineer providing ROW and engineering design services for the Lincoln Avenue Widening project, which will widen 3,000 feet of Lincoln Avenue from East Street to Evergreen Street. The project includes the design of median, street, traffic, storm drain, landscape and private property improvements as well as the preparation of an alignment study, traffic study, legal descriptions and a Water Quality Management Plan.

McBean Parkway Widening and Median Improvements, City of Santa Clarita, CA. Project engineer responsible for preparation of an updated concept plan, final plans, technical specifications and estimate (PS&E) for proposed street improvements on McBean Parkway, a major six-lane arterial highway.

On-call Engineering Services, City of Santa Fe Springs, CA. Roadway engineer for broad range of professional engineering services in support of the City's Public Works/Engineering Division.

Robert Merrell, PE

Education:

Registration:

Years' Experience:

Civil Engineering Design– Drainage

BS/1974/Civil Engineering/California State University, Long Beach

1976/PE/CA #28100

Entered the profession in 1973

Robert Merrell, PE has an extensive career in project design and construction management for public works engineering. His expertise includes design management and right-of-way coordination for projects involving the widening of major arterials and collector streets, construction of storm drain facilities and improvements to a regional channel.

Storm Drain System Engineering Peer Review for the Naples Sea Walls, City of Long Beach, CA. Design peer review of the project drainage system and provide an opinion of the system's fitness for intended purpose, practicality for maintenance and constructability.

Stadium Area Master Plan of Drainage, City of Anaheim, CA. Project involved research and inventory of existing drainage facilities for District 27 for use in updating the existing Master Plan of Drainage. This data was used to create computer models for both hydrologic and hydraulic analysis to identify deficiencies and proposed improvements. Managed analysis and prepared summary report.

Palos Verdes Drive East Storm Drain Improvements, City of Rancho Palos Verdes, CA. Design and preparation of plans, specifications and estimates for the installation of drainage improvements along Palos Verdes Drive East from Bronco to southeast of Headland Drive. Steep terrain was a constraint for the outlet into a natural drainage course. Directed the preparation of construction documents and completed the construction administration and inspection for the project.

Lisette Bice, PE, QSD, ENV SP

Project Manager

Education:

BS/2004/Civil Engineering/ California State University, Long Beach

Registrations:

2014/PE/Civil Engineering/CA #83157

Certifications:

Qualified SWPPP Developer; Qualified SWPPP Practitioner #83157

Professional Affiliations:

American Society of Civil Engineers (ASCE), Coasts, Oceans, Ports and Rivers Institute; American Public Works Association (APWA)

Years of Experience

Entered the profession in 2004

Lisette Bice, PE, QSD, ENV SP is a dedicated civil engineer highly skilled in all phases of public works engineering projects. Lisette's expertise includes planning and design of streets, right-of-way engineering, pedestrian and cyclist safety improvements, grading, sewer, water and storm drains, identifying seismic and geometric deficiencies, preparing erosion control plans, SWPPP and permitting. As project manager, Lisette has been responsible for the preparation of street rehabilitation plans and drainage improvements for numerous cities throughout Los Angeles County and for the Port of Los Angeles (POLA). She successfully completes projects within budget and on schedule.

RELEVANT EXPERIENCE

Shoreline Way Plan Check Review, City of Long Beach, CA. Plan check reviewer providing plan check review for multiple fitness improvements located on Shoreline Way. The work included review of the grading plans, water quality plans, structural plans, pavement markings and exercise and fitness equipment. In addition, the specifications were reviewed for completeness and constructability.

Torrance Transit Bus Shelter Relocation, City of Torrance, CA. Project manager for the relocation of a bus shelter located in the City of Torrance. The work included plan preparation, ADA compliance, coordination with utility stakeholders and preparation of a bid list.

Miguel Hurtado, PE

Civil Engineering – Engineering Design

Education:

MA/2014/Public Administration/California State University, Fullerton

BS/2009/Civil Engineering/California State Polytechnic University, Pomona

Registration:

2017/PE/Civil Engineer/CA #88091

Years' Experience:

Entered the profession in 2009

Miguel Hurtado, PE is a design engineer with significant civil engineering experience and roadway improvement and streetscape projects. Miguel has worked on pedestrian and streetscape enhancements for the City of Long Beach, road widening for the Cities of Anaheim, Santa Fe Springs and Whittier and design engineering for LA Metro's I-605 Arterial Hotspots for the Cities of La Mirada and Santa Fe Springs. Miguel is proficient in AutoCAD, Civil 3D, inRoads and ArcGIS.

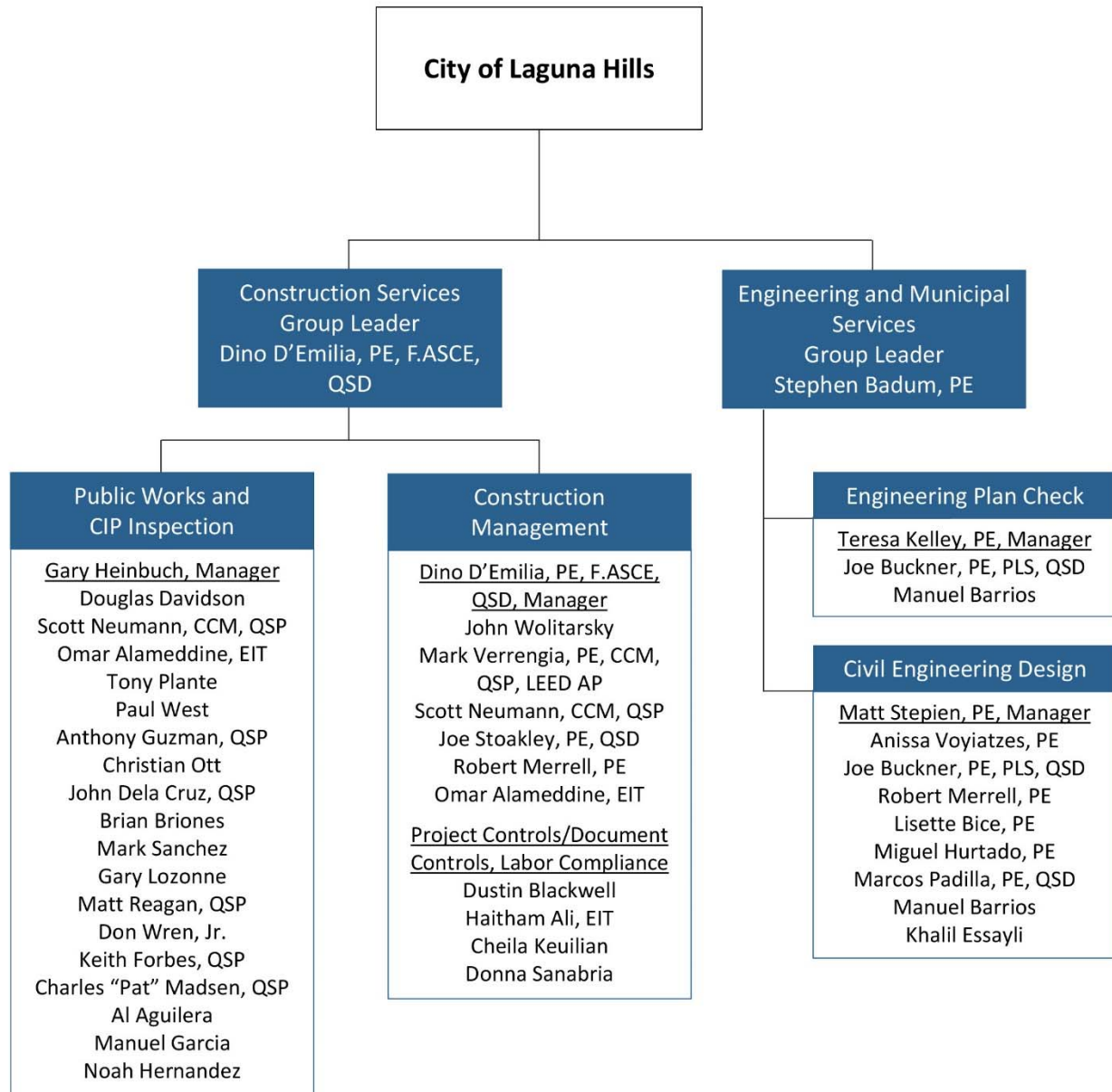
Market Street Pedestrian and Streetscape Enhancements Project, (LA River to Cherry Avenue), City of Long Beach, CA. Design engineer responsible for engineering and design services for a pedestrian and streetscape enhancement project on Market Street between the LA River and Cherry Avenue, an approximately 1.9-mile stretch of the corridor.

Lincoln Avenue Widening, City of Anaheim, CA. Design engineer responsible for the widening of Lincoln Avenue, between East Street and State College Boulevard, pavement reconstruction, median island construction, curb and gutter construction, sidewalk construction, parkway construction, driveway construction and curb ramp upgrades.

Hacienda/Whittier Intersection Improvements, City of La Habra, CA. Design engineer for the design of roadway improvements in the City of La Habra. Project included the design of roadway widening, median, sidewalk and offsite improvements, preparation of TCEs and plats, and processing through Caltrans for Fact Sheet and encroachment permit approvals.

Florence Avenue Widening and Florence Avenue Rehabilitation, City of Santa Fe Springs, CA. Design engineer for the preparation of street widening plans to increase traffic capacity for over 1.0 mile of Florence Avenue between Orr and Day Road to Pioneer Boulevard.

D. Organizational Chart



Transition Plan

APP maintains sufficient personnel resources to meet the anticipated project requirements under this contract. Please note that while APP cannot guarantee the availability of a specific individual due to project commitments that may exist at the time a task order is issued. However, APP will ensure the availability of an experienced, well-qualified inspection team member acceptable to the client.

E. References

Tom Wheeler, PE, Director of Public Works/City Engineer, City of Lake Forest

Contact Info: (949) 461-3480; twheeler@lakeforestca.gov

Projects: On-call Municipal Services

Services Provided: Public Works Inspection, Plan Checking

Mark Trestik, PE, City Engineer, City of Laguna Beach

Contact Info: (949) 497-0300; mtrestik@lagunabeachcity.net

Projects: Various Infrastructure Capital Improvement Projects

Services Provided: On-call Project Delivery, Plan Check/Entitlement Review Services, Project Management, Construction Management, Inspection, Civil Engineering Design

Iris Lee, PE, Deputy Public Works Director/City Engineer, City of Seal Beach

Contact Info: (562) 431-2527 ext. 1322; ilee@sealbeachca.gov

Projects: Ocean Place Development Construction Phase Plan Check/Inspection; Ocean Avenue Alley Waterline and Sewer Replacements from Main Street to First Street; 7th Street Alley Waterline and Sewer Replacement; Westminster Avenue Storm Drain Study Report from Seal Beach Boulevard to Federal Storm Channel C01S06

Services Provided: Public Works Inspection, Plan Check, Civil Engineering Design

Alvin Papa, PE, Deputy Public Works Director/City Engineer, City of Long Beach

Contact Info: (562) 570-6386; Alvin.Papa@longbeach.gov

Projects: On-call Civil Engineering, Atherton Street and Magnolia Avenue Street, Rehabilitation, Pavement Rehabilitation Ximeno Avenue/Redondo Avenue, Atlantic Avenue Rehabilitation, Spring Street Rehabilitation, Los Coyotes Diagonal Rehabilitation

Services Provided: Civil engineering design, PS&E, Plan Check

Cesar Carrillo, PE, Principal Engineer, City of Anaheim

Contact Info: (714) 765-5175; ccarrillo@anaheim.net

Projects: Lincoln Avenue Widening, Katella Avenue Bus Stop

Services Provided: Civil engineering design, PS&E

F. Project Understanding, Overview, Approach and H. Communication Plan

APP's project approach and proven work plan is based on a pro-active project management approach. We firmly believe in **"doing it right the first time"**. Consequently, we realize that it is critical to thoroughly define the project requirements before the work is started. The project requirements must be mutually agreed on between the client and the team. The requirements and expectations must also be clearly **communicated and understood** at all staff levels.

Our management philosophy includes the following:

Understand the proposed project. One of our trademarks is understanding the details of an assignment during the RFP stage so that we can avoid surprises later. As a part of due diligence, we will typically review available existing information, conduct field reviews and ask questions to staff to ascertain the purpose of the project, identify potential stumbling blocks, determine all stakeholders, and identify budgetary deadlines and constraints.

The Right People for the Project. The APP team has extensive, relevant experience in performing the on-call services identified in the City's RFP. The team that has been formed will hit the ground running, delivering quality services within the schedule set by the City.

Project Management. A project cannot be successful without effective project management. APP was founded on the philosophy of providing hands-on, experienced, proactive project management on all projects.

Communication. Our team members have excellent track records communicating with clients and stakeholders. Frequent communication and tracking of project progress is integral to our approach to every assignment.

Schedule Control. We have project management tools that forecast staff requirements and labor allocations to meet the City's needs.

Quality Assurance/Quality Control (QA/QC) Management Process. A key component to any project is QA/QC. Quality Control will be an ongoing task throughout the assignment. APP's project manager will be responsible for overall QA/QC, and will ensure that all assignments are being handled in accordance with City requirements.

Client Commitment. APP believes in the following principle: "Serve your Clients with exceptional quality and cost-effective service by providing highly qualified staff that has extensive experience in municipal engineering projects."

F. Categories 1 and 2 - PW Inspection and CIP Inspection

Inspection of public and private construction projects requires a proactive approach with talented staff. APP owes the successful completion of hundreds of client projects to our ability to find and maintain excellent professional staff and our dedication to organization, documentation and the proactive management of the construction process. A successful project is built by fostering good relationships and trust between the design team, client agencies and the contractor. The APP team can analyze critical situations from all viewpoints and work with the project team to develop the best solution. We understand these varying viewpoints because we have worked for and/or managed design consultants, contractors and several public agencies. APP has a comprehensive team of public works inspectors and special inspectors who bring experience in all aspects of both private and public works construction projects, including, earthwork and grading, street improvements, building and bridge structure construction, storm drain, drainage channels, traffic signals, lighting, landscaping, and utility coordination. Our inspectors are competent, knowledgeable and will conform to the City's codes and ordinances including Federal Grant requirements, State of California Local Assistance Procedures Manual, Green Book, APWA standards, and where appropriate, LEED and OSHPD standards. Our inspectors are particularly strong in contractor compliance with plans and specifications, permit requirements and conditions, and administrative duties including the requirements for federally funded projects such as employee interviews, certified payroll compliance and managing the required documentation. Subject to availability, APP commits to providing qualified inspection staff available to perform inspection services to the City on a part- or full-time basis. Depending upon the City's needs, our staff may be located at City offices. APP will serve as the City's representative and liaison with the City project manager, as well as the contractor during any construction of a project.

Selected Inspection Tasks

- Review and enforce the contractor's proposed construction schedule
- Require, monitor and document compliance with the contract and specifications, including the Storm Water Pollution Prevention Plan and all other requirements
- Assist in the review of submittals required by the specifications, and confirm compliance of materials delivered therewith
- Attend the pre-construction meeting and weekly progress meetings
- Assist with coordination between the City's project engineer, the contractor and other entities involved
- Be present, including on weekends (if necessary), when construction is in progress as required by the City

- Review contractor performance
- Provide assistance and direction to technicians performing material tests. Measure the Work-in-place to verify quantities
- Review invoices from the contractor
- Assist in the review and processing change orders
- Prepare Daily Inspection Reports (Daily Activity report, Weekly Statement of Working Days, etc.)
- Review traffic control measures, including placement of signs and barricades
- Review items requiring corrective action with the Contractor and the City. Develop "Punch List" items and monitor corrections made
- Maintain a red line set of as-built plans

Public Relations: APP inspectors will proactively assist the City in identifying construction impacts, implementing appropriate mitigations and coordinating notification to those affected to minimize public impacts. Pedestrian safety measures must be addressed in high-pedestrian locations.

Traffic Control: Close monitoring of lane closure time restrictions and traffic control maintenance will help to minimize inconveniences to the traveling public. Incorporation of traffic control phasing into the project schedule by the Contractor results in smoother critical path schedule review and updating processes.

Timely Completion: Our inspectors will work proactively and collaboratively to minimize impacts on the schedule. Expedient processing of submittals, public notices, and other requirements is imperative for the timely completion of a project.

F. Category 3 - Construction Management

The APP construction management (CM) and inspection team firmly believes that the key to a successful project is more than just performing tasks outlined in a scope of work. Any competent team can follow a set of written guidelines. The key to a successful project is performing each task with a realistic and clear understanding of what the real intent of the project is and constructing the final product with a win-win attitude.

General Scope of Work - The APP team performs project work as part of the City's team, in the City's best interest, as an extension of City staff. APP serves as the City's representative and liaison with the City project manager and City Engineer, as well as the contractor during the construction of a project. Prior to the pre-construction meeting, APP will review and be knowledgeable about the contract documents, as well as the existing site and conditions. Typical scope activities for public works projects are as follows:

Preconstruction Conference: APP will coordinate and conduct the pre-construction meeting. This will include notification to contractor, utility agencies, and other stakeholders, and prepare the meeting agenda and minutes. APP considers the pre-construction meeting as progress meeting No.1. All items discussed are designated as "open" or "closed". All open items are carried forward to subsequent progress meetings until resolved and closed.

Safe Conditions: APP will monitor project work and adjacent areas for unsafe conditions, promptly require corrective measures to be addressed by the contractor in compliance with the contract documents and report such issues and corrective measures taken to the City. One of the most pervasive job hazards across all public works projects is construction adjacent to live traffic lanes. APP inspectors are intimately familiar with monitoring and enforcing proper traffic controls per the WATCH Handbook, MUTCD and/or project specific traffic control / traffic handling / detour plans.

Field Public Relations: APP's inspector will take a lead role in the field to address public relations concerns. All inquiries and issues will be listened to and documented with accurate contact information for prompt follow-up. Any issues that cannot be immediately addressed in the field will be communicated through appropriate protocols with recommendations for the most efficient resolution.

Quality Assurance: APP will enforce the quality assurance plan, in conformance with the City's quality assurance manual, or as developed by APP and the City for the specific needs of the project. APP will perform and/or coordinate QA/QC activities on a daily basis and review activities as they happen, to make sure that QA/QC procedures are followed and deficiencies are resolved in a

timely and efficient manner. APP Inspector(s) will visit the site on a part-time or full-time basis, as required by the City, during the normal working hours and when critical activities require to verify construction progress and to verify that all work conforms to contract requirements. Deputy and special inspection and materials sampling and testing will be coordinated and provided as required by the final plans and specifications.

Materials and Workmanship: APP CM staff will recommend approval of materials and workmanship that meet the contract requirements, in coordination with the authority of the consulting engineer, architect, fire inspector, deputy inspector, or other authorized representative or regulatory authorities having jurisdiction.

Daily Construction Observation Reports: APP materials inspectors will compile daily observation reports documenting the contractor's workforce, material and equipment used, a summary of construction activities, field problems, disputes or claims, resolutions of issues and directions given to the contractor. Completed daily reports will be transmitted to the City on a weekly basis.

Photographs: APP CM and Inspection staff prepare and maintain an electronic photo journal documenting the construction progress. Photos shall be taken before construction begins, during construction and upon completion of the project.

Weekly Statement of Working Days: APP will prepare a weekly statement of working days documenting the construction progress, time of completion, delays and time extensions, and submit to contractor and the City on a weekly basis. The weekly statement of working days is typically discussed and agreed upon at each progress meeting and transmitted as an attachment to the minutes.

Utility Coordination: APP assists the contractor in dealing with local utilities to coordinate and expedite temporary and permanent utility installations, utility relocations and utility access structure adjustments.

Periodic Progress Reports: APP will cooperatively develop, with the project stakeholders, the format and information required for reports that may be required during the construction phase. These reports are typically compiled every other month.

Submittal Processing: The CM will track all correspondence and submittals on this project. APP will receive all contractor submittals and review them for completeness and general conformance with the contract documents. All shop drawings, samples and other submittals received from the contractor will be logged in and routed to the City. Responses will be logged in and transmitted to the contractor.

Materials Control: The CM team will establish a material receiving process on site such that all materials deliveries are accompanied by proper delivery documentation satisfactory to confirm all products comply with the plans and specifications, approved submittals and bear the requisite certificate of compliance for source, product type and "Buy America," as applicable. Materials delivered to the site lacking proper documentation will be flagged as unacceptable and not allowed to be incorporated into the Work until proper documentation is provided and verified.

RFIs: Upon receipt, the CM team will log, distribute and respond to each request for information (RFI) as required. It is anticipated that most will be handled upon receipt. APP will identify potential impacts to cost or time that may result due to issues identified in RFIs, with recommended alternatives or solutions to mitigate the potential impacts.

Documentation Interpretation and Technical Assistance: APP staff coordinates and expedites between the contractor, design team and City Staff to clarify any questions for interpretation of the construction documents. Timely, firm and fair determinations will be processed to minimize cost and time impacts to the project.

Document Tracking System: Complete and current project files shall be kept at the job site, or at a location agreeable to the City and shall always be available to the City. These files will consist of the contract, correspondence relating to or modifying the contract, proposal requests, clarifications, permits, logs, reports, RFIs, field orders, change orders, claims inspection reports and test reports.

Schedule Review: APP is intimately familiar with main stream scheduling software utilized by the public works contracting industry, including, but not limited to Primavera P3®, Suretrak® and Microsoft Project®. The APP CM will review the baseline construction schedule, including activity sequences and duration, schedule of submittals and schedule of delivery for products with long lead-times. The schedule will not be recommended for approval as the baseline until all discrepancies are resolved.

Schedule Control: During the progress of construction, the APP CM team will compare the contractor's monthly schedule updates to the baseline schedule and any approved time extensions, note any shortcomings and monitor and track corrections by the contractor to keep the project schedule on track. A four- week look ahead will be required from the contractor, updated weekly and presented at the weekly construction progress meetings.

SWPPP: APP CM and inspection staff will enforce all provisions of the Storm Water Pollution Prevention Plan and/or other requisite requirements set forth in the specifications. At a minimum SWPPP requirements will be monitored and a specific SWPPP Checklist will be compiled. Any deficiencies noted will be addressed with the contractor for immediate remedy. Upon a weather report of expecting rain, a site walk will be conducted to ensure that SWPPP measures are in place and well maintained.

Change Management: APP will establish, implement and coordinate systems for consideration, negotiation, processing and implementation of change orders. Each issue, which is identified as a potential change to the design, scope, cost or contract time will generate a uniquely numbered potential change order (PCO). The CM will determine whether a change notice should be considered.

Daily Extra Work Reports: The APP CM and Inspection team will verify and sign contractor's daily extra work reports documenting force account (time and materials) work. APP will monitor that only appropriate worker classifications necessary for approved time and materials work is included on extra work reports. Any inappropriate workforce and/or equipment charges will be promptly rejected and removed from extra work reports.

Progress Payment Processing: A cost control system, based on the contractor's schedule of values, approved change orders and the contract amount shall be developed and implemented to monitor progress costs. Monthly cost reports will be submitted to the City as a component of the monthly progress report. APP will establish quantity measurement forms and methods for each bid item.

Cash Flow Management (Preliminary Notices, Releases and Stop Notices): Monitoring and tracking of preliminary notices, conditional and unconditional releases is an important component of public construction management and enables the team to stay abreast of the construction contract cash flow and provides for excellent documentation of prompt payment as required by federal funding.

Construction Progress / Coordination Meetings: The following meetings will be held on site, as required:

- Periodic Project Team / Stakeholder Meetings Stakeholders will focus on the following items:
- Weekly Progress Meetings – with typical agenda including:
- Special Meetings to discuss important / urgent issues or which require detailed discussion or review of plans and specifications.

Labor Compliance: The APP team will work proactively and cooperatively with the contractor to monitor and enforce the City's and funding agencies' requirements for labor compliance.

Plans, Specs and As-Builts: APP will periodically review the contractor's as-built updates on the approved job plan set, identify missing items and require the contractor to keep as-built records up to date throughout the project. APP CM staff keeps its own set of as-built plans which will note the location of subsurface utilities encountered and / or installed, identify where any design or field changes were required (utilizing the corresponding RFI and / or change order numbers) and note the location of critical building components that are covered by finish work.

Close-out documents: APP staff will enforce the provisions of the specifications to require and expedite the Contractor to submit well-coordinated operations and maintenance manuals, warranties and guarantees, bonds, extra stock and/or other items required by the contract documents such that a timely close-out of the project is implemented. APP will perform closeout duties including final organization of project files and submit to the City for final approval and assist with the filing of the notice of completion and release of retention.

Pre-Final Inspection: The construction manager and inspector will coordinate with appropriate project stakeholders, perform the final job walk and prepare the punchlist. APP will coordinate and observe completion of required corrections.

Final Inspection: Satisfactory completion of all punchlist items is verified before APP recommends processing of the “Notice of Completion”. Upon completion of the punchlist and final sign off by all project stakeholders, APP will make recommendation to the City regarding the contractor’s final progress payment request and prepare final progress payment report for submission to the City.

Post-Construction Support: APP can assist the City with resolution of post construction issues such as user department inquiries and issues, resolution of stop notices or notices from the labor commissioner on a time-and-materials basis upon the City’s request.

F. Category 5 - Plan Check

Plan Review Correction Lists and Forms: One of APP’s first orders of work will be to meet with the City and immerse our staff into the City’s plan check review processes and procedures. APP will utilize City plan review correction sheets, checklists, and communications protocol. If desired, APP can provide the City with sample correction lists and project checklists for review and work with the City on custom tailoring lists for the City’s needs.

Review Procedural Guidelines: Another first order of work will be for APP to review and discuss the City’s desired approval and procedural guidelines to be used for each plan check. The following is a suggested list of guidelines to be reviewed: Contact protocol (meetings/permit application; Assignment/definition of project; Establish schedule/budget; and Correspondence with stakeholders

Subdivision Maps: APP shall perform review of subdivision maps, as directed, for compliance with the project’s Conditions of Approval as approved by City staff, City commissions, and the City Council, as well as all state and local codes, the Subdivision Map Act, County of Orange Subdivision Manual and County of Orange Subdivision Code. APP is available to assist the City in preparing subdivision improvement agreements and related bonds for final maps. APP is also available to author or assist in writing staff reports for final map approval.

Grading Plans: APP shall review/check grading plans and associated documents and studies for compliance with the project’s Conditions of Approval as approved by City staff, City commissions, and the City Council, as well as all state and local codes and regulations including the latest edition of the City of Fullerton’s municipal code, grading ordinance and manual, floodplain management ordinance, water quality management requirements and standards. APP will check or assist the City in checking the engineer’s estimate for grading to determine grading bond amount. APP will author or assist in writing staff reports.

Public Infrastructure Improvements: Subdivision maps and grading plans may require public infrastructure improvements. APP will perform engineering reviews for required public infrastructure improvements for street improvements, utilities, hydrology/drainage, soundwalls/retaining walls, shoring and water quality/erosion controls plans. APP understands that the review of traffic engineering plans and reports are excluded from this work scope.

Standards: APP shall review/check plans for compliance for the above public infrastructure improvements with the project’s conditions of approval as approved by City staff, City commissions, and the City Council, as well as all state and local codes and standards, as applicable.

Meetings and Reports: Throughout each assigned project APP will meet as required with developer, its consultants, City staff, special districts, regulatory agencies, and other stakeholders to discuss the project and any issues. Our plan check staff will be responsible for arranging, notifying and producing meeting agendas and minutes for each meeting. APP’s plan check staff will make meeting presentations on projects as required and will provide necessary exhibits. APP’s plan check staff will provide progress reports for each project in one overall progress report submitted weekly.

F. Category 8 - Civil Engineering Design

Scope of Work for a Typical Street Widening Project

PHASE 1: PRELIMINARY ENGINEERING

100 Research and Field Review: A thorough search of the available records will be conducted to acquire relevant data. The information accumulated will include as-built drawings, utility information, and horizontal and vertical control data. The

Project Team will review the project in the field and take photographs of potential problem areas or items that need special attention. The photographs will be filed in photo albums with a written description and serve as a reference during design.

110 Utility Coordination: As identified in Task 100, information will be collected from utility companies. Coordination with the utilities will continue throughout the design of the project. A copy of the utility file will be provided to the City. Potholing will be performed as necessary to determine exact locations of existing utilities.

120 Survey: The APP Team will provide the necessary ground survey information required to design the project including topographical features and cross-section data. Cross-sections will typically be taken at 25-foot or 50-foot intervals for the length of the project from right-of-way to right-of-way.

130 Pavement Analysis: The APP Team will obtain core pavement samples. Based on the pavement cores and field reviews of existing pavement conditions, pavement recommendations will be developed. Cold-planing, asphalt overlay, recycled asphalt and asphalt rubber are various rehabilitation strategies that can be used.

140 Alternatives Analysis: Alternative preliminary pavement strategies will be developed consisting of varying methods of constructing the improvements (overlay, total reconstruction, pavement fabric, asphalt rubber, etc.). A matrix will be prepared for each alternative comparing the advantages, including cost, impacts to existing improvements, duration of construction, and traffic control requirements.

PHASE 2: CONSTRUCTION DOCUMENTS

200 Street Improvement Plans: Twenty-scale or forty-scale street improvement plans will be prepared using the topographic survey data and record utility information for the base sheets. Appropriate joins will be provided at all side streets, driveways and intersections. Street improvements will generally be comprised of the rehabilitation of the existing pavement and/or the widening of the existing roadway. Cross-sections will be prepared to assure that reasonable cross-falls are maintained for the new roadway surface.

210 Drainage: APP will prepare a hydrology map and hydrology and hydraulic calculations, if necessary. The size of the catch basins and corresponding catch basin laterals will be evaluated. Based on the results of the hydrologic and hydraulic analyses, the appropriate catch basins and connector pipes required will be designed. Off-site drainage relocations will be shown on the off-site improvement plans. Storm drain plans will be prepared for the project based on the final approved hydrologic and hydraulic calculations and approved alignment.

220 Striping Plans: Signing and striping plans will be prepared at 40-scale showing the replacement of existing striping, raised pavement markers and pavement markings. New signing, striping and pavement markings, where needed, will also be shown. The plans will show all driveways, curbs, medians and other features that affect turning movements.

230 Construction Documents: The PS&E will be prepared and submitted to the City for review at the 50, 90 and 100 percent levels. Special provisions will be prepared based on the Standard Specifications for Public Works Construction and the City's boilerplate, supplemented with Caltrans specifications, as needed. All plans will be prepared in AutoCAD. Digital files and one set of original mylars shall be provided to the City upon final approval. Preliminary cost estimates will be prepared for the proposed improvements and included with the first plan check submittal. Final construction cost estimates will be prepared based on the final improvement plans.

240 Meetings: Regularly scheduled meetings are a key to keeping projects on schedule, avoiding pitfalls, and keeping the lines of communication open with the City so that surprises do not occur during the final stages of the project.

250 Project Management/ QA/QC: The Project Management task is directed at the organization, planning and control of the project team. Activities include scheduling and monitoring of the project team, cost control and an active quality control program. Quality Control will be an ongoing task throughout the duration of the project. The initial effort will be in the development of a project specific checklist that will establish specific tasks that need to be accomplished, the estimated completion date and a signature block for the Project Manager to sign that the task has been completed and reviewed. The Quality Control Manager for the project ensures that all checklist items are addressed by the Project Manager.

PHASE 3: CONSTRUCTION SUPPORT

G. Schedule

Public Works Inspection, On-call Encroachment Permit Inspection – Inspector to be available 16 to 20 hours per week Monday to Friday, 7:00 a.m. to 11:00 a.m. for 52 weeks and other times upon request as mutually agreed.

Capital Improvement Project Inspection – A capital improvement project inspector will be available Monday thru Friday, 7:00 a.m. to 4:00 p.m. for the duration of the project and at other times upon request.

Construction Management – A construction manager will be available part time for most, if not all, capital improvement projects for a period of 60 days or as determined by the City.

Engineering Plan Check – Plan check turnaround will be ten business days with subsequent checks at five business days. The actual schedule will be dependent on the applicant's ability to correct and resubmit project plans for review.

Civil Engineering Design – An estimated civil engineering design services schedule identifying all pertinent tasks, the time required and milestones to complete each task, time for the City's review, time for revising drafts and the tentative completion of each task is identified in the table below. This schedule has been developed based upon the start date of April 17, 2019. Significant project milestones are summarized as follows:

PHASE	DATE
Notice to Proceed	April 17, 2019
Utility Search, Research and Survey	May 13, 2019
Geotechnical Report	May 30, 2019
Submit 60% Plans and Engineer's Estimate	June 17, 2019
City 60% Plans and Estimate Comments	July 1, 2019
Submit 90% PS&E	July 29, 2019
City 90% PS&E Comments	August 12, 2019
Submit 100% PS&E	August 26, 2019
City 100% PS&E Comments	September 9, 2019
Submit Final PS&E	September 16, 2019

- H. Communication Plan (see Section F)
- I. Compensation/Payment Schedule (separately sealed envelope)
- J. Certificate of Insurance (Appendix)
- K. Certification of Proposal (Appendix)
- L. Non-collusion Affidavit (Appendix)

Appendix



City of Laguna Hills
RFP ON-CALL CIVIL 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 29th day of May, 2019, at Newport Beach, California.



Signature of Authorized Representative

Lisa M. Penna, PE, F.ASCE, QSD

Name of Authorized Representative

Managing Principal

Title of Authorized Representative

City of Laguna Hills
RFP ON-CALL CIVIL 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: Ardurra Group, Inc. dba AndersonPenna Partners
Name (Please Print or Type)

By:  Lisa M. Penna, PE, F.ASCE, QSD / Managing Principal
Consultant's Signature & Title

Date: May 29, 2019

This executed form must be submitted with proposal.



ARDURRA-01

KGDWIN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/15/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ames & Gough 8300 Greensboro Drive Suite 980 McLean, VA 22102	CONTACT NAME: PHONE (A/C, No, Ext): (703) 827-2277 FAX (A/C, No): (703) 827-2279 E-MAIL ADDRESS: admin@amesgough.com														
INSURED AndersonPenna Partners, Inc. 3737 Birch Street, Suite 250 Newport Beach, CA 92660	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Valley Forge Insurance Company A(XV)</td> <td>20508</td> </tr> <tr> <td>INSURER B : National Fire Insurance Company of Hartford A(XV)</td> <td>20478</td> </tr> <tr> <td>INSURER C : Continental Insurance Company A(XV)</td> <td>35289</td> </tr> <tr> <td>INSURER D : Berkshire Hathaway Specialty Insurance Company</td> <td>22276</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 : Valley Forge Insurance Company A(XV)	20508	INSURER B : National Fire Insurance Company of Hartford A(XV)	20478	INSURER C : Continental Insurance Company A(XV)	35289	INSURER D : Berkshire Hathaway Specialty Insurance Company	22276	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 CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY			6075640222	1/1/2019	1/1/2020	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	☒ Contractual Liab.						MED EXP (Any one person) \$ 15,000
	GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC						PERSONAL & ADV INJURY \$ 1,000,000
	OTHER:						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY			6075640236	1/1/2019	1/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
C	☒ UMBRELLA LIAB ☒ OCCUR			6075640270	1/1/2019	1/1/2020	EACH OCCURRENCE \$ 10,000,000
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$ 10,000,000
	DED ☒ RETENTION \$ 10,000						
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			6075640267	1/1/2019	1/1/2020	☒ PER STATUTE ☐ OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N	N / A				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
D	Professional			47-EPP-306878-01	1/1/2019	1/1/2020	Per Claim 2,000,000
D	Liability			47-EPP-306878-01	1/1/2019	1/1/2020	Aggregate 4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: All operations as performed by the named Insured

City and its officers, council members, officials, employees, agents, and volunteers are included as additional insured with respect to General Liability and Auto Liability when required by written contract. General Liability is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and when required by written contract. Workers Compensation and General Liability policies include a waiver of subrogation in favor of the additional insureds where permissible by state law and when required by written contract.

CERTIFICATE HOLDER

CANCELLATION

City of Laguna Hills 24035 El Toro Road Laguna Hills, CA 92653	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	--

City of Laguna Hills
RFP ON-CALL CIVIL 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;

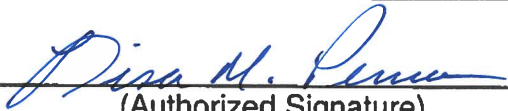
City of Laguna Hills
RFP ON-CALL CIVIL ENGINEERING CONSULTING SERVICES

- 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 May 29, 2019.

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

Executed this 29th day of May, 2019, at Newport Beach, California.

Name of Proposer: Ardurra Group, Inc. dba AndersonPenna Partners

By: 
(Authorized Signature)

Type Name: Lisa M. Penna, PE, F.ASCE, QSD

Title: Managing Principal

Date: May 29, 2019



dba



May 29, 2019

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

Subject: Compensation/Payment Schedule for On-call Civil Engineering, Project Management and Support Services

Dear Mr. Rosenfield,

Ardurra Group, Inc. dba AndersonPenna Partners (APP) is pleased to present our most up to date billing rate schedule to continue providing On-call Civil Engineering, Project Management and Support Services to the City of Laguna Hills.

Our detailed breakdown of hourly rates is based on our understanding of the City's RFP and our most up to date overhead calculations.

Per your request, we have also included some proposed total compensation notes to provide you with some context that will help you understand the true cost of our proposed services.

We look forward to continuing to work closely with the City of Laguna Hills to help you deliver capital projects. Again, if you have questions, we will make ourselves available to speak with you promptly.

Sincerely,
 Ardurra Group, Inc. dba AndersonPenna Partners

Lisa M. Penna, PE, F.ASCE, QSD
 Managing Principal

**On-call Civil Engineering
Project Management and Support Services**

**City of Laguna Hills
Compensation/Payment Schedule**

Ardurra Group, Inc. dba AndersonPenna Partners, Inc.
5/29/2019

Engineering Services		Municipal Services	
Staff	Hourly Rate	Staff	Hourly Rate
Principal	\$230	Principal	\$230
QA/QC Manager	\$205	Project Exec./Management Consultant	\$205
Project Manager IV	\$200	Senior Program Manager	\$200
Project Manager III	\$195	Program Manager	\$195
Project Manager II	\$185	Project Manager III	\$195
Project Manager I	\$175	Project Manager II	\$185
Project Engineer IV	\$190	Project Manager I	\$175
Project Engineer III	\$180	Plan Check Engineer IV	\$185
Project Engineer II	\$170	Plan Check Engineer III	\$170
Project Engineer I	\$160	Plan Check Engineer II	\$160
Support Engineer II	\$160	Plan Check Engineer I	\$150
Support Engineer I	\$150	Public Works Technician III*	\$120
Project Designer III*	\$140	Public Works Technician II*	\$110
Project Designer II*	\$130	Public Works Technician I*	\$100
Project Designer I*	\$120	Senior Code Enforcement Officer/Mgr*	\$100
CADD Drafter III*	\$115	Code Enforcement Officer II*	\$85
CADD Drafter II*	\$110	Code Enforcement Officer I*	\$75
CADD Drafter I*	\$105		
Public Works Technician I*	\$100		
Administrative Assistant	\$100		

* Positions noted with an asterisk are subject to overtime rates billed at 1.5 times regular rates for all time over 8 hours in a single day or work performed on Saturday; and double time rates for work performed on Sundays and Holidays.

Project and Construction Management and Inspection Services

Staff	Rate¹
Principal	\$230
Project Executive	\$205
Sr. Program Manager	\$200
Program Manager	\$195
Sr. Project Manager	\$200
Project Manager	\$185
Asst. Project Manager	\$175
Sr. Construction Manager	\$200
Construction Manager	\$185

**On-call Civil Engineering
Project Management and Support Services**

**City of Laguna Hills
Compensation/Payment Schedule**

Asst. Construction Manager	\$175		
Structures Representative	\$190		
Project Controls Engineer	\$160		
Labor Compliance, Documents Control, Administration	\$120		
	Regular Time		
Staff	Rate^{1, 2}		
Public Works Inspector (Prevailing Wage)	\$144		
Deputy Inspection (Prevailing Wage)	\$125		
Public Works Inspector (Non-Prevailing Wage)	\$118		

¹ The above hourly rates include wages, fringe and general and administrative overhead and fee, as well as typical supplies, tools and equipment required to perform services. A four-hour minimum callout applies to Inspection staff.

² Prevailing Wage Rates are subject to increases pursuant to the State of California's Department of Industrial Relations Wage Rate Determinations. APP's Billing Rates will increase in proportion to the DIR increase, plus overhead and profit.

Exclusions to Scope and Fee: The following items are specifically excluded:

- Legal advice
- Specialized software (other than MS Office Suite and MS Project)
- Building code inspection
- Surveying
- Design services and responsibilities
- Materials, soils and/or hazardous materials testing or monitoring
- Construction labor, materials and/or equipment
- Copies of plan and specifications or other oversized drawings
- Work hours/level of effort over and above those initially approved for the scope of work/project assigned or for delays to the contract time beyond the scope and control of APP.
- Construction management and/or labor compliance services unless otherwise specifically called for in the scope of work, or specifically added by the Client
- Additional services not specifically called for in the proposal
- Expert witness services
- Standby services

As we understand the services required, the below information should assist you with determining the cost of our proposed services.

On-call Encroachment Permit Inspection: hourly rate charge at \$118/hour. Minimum four hours per day / five days per week, 20 hours per week of service, \$2,360 per week.

Capital Improvement Project Inspection: hourly rate charge at \$144/hour. Project assumes full time, eight hours per day for five days a week totally 40 hours for \$5,760 per week.

Construction Management: hourly rate charge at \$185/hour. Project assumes part time, 2 hours per day for five days a week totally 10 hours for \$1,850 per week.

Plan Check services: hourly rate charge at \$185/hour. Typical plan checks of a 10-sheet plan set, first check at 40 hours, \$7,400. Second check at 20 hours \$3,700, third check at 10 hours \$1,850.

Civil Engineering Design: Design fees will need to be prepared for specific projects, however our most recent similar assignments have ranged in cost between \$60,000 and \$150,000 for capital improvement project PS&E.

EXHIBIT "B"

CITY'S REQUEST FOR PROPOSALS ("RFP")/ SCOPE OF SERVICES

DATED: MAY 3, 2019

FOR

ON-CALL CIVIL ENGINEERING, PROJECT MANAGEMENT,

AND SUPPORT SERVICES

REQUEST FOR PROPOSALS (RFP)
ON-CALL CIVIL ENGINEERING, PROJECT MANAGEMENT, AND
SUPPORT SERVICES



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

RFP Dates

Request for Proposal Issued:	May 3, 2019
Written Question Deadline:	May 17, 2019
Questions Answered/Addenda Issued:	May 22, 2019
Submittal Deadline:	May 29, 2019, 5:00 p.m.
Interviews:	June 5, 2019
City Council Award:	June 25, 2019

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

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May 3, 2019

CITY OF LAGUNA HILLS

**SUBJECT: REQUEST FOR PROPOSALS FOR ON-CALL CIVIL ENGINEERING,
PROJECT MANAGEMENT, AND SUPPORT SERVICES**

Dear Proposers:

You are invited to respond to this Request for Proposal to provide on-call Civil Engineering, Project Management, and Support Services to the City of Laguna Hills. The following pages detail the Scope of Services to be provided and the submission requirements. The City intends to enter into non-exclusive multi-year Professional Services Agreements with multiple, qualified Civil Engineering firms on an on-call basis as deemed necessary to fulfill the City's needs.

To be considered responsive, proposers must submit a written proposal in accordance with the requirements, specifications, conditions and provisions described in the attached RFP.

**PROPOSALS ARE DUE BEFORE
5:00 P.M. on Wednesday, May 29, 2019**

If you have any questions regarding this RFP, please contact me at (949) 707-2650 or via email at krosenfield@lagunahillsca.gov. Thank you for your interest.

Sincerely,

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

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

SECTION I

INTRODUCTION AND INSTRUCTIONS TO PROPOSERS

A: Introduction and Overview

The City is soliciting proposals from qualified consultants to provide professional consultant services for a variety of on-call civil engineering and management services in support of the City's operations of the Public Services Department and the Capital Improvement Program. The City intends to enter into non-exclusive multi-year Agreements with multiple Civil Engineering firms as deemed necessary to fulfill the City's needs. Should an award be made, the selected Proposers will enter into professional services agreements with the City of Laguna Hills.

The City currently engages four civil engineering firms to provide as-needed civil engineering, project management, and support services on an on-call basis. The existing agreements with these firms are set to expire as of June 30, 2019, accordingly, this RFP has been issued.

The City is a General Law City incorporated on December 20, 1991, and has expanded to its current boundaries with two subsequent annexations. The City covers 6.6 square miles, has approximately 90 miles of streets and a population of approximately 31,000. The City follows a "contract model" to provide services to the community.

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

B: Proposed Schedule

Request for Proposal Issued:	May 3, 2019
Written Question Deadline:	May 17, 2019, 5:00 pm
Questions Answered/Addenda Issued:	May 22, 2019
Submittal Deadline:	May 29, 2019, 5:00 p.m.
Interviews:	June 5, 2019
City Council Award:	June 25, 2019

C: Instructions to Proposers and Procedures for Submittal

One printed original (marked original), five (5) printed copies (marked copy) and one (1) electronic copy on CD or Flash Drive (will not be returned) and one sealed envelope containing the Fee Proposal must be submitted in a sealed envelope or box bearing the name of the Proposer, marked ***RFP ON-CALL CIVIL ENGINEERING, PROJECT MANAGEMENT, AND SUPPORT SERVICES*** and submitted only to the following address:

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

Proposers are solely responsible for ensuring their submitted proposal is received by the City in accordance with the solicitation requirements, before the Submittal Deadline, and at the place specified. Postmarks will not be accepted in lieu of actual delivery. No oral, telegraphic, electronic mail, facsimile, or telephonic proposals or modifications will be considered unless specified. The City shall not be responsible for any delays in mail or by common carriers or by transmission errors or delays or mistaken delivery. Delivery of proposals shall be made at the office specified in this Request for Proposals. Deliveries made before the Submittal Deadline, but to the wrong City office, will be considered non-responsive unless re-delivery is made to the office specified before the Submittal Deadline. All proposals shall become the property of the City. **Late proposals will not be accepted and will be returned to the Proposer unopened.**

D: General Conditions

ADDITIONAL INFORMATION, RIGHT TO REQUEST. The City reserves the right, where it may serve the City's best interest, to request additional information or clarifications from proposers during its review and evaluation of proposals submitted for consideration.

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

ADDITIONAL SERVICES. The Scope of Work describes the minimum work to be accomplished. Upon final selection of the firm, the Scope of Work may be modified and refined during negotiations with the City.

AUTHORIZED SIGNATURES. Every proposal must be signed by the person or persons legally authorized to bind the Proposer to a contract for the execution of the work. Upon request of the City, any agent submitting a proposal on behalf of a Proposer shall provide a current power of attorney, articles of incorporation, or other instrument confirming the agent's authority to bind the Proposer. If an individual makes the proposal, his or her name, signature, and post office address must be shown. If a firm or partnership makes the proposal, the name and post office address of the firm or partnership and the signature of at least one of the general partners must be shown. If a corporation makes the proposal, the proposal shall show the name of the state under the laws of which the corporation is chartered, the name and post office address of the corporation and the title of the person signing on behalf of the corporation. Upon request of the City, the corporation shall provide a certified copy of the bylaws or resolution of the board of directors showing the authority of the officer signing the proposal to execute contracts on behalf of the corporation.

AWARD OF PROPOSAL. City reserves the right to negotiate final terms with the selected Proposer, if any. Award of contract, if any, will be made in accordance with Section 3-08.150 (Professional services contracts) of the Laguna Hills Municipal Code (LHMC) which reads in relevant part as follows:

"A. The informal and formal bidding procedures contained in this chapter shall not apply to contracts for professional services. Rather, to secure professional services, the city shall utilize a request for proposals procedure, the method and details of which shall be promulgated by the City Manager in the form of administrative regulations. The City Manager may award any contract for professional services when the total not to exceed contract amount of such services is fifty thousand dollars (\$50,000.00) or less. Any contract for professional services having a total contract amount of greater than fifty thousand dollars (\$50,000.00) shall be awarded by the City Council....

C. Notwithstanding any provision in this chapter to the contrary, selection 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 accordance with state law, the city shall consider price after the city is satisfied that the would-be person, company, corporation, contractor, consultant,

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

or firm has demonstrated the competence and professional qualifications necessary for the satisfactory performance of the services required."

An Evaluation Committee will be established by the City. The City shall not be obligated to accept the lowest priced proposal but, if an award is made, the City will make an award in the best interests of the City after all factors are considered, including but not limited to the demonstrated competence, experience and professional qualifications of the Proposer. Discussions may, at the City's option, be conducted with the most qualified proposers. Discussions may be for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and written revision of proposals. In conducting discussions, the City will not disclose information derived from proposals submitted by competing proposers.

COMPLIANCE WITH LAWS. All proposals shall comply with current federal, state, and other laws relative thereto.

CANCELLATION OF SOLICITATION. The City may cancel this solicitation for proposals at any time.

CANCELLATION OF TASKS. If a professional services agreement is awarded for the work described in this RFP, the City will authorize work on a Task Order basis. Task Orders may be issued in any sequence. The City is not obligated to issue a Task Order for all tasks listed in the Scope of Work and expressly reserves the right to cancel tasks.

CONFLICT OF INTEREST. By signing the Certification of Proposal (**Attachment 3**) and submitting a proposal to the City in response to this Request for Proposals, the Proposer 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;

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

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;

COSTS. The City is not liable for any costs incurred by proposers before entering into a formal contract. Costs of developing the proposals, or any other such expenses incurred by the Proposer in responding to this RFP, are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the City. No reimbursable cost may be incurred in anticipation of award.

DISQUALIFICATION OF PROPOSER. If there is reason to believe that collusion exists among the proposers, the City may refuse to consider proposals from participants in such collusion. No person, firm, or corporation under the same or different name, shall make, file, or be interested in more than one proposal for the same work unless alternate proposals are called for. Reasonable grounds for believing that any Proposer is interested in more than one proposal for the same work will cause the rejection of all proposals for the work in which a Proposer is interested. If there is reason to believe that collusion exists among Proposers, the City May refuse to consider proposals from participants in such collusion. Proposers shall submit as part of their proposal documents the completed Non-Collusion Affidavit provided as **Attachment 1**.

DOCUMENTS, EXAMINATION OF. It is the responsibility of the Proposer to carefully and thoroughly examine and be familiar with these RFP documents, general conditions, all forms, specifications, drawings, plans, and addenda (if any). Proposer shall satisfy himself as to the character, quantity, and quality of work to be performed and materials, labor, supervision, necessary to perform the work as specified by these documents. The failure or neglect of the Proposer to examine documents shall in no way relieve him from any obligations with respect to the solicitation and/or subsequent contract that may be awarded. The submission of a proposal shall constitute an acknowledgment upon which the City may rely that the Proposer has thoroughly examined and is familiar with the RFP documents. No claim will be allowed for additional compensation that is based upon a lack of knowledge of any solicitation document.

INTERPRETATION OF RFP DOCUMENTS. City reserves the right to make corrections or clarifications of the information provided in this RFP. If any person is in doubt as to the true meaning of any part of the specifications or other RFP documents, or finds discrepancies or omissions in the specifications, he or she may submit to the City a written request for an interpretation or correction.

Oral statement(s), interpretations or clarifications concerning meaning or intent of the contents of this RFP by any person are unauthorized and invalid. Modifications to the RFP, including, but not limited to, the scope of work, shall be made only by formal written addendum issued by the City. Accordingly, in order to ensure that all proposers have

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

access to the same information, the City will use the following procedure to respond to inquiries:

- All questions or requests for interpretations shall be made in writing and delivered to Kenneth Rosenfield, City of Laguna Hills, 24035 El Toro Road, Laguna Hills, CA 92653, or via email at krosenfield@lagunahillsca.gov by 5:00 p.m. on Friday, May 17, 2019.
- Staff will issue, as needed, addenda to the RFP, including a list of all written questions received and responses thereto, on the City's website and via email to the RFP distribution list and all proposers who have advised the City that they have a set of RFP documents, by May 22, 2019.

The requesting party is responsible for prompt delivery of any requests. All such addenda shall become a part of the RFP document. It is the responsibility of each Proposer to ensure the City has their correct business name and address on file. Any prospective Proposer who obtained a set of RFP documents is responsible for advising the City that they have a set of RFP documents and wish to receive subsequent Addenda.

IRREGULARITIES. Unauthorized conditions, limitations, or provisions attached to a proposal may cause its rejection. The completed proposal shall be without interlineations, alterations or erasures. Alternative proposals will not be considered unless specifically requested. No oral, telegraphic, or telephonic proposal, modification or withdrawal will be considered.

NON-DISCRIMINATION. Proposer shall represent and certify that it 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.

NON-EXCLUSIVE. Should the City make an award, the successful Proposer will enter into a non-exclusive professional services agreement and the City reserves the right to enter into agreements with other firms or consultants for the services listed in this RFP.

NO OBLIGATION. The release of this RFP does not obligate or compel the City to enter into a contract or agreement.

NO PUBLIC PROPOSAL OPENING/PUBLIC RECORDS ACT. Proposals shall be opened and their contents secured by City staff to prevent disclosure during the evaluative process and the process of negotiating with competing proposers. Adequate precautions shall be taken to treat each Proposer fairly and to ensure that information gleaned from competing proposals is not disclosed to other proposers. Prices and other information concerning the proposals shall not be disclosed until finalists are selected to present

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

proposals to the City Council or a recommendation for award is made to the City Council, whichever comes first.

OFFERS OF MORE THAN ONE PRICE. Proposers are not allowed to submit more than one proposal.

OWNERSHIP. All data, documents and other products used or developed during the RFP process become the property of the City upon submission.

PROPRIETARY INFORMATION. All proposals and documents submitted in response to this RFP shall become the property of the City and a matter of public record pursuant to Government Code sections 6250 et seq. It is the responsibility of each Proposer to clearly identify any and all information contained within the proposal that it considers to be confidential and/or proprietary. To the extent that the City agrees with that designation, such information will be held in confidence whenever possible; all other information will be considered public. In the event that a demand for disclosure of information designated as "confidential and/or proprietary" by a Proposer is made, the City will notify the Proposer in writing of such demand and shall furnish a copy of the City's written response to the requestor. Proposer may then pursue, at its sole cost and expense, any and all appropriate legal action necessary to maintain the confidentiality of such information.

REJECTION OF PROPOSAL. The City reserves the right to reject any or all proposals or any part of a proposal. The City reserves the right to reject the proposal of any Proposer who previously failed to perform adequately for the City or any other governmental agency. The City expressly reserves the right to reject the proposal of any Proposer who is in default on the payment of taxes, licenses or other monies due the City.

REPRESENTATIONS. Proposer understands and acknowledges that the representations made in their submitted proposal are material and important, and will be relied on by the City in evaluation of the proposal. Proposer misrepresentation shall be treated as fraudulent concealment from the City of the facts relating to the proposal.

RFP PART OF AGREEMENT. Should an agreement be awarded, this Request for Proposals and Scope of Services and all conditions may become part of the Agreement between the City of Laguna Hills and the successful Proposer.

SEVERABILITY. If any provisions or portion of any provision of this Request for Proposals are held invalid, illegal or unenforceable, they shall be severed from the Request for Proposals and the remaining provisions shall be valid and enforceable.

VALIDITY. Proposal must be valid for a period of 180 days from the due date and may be extended by written authorization from the Proposer.

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

WITHDRAWAL OF PROPOSAL. Proposers' authorized representative may withdraw proposals only by written request received by the City's project manager before the Proposal Submittal Deadline.

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

SECTION II

PROPOSAL RESPONSE REQUIREMENTS

One printed original (marked original), five (5) printed copies (marked copy) and one (1) electronic copy on CD or Flash Drive (will not be returned) and one sealed envelope containing the Fee Proposal must be submitted in a sealed envelope or box bearing the name of the Proposer, marked **RFP ON-CALL CIVIL ENGINEERING, PROJECT MANAGEMENT, AND SUPPORT SERVICES** and submitted only to the following address:

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

If discrepancies are found between the copies, or between the original and copy or copies, the "ORIGINAL" will provide the basis for resolving such discrepancies. If one document is not clearly marked "ORIGINAL", the City reserves the right to use any of the proposals as the Original. If no document can be identified as an original bearing original signatures, Proposer's proposal may be rejected at the discretion of the City.

It is imperative that all Proposers responding to the RFP comply exactly and completely with the instructions set forth herein. Proposals must be concise, but with sufficient detail to allow accurate evaluation and comparative analysis. Proposals should be straightforward and provide "layman" explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. Limit the Proposal to 30 pages.

All proposals shall be submitted on standard 8.5" by 11" paper, three-hole punched and secured in binder clips. All pages should be numbered and identified sequentially by section. Response items must be indexed in the following order with individual tabs:

A. Cover Letter:

Proposal must be accompanied by a cover letter, signed by an individual authorized to bind the proposing entity. An unsigned proposal is grounds for rejection. The cover letter should include an introduction of the firm and summary statement of professional qualifications.

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B. Company Data:

Please submit the following information for the Proposer:

1. Official name and address.
2. Name, address, and telephone number of the Proposer's primary point of contact.
3. Indicate what type of entity (corporation, company, joint venture etc). Please enclose a copy of the Joint Venture Agreement if entity is a joint venture.
4. Federal Employer I.D. Number.
5. The address, telephone numbers and authorized email addresses of each of your firm's locations.
6. A detailed statement indicating whether Proposer is totally or partially owned by another business organization or individual.
7. Number of years Proposer has been in business under the present business name.
8. Number of years of experience the Proposer has had in providing required, equivalent, or related services.
9. All comparable contracts entered into during the last five (5) years, completed or not. Please indicate:
 - Year started and completed
 - Proposer's Scope of Work
 - Client or Agency Name
 - Project Description
 - Project Manager
 - Developer of project
 - Cost of construction, if any
 - Size of project
10. Any failures or refusals to complete a contract and explanation.
11. Individuals/Firms who own an interest of 10% or greater in the proposing firm.
12. Financial interests in other lines of business.
13. Litigation/Adverse Judgement History. Provide a list of all litigation (including all complaints or responses to complaints) filed against the Proposer and any proposed Principal/Project Manager within the last 5 years only, related to performance of a professional services agreement or participation on a project. Provide the date that the complaint was filed, the name of the plaintiff(s), the nature of the litigation and list the causes of action set forth in the complaint, the amount of damages and relief asserted, the project name, describe the role of the Proposer and any proposed Principal/Project Manager in the project, provide the names of the parties involved, status of the case, and a summary of the dispute resolution and/or outcome (including current status for any unresolved litigation) (e.g., trial/judgement, arbitration/mediation, settlement, etc.).

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14. Termination of Contract "For Cause" History. Describe the conditions or circumstances surrounding any professional services agreement or other services contract (or portion thereof) entered into by the Proposer and any proposed Principal/Project Manager within the last 5 years only that was terminated for cause or which required completion by another party. Describe the reasons for termination, the reasons specified by the client/owner for any such termination, whether the Proposer and proposed Principal/Project Manager disputed the client/owner's position and/or the stated justification for terminating for cause, as well as the dispute resolution and/or outcome of the dispute (including the current status for any unresolved notice of termination for cause).

C. Resumes and Qualifications of Personnel:

The Proposer shall furnish a personnel staffing plan with sufficient information for judging the quality and competence of the personnel dedicated to the project. In its assessment of the proposal, City will place considerable emphasis on the commitment by the Proposer to provide qualified personnel for the professional services being considered. The Proposer shall furnish resumes in outline form for the key personnel assigned and committed to this account (i.e. Principal and/or Project Manager). Proposer shall also include the number and type of additional support personnel who will be providing services.

Minimum Resume Contents:

Name, Position (Include length of time with this firm in the current position and any other positions held within the firm), Education (Show degrees earned and certifications, school and year of completion. Exclude company courses or information that is not relevant to the person's functional job duties), Summary of Experience (In chronological order, most recent date first, summarize experience as it relates to the proposed Scope of Work. Please include a listing of all projects with a brief description of each. Additional detail and information may be requested of finalists). Separately, please include a complete list of all previous and current clients. Professional Memberships/Registrations

D: Organizational Chart:

Proposer shall include an organizational chart that reflects titles of key staff and management contacts of each individual assigned to provide services under this Proposal. It is the City's requirement that key personnel identified in the Organizational Chart remain during the term of the agreement. The Proposer shall note concurrence on the restrictions to changes in key personnel. A transition plan shall be presented in this section in the event there are proposed changes in key personnel during the term of the

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agreement that are outside of the consulting firm's control or if the City requests such change.

E: References:

Proposer must provide three (3) references for whom Proposer has provided similar services of the nature and scope as set forth in the RFP within the last five (5) years. Include name of agency, name of contact person, telephone number of contact person, and description of services provided.

F: Project Understanding, Overview and Approach:

- Understanding: Proposer must clearly demonstrate in this section an understanding of the tasks outlined in Section IV of this Request for Proposals.
- Approach: Proposer must include in this section its detailed approach to providing those services described in Section IV of this RFP (including all optional tasks) that the Proposer proposes to provide.
- Proposer must identify the services proposed to be provided in response to the Scope of Services. Proposer must note any services not provided by the Proposer.
- Project Management: The City's Assistant City Manager/Public Services Director will serve as a dedicated project manager that will act as the single point of contact and as the contract officer for these services. Additional project oversight will be provided by the City Manager. Proposals should describe the Proposer's approach to project management which ensures coordination with the City's contract officer and a commitment to the project schedule.
- Proposer shall list any resources, City assistance or other items expected to be provided by City in connection with the delivery of these services.
- Proposer may additionally itemize those services which are further recommended or optionally provided but are not noted in the aforementioned paragraphs as requirements. Proposer will title this section as ADDITIONAL SERVICES.
- Project Controls: Describe the Proposer's ability to control costs and provide accurate and timely invoices through internal control measures; to monitor and stay within budget; to monitor schedule and review times and describe the techniques used to complete projects within the proposed time frames.
- Quality Control/Quality Assurance (QA/QC): Describe the firm's QA/QC processes that will be adhered to during the term of the agreement. Describe the method of ensuring accuracy and an overall high quality of work.

G: Schedule:

Proposer must include in this section a detailed overall project schedule for each task and subtask illustrating critical path items, deliverables, and City review times. The schedule should include specific timeframes for deliverables, staff review, and City Council presentations.

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H: Communication Plan:

Proposer must describe the method(s) of communication and how frequently the firm proposes to keep City staff informed of their progress on any given tasks.

I: Compensation/Payment Schedule:

Proposer is required to submit their cost proposal in the format as outlined in Section V. The Compensation shall be submitted in a separate sealed envelope containing the Fee Proposal.

J: Certificate of Insurance:

Proposer shall demonstrate the willingness and ability to submit proof of the required insurance coverage (Attachment 2) set forth in the *Sample Draft Professional Services Agreement* (Attachment 4) prior to execution of the contract.

K: Certification of Proposal:

Proposer is required to sign and submit the Certification of Proposal in Attachment 3.

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SECTION III

PROPOSAL EVALUATION AND SELECTION

An Evaluation Committee will be established by the City. The Committee may be comprised of City staff or other personnel as determined by the City Manager and will evaluate all proposals received in accordance with Section 3-08.150 of the LHMC. The City reserves the right to establish criteria and weight factors. The City shall not be obligated to accept the lowest priced proposal, but the City will make an award in the best interests of the City after all factors are considered, including, but not limited to, the demonstrated competence, experience and professional qualifications of the Proposer.

Selection of qualified proposers will be based on the following criteria as set forth herein. Criteria are listed in random sequence and are not considered in any rank or order of importance. The proposal will be evaluated by the Evaluation Committee on the basis of the response to all requirements of this RFP.

1. Experience of the firm, particularly of staff assigned to provide the requested services
2. Demonstrated understanding of the service needs outlined in this RFP
3. Successful delivery of similar services
4. Location of firm and availability of staff assigned to City
5. Quality of references
6. Proposed costs
7. Content, quality, completeness and form of submitted proposal
8. Interviews

Following evaluation of written proposals, the Committee may hold interviews with the most qualified respondents. The City intends to enter into non-exclusive multi-year Professional Services Agreements on an on-call basis with multiple, qualified Civil Engineering firms as deemed necessary to fulfill the City's needs.

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SECTION IV

SCOPE OF SERVICES

Services to be Provided:

Consultant shall provide all, or any combination, of the following services to the City of Laguna Hills upon issuance of a Task Order. Proposers are invited and encouraged to submit a full range of other additional or optional civil engineering, support, and related services and associated pricing therewith.

1. **Public Works Inspection.** Provide one Public Works Inspector with a minimum of 15 years of experience in public agency construction inspection. Inspector to be available to provide 16 to 20 hours per week of general inspection services for Encroachment Permits, Public Works construction, and related work for 52 weeks per year. Work hours will generally be from 7:00 am to 11:00 am Monday to Friday or as mutually agreed. To the extent the Encroachment Permit work justifies and exceeds these work hours, additional hours of work will be provided.
2. **Capital Improvement Project inspection.** Provide experienced public agency construction inspectors, as needed, for a variety of Public Works, Street Maintenance, Landscape Construction, Traffic Signal Construction, Storm Drain Construction and similar construction inspection services. Assume the duration of work is 60 working days.
3. **Construction Management.** Provide experienced construction managers for Capital Improvement Projects sufficient to carry out the City's multi-year Capital Improvement Program in accordance with the approved City Budget. Consultant is advised that City staff provides Construction Management for most, if not all, Capital Improvement Projects. However, this service is to be made available as determined needed by the City. Assume this service is part time for a period of 60 working days.
4. **Pavement Management Plan Updates.** Provide the biennial update of the City's pavement conditions including field work and reporting in accordance with the OCTA Measure M2 requirements consistent with the City's MicroPaver database. Develop budget scenarios for City maintenance budgets. Upload the outcome of the update of the Pavement Management Plan onto the City's ESRI based GIS system layer for pavement conditions. Prepare a written report meeting the City's requirements and that of OCTA by due dates issued by OCTA. Annually, update the City's maintenance history with the MicroPaver program.
5. **Engineering Plan Check.** Provide plan checking to include subdivision maps, improvement plans, grading plans, storm water quality plans and traffic control

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plans. Assume plan check services will be requested up to ten times per year and each plan check will consist of one set of plans of ten sheets being checked for three cycles of plan check.

6. **Stormwater Program Support.** Provide assistance with management of the City's Stormwater program to include reporting and field inspection services to meet NPDES requirements of both the SARWQCB and SDRWQCB. Assume 80 person-hours per year of support.
7. **Geographic Information System.** Provide support of the City's ESRI based GIS include data layer management and technical operational assistance. Assume monthly system review, maintenance of existing data layers and propose on creation of new data layers.
8. **Civil Engineering Design Services.** Provide design services for the preparation of plans, specifications and estimates for Capital Improvement Projects including, but not limited to, street maintenance, street improvements, street widening, grading, erosion control, traffic control and related improvements. Provide a general estimate of services to be provided for a typical project.

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SECTION V
SCHEDULE OF COMPENSATION/FEES

Compensation will be provided in accordance with Section 2 of the Sample Professional Agreement (Attachment 4). Compensation will be made at the fees and schedule contained in the Proposer's Proposal/Scope of Work and subject to a Maximum Contract Amount as agreed upon by Proposer and City. In order to facilitate comparison of proposals, the City requires all compensation proposals to be submitted in the format below based on the tasks and sub tasks (including optional tasks) as noted in the Scope of Services above. For each of the tasks noted in Section IV that the proposer intends to offer as services, the Proposer shall list the hourly rate schedule and specific not to exceed amounts for typical services for each task and the total cost for the entire proposal. Specific cost estimates must include:

1. The total number of proposed billed hours by each individual
2. Estimate and description of maximum reimbursable expenses by each individual
3. The hourly rate of each individual
4. The maximum estimated number of billed hours per individual
5. Projected final cost per task

Proposers are required to include all costs for meeting attendance including travel time. The City will not separately reimburse Proposer for travel time or expenses to and from meetings or presentations.

Proposers may also list and discuss additional or optional services not listed in Section IV. Proposers are invited and encouraged to submit a full range of other additional or optional civil engineering, support, and related services and associated pricing therewith. The Compensation/Fees shall be submitted in a separate sealed envelope.

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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 _____ day of _____, 2019, at _____, California.

Signature of Authorized Representative

Name of Authorized Representative

Title of Authorized Representative

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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: _____
Name (Please Print or Type)

By: _____
Consultant's Signature & Title

Date: _____

This executed form must be submitted with proposal.

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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;

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

I) The proposal shall be valid for 180 days from May 29, 2019.

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

Executed this _____ day of _____, 2019, at _____, California.

Name of Proposer: _____

By: _____
(Authorized Signature)

Type Name: _____

Title: _____

Date: _____

City of Laguna Hills
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ATTACHMENT 4

SAMPLE DRAFT PROFESSIONAL SERVICES AGREEMENT

(Subject to Revision by City Upon Final Contract Award)

PROFESSIONAL SERVICES AGREEMENT
HR Green Pacific, Inc.

(On-Call Civil Engineering, Project Management, and Support Services)

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter "Agreement") is made and entered into, to be effective this 1st day of July 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 HR GREEN PACIFIC, INC., a California corporation, (hereinafter referred to as "Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and are hereinafter collectively referred to as the "Parties."

RECITALS

A. City has determined that there is a need to retain the professional services of a qualified, licensed civil engineering firm to provide as-needed civil engineering consulting services, including public works engineering, project management, capital improvement project delivery, engineering plan review, as well to provide the City with other as-needed engineering, project management and support services, that may be required on an on-call basis (the "Project").

B. In response to City's formal Request for Proposals ("RFP"), dated May 3, 2019, Consultant has submitted to City a proposal, dated May 29, 2019, to provide professional on-call civil engineering, project management, and support 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, specialized equipment, or technical expertise able to perform the work or services contracted for herein.

D. City desires to retain Consultant to provide such professional services for the Project.

NOW, THEREFORE, in consideration of the promises and mutual obligations, covenants, and conditions contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. SERVICES OF CONSULTANT

1.1 Scope of Services and Standard of Performance. In compliance with all terms and conditions of this Agreement, Consultant agrees to provide and perform the on-call civil engineering, project management, and support services to City for the Project as set forth in the

Consultant's Proposal/Scope of Work, dated May 29, 2019, and as set forth in City's Request for Proposals ("RFP")/Scope of Services, dated May 3, 2019, which are attached hereto as Exhibit "A" and Exhibit "B", respectively, and are 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; (2) the Consultant's signed, original Proposal/Scope of Work dated May 29, 2019 ("Consultant's Proposal") and submitted to City; and, (3) the City's Request for Proposals ("RFP")/Scope of Services, dated May 3, 2019, which shall all be referred to collectively hereinafter as the "Contract Documents." The Consultant's Proposal and the City's Request for Proposals, which are both attached hereto as Exhibits "A" and "B," respectively, are hereby incorporated by reference and are made a part of this Agreement. All provisions of this Agreement, the Consultant's Proposal, and the City's Request for Proposals 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; (2nd) the provisions of the City's Request for Proposals (Exhibit "B"); and (3rd) the provisions of the Consultant's Proposal (Exhibit "A").

1.3 Compliance with Law. Consultant shall comply at all times during the term of this Agreement with all applicable federal, state, and local laws, statutes, and ordinances and all lawful orders, rules, and regulations promulgated thereunder, including without limitation all applicable fair labor standards and Cal/OSHA requirements. Consultant shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of the Work and Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with performing the Work and Services. If Consultant performs any Work or Services in violation of such laws, rules, and regulations, Consultant shall be solely responsible for all penalties and costs arising therefrom. Consultant shall defend, indemnify, and hold City, its officials, officers, employees, agents and volunteers, free and harmless from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules, or regulations.

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

1.5 Familiarity with Work. By executing this Agreement, Consultant represents and warrants that it (a) has thoroughly investigated and considered the Scope of Work or Services to be performed, (b) has carefully considered how the Services should be performed and has carefully examined the location or locations at or with respect to where such Services or Work is to be performed, and (c) fully understands the facilities, difficulties, and restrictions attending performance of the Services under this Agreement. If the Services involve work upon any site, Consultant represents and maintains that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of any Services hereunder. Should the Consultant discover any latent or unknown conditions that will materially affect the performance of the Services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the City.

1.6 Care of Work. Consultant shall adopt reasonable methods during the term of the Agreement to furnish continuous protection to the Work and the equipment, materials, papers, documents, plans, studies, and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the Work by the City, except such losses or damages as may be caused by City's own negligence.

1.7 Further Responsibilities of Parties. Both Parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both Parties agree to act in good faith to execute all instruments, prepare all documents, and take all actions as may be reasonably necessary to carry out the purposes of this Agreement.

1.8 Additional Services. City shall have the right at any time during the performance of the Services, without invalidating this Agreement, to order extra work beyond that specified in Contractor's Proposal/Scope of Work (Exhibit "A") or in City's Request for Proposals/Scope of Services ("RFP")/ (Exhibit "B"), or make changes by altering, adding to, or deducting from such Work. No such extra work may be undertaken unless a written order is first given by the City to the Consultant, incorporating therein any adjustment in (i) the Maximum Contract Amount or in the Maximum Annual Contract Amount, as defined below, and/or (ii) the time to perform this Agreement, which adjustments are subject to the written approval of the Consultant. It is

expressly understood by Consultant that the provisions of this section shall not apply to the Work and Services specifically set forth in the Scope of Services or reasonably contemplated therein, regardless of whether the time or materials required to complete any Work or Service identified in the Scope of Services exceeds any time or material amounts or estimates provided therein.

1.9 Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other contractors, consultants, or vendors for services similar to the services that are the subject of this Agreement. Consultant further acknowledges that City may have its own employees perform services similar to the services that are the subject of this Agreement.

2. COMPENSATION

2.1 Maximum Contract Amount. For the Services and Work rendered pursuant to this Agreement, Consultant shall be compensated by City for the services performed, including authorized reimbursements, on a time and materials basis in accordance with the professional hourly rates, charges, and/or unit prices set forth in the Schedule of Compensation/Fees, which is attached hereto as Exhibit "A" and is incorporated herein by reference, but not exceeding the total maximum contract amount of Five Hundred Thousand Dollars (\$500,000.00) (hereinafter referred to as the "Maximum Contract Amount"), which sum shall not exceed One Hundred Thousand Dollars (\$100,000.00) per Fiscal Year during the term of this Agreement (hereinafter referred to as the "Maximum Annual Contract Amount"). Compensation shall be payable according to the fees and at the rates, charges, and/or unit prices set forth in Exhibit "A" attached hereto. Compensation for necessary expenditures for reproduction costs, telephone expenses, and transportation expenses must be approved in advance by the Contract Officer designated pursuant to Section 4.2 and will only be approved if such expenses are also specified in the Schedule of Compensation/Fees. The Maximum Contract Amount shall include the attendance of Contractor at all Project meetings deemed reasonably necessary by the City. Contractor shall not be entitled to any increase in the Maximum Contract Amount for attending these meetings. The maximum amount of City's payment obligation under this Agreement is the amount specified in this section.

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

2.3 Optional CPI Adjustment. The fees, rates, and/or unit prices set forth in Consultant's Proposal (Exhibit "A") shall remain fixed and unchanged for the first two years of the term of this Agreement (i.e., from July 1, 2019 through June 30, 2021). Thereafter, Consultant may submit a request to adjust its fees, rates, and/or unit prices once per year during

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

2.4 Changes in Scope. In the event any change or changes in the Scope of Services is requested by the City, the Parties shall execute a written amendment to this Agreement, setting forth with particularity all terms of such amendment, including, but not limited to, any additional professional fees. An amendment may be entered into: (a) to provide for revisions or modifications to documents or other work product or work when documents or other work product or work is required by the enactment or revision of law subsequent to the preparation of any documents, other work product, or work; and/or (b) to provide for additional services not included in this Agreement or not customarily furnished in accordance with generally accepted practice in Consultant's profession.

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

3. SCHEDULE OF PERFORMANCE

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

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

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the Services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant (financial inability excepted), including, but not limited to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, and/or acts of any governmental agency, including the City, if Consultant, within ten (10) days of the commencement of such delay, notifies the City Manager in writing of the causes of the delay. The City Manager shall ascertain

the facts and the extent of delay, and extend the time for performing the Services for the period of the enforced delay when and if in the judgment of the City Manager such delay is justified. The City Manager's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this section.

3.4 Term. Unless earlier terminated as provided elsewhere in this Agreement, this Agreement shall commence upon the effective date of this Agreement and shall continue in full force and effect for a period of five (5) years, commencing on July 1, 2019 and ending on June 30, 2024 ("Initial Term"). The City shall have the unilateral option, at its sole discretion, to renew and extend the term of this Agreement for no more than one additional three (3) year term under the same terms and conditions ("Renewal Option").

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

4. COORDINATION OF WORK

4.1 Representative of Consultant. The following principal of Consultant is hereby designated as being the principal and representative of Consultant authorized to act in its behalf with respect to the Services to be performed under this Agreement and to make all decisions in connection therewith: **George A. Wentz, P.E., 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 or 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:

<u>To City:</u>	City of Laguna Hills Attention: City Manager 24035 El Toro Road Laguna Hills, California 92653 Telephone: (949) 707-2600 Facsimile: (949) 707-2633
<u>To Consultant:</u>	HR Green Pacific, Inc. Attention: George A. Wentz, P.E., Vice President 1260 Corona Pointe Court, Suite 305 Corona, California 92879 Telephone: (800) 900-4792 Facsimile: (855) 641-5877

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 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”). Consultant agrees to fully comply with all applicable federal and state labor laws (including, without limitation, if applicable, the Prevailing Wage Laws). It is agreed by the Parties that, in connection with the Work or Services provided pursuant to this Agreement, Consultant shall bear all risks of payment or non-payment of prevailing wages under California law, and Consultant hereby agrees to 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.

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

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have executed and entered into this Agreement as of the date first written above.

“CITY”
City of Laguna Hills,
 a California municipal corporation

 DON SEDGWICK,
 Mayor

ATTEST:

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

APPROVED AS TO FORM:

 GREGORY E. SIMONIAN,
 City Attorney

“CONSULTANT”
HR Green Pacific, Inc., a California
 corporation

By: _____
 George A. Wentz, P.E.
 Vice President

By: _____
 Michelle A. Byard,
 Chief Financial Officer

EXHIBIT “A”

CONSULTANT’S PROPOSAL/ SCOPE OF WORK

DATED: May 29, 2019

SCOPE OF WORK FOR PROJECT

INCLUDING,

SCHEDULE OF PERFORMANCE

AND

SCHEDULE OF COMPENSATION/ FEES

SUBMITTED BY



MAY 29, 2019

ON CALL CIVIL ENGINEERING CONSULTING SERVICES



Proposal For
THE CITY OF LAGUNA HILLS

HR Green Pacific, Inc.
855.900.4742
gwentz@hrgreen.com



▷ 1260 Corona Pointe Court | Suite 305 | Corona, CA 92879
Main 855.900.4742 + Fax 855.641.5877

▷ HRGREEN.COM

5/29/19

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

A. Cover Letter

Re: RFP On-Call Civil Engineering Consulting Services

Dear Mr. Rosenfield,

To assist you with implementing your public works projects, the City of Laguna Hills needs to be confident that the firms selected for various Consultant Services Categories provide highly responsive, well-planned, and quality services in the most cost-effective manner possible. **HR Green Pacific, Inc. (HR Green)** has proven to be a sound choice for Laguna Hills. Our staff members offer a successful municipal consulting track record, particularly with Laguna Hills and other local agencies, including the provision of staff augmentation, inspection, civil engineering and construction management services. Our proposed key staff have served the City of Laguna Hills in various capacities for 25+ years and have been working closely with your staff since the City's Incorporation in 1991. We share your vision to deliver additional value-added services that will yield innovative, yet practical, solutions and promote cost-effective and timely project delivery to your residents.

▷ **Recognized Leader in Understanding What Communities Need to Work Efficiently.**

Recognized as a leader in understanding and acting upon complex municipal issues, our staff members have served public agencies for over 30 years. We do it better than anyone else, with a proven team of Orange County-based professionals, technical knowledge, and support personnel, each with practical experience and understanding of municipal operations, tailored to serve your needs. Highly accomplished in all phases of municipal administration management, our seasoned professionals will seamlessly interface with your staff, constituents, and agency stakeholders to produce positive results.

▷ **Continuity Ensures Delivering Streamlined Projects and Satisfied Clients.**

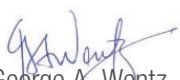
Since incorporation of the City, **HR Green** team members and the City of Laguna Hills have enjoyed a successful partnership. Within the past 25+ years key members of our team have provided Interim City Engineer, Plan Check, Map Check, Construction Management/Inspection and Stormwater Quality services to Laguna Hills. Our direct experience with the City since its incorporation and knowledge of your community will prove invaluable. The bottom line is you know the quality of our work and that we are invested in the success of your City. Plus, with our team, there will be no learning curve – we already know your priorities and goals.

▷ **Technical Proficiency/Innovative Solutions to Deliver Quality & Streamline Processes.**

Leveraging an unparalleled depth of consulting expertise, innovative thinking, best practices, and leading-edge technologies, we will deliver services that save you time and money, and enhance operations. Our staff will implement proven processes to maximize the City's return on investment.

Sincerely,

HR GREEN PACIFIC, INC


George A. Wentz, PE
Vice President


Roy F. Stephenson, PE
Principal-in-Charge



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B. COMPANY DATA:

1. **Official name and address:**
HR GREEN PACIFIC, INC.
 1260 Corona Pointe Court, Suite 305
 Corona, CA 92879
2. **Name, address, and telephone number of the Proposer's primary point of contact:**
GEORGE WENTZ, PE
 Vice President, HR Green Pacific, Inc.
 1260 Corona Pointe Court, Suite 305
 Corona, CA 92879
 855.900.4742
3. **Indicate what type of entity (corporation, company, joint venture etc):**
 Corporation
4. **Federal Employer I.D. Number:**
 82-1518456
5. **The address, telephone numbers and authorized email addresses of each of your firm's locations:**
 1260 Corona Pointe Court, Suite 305
 Corona, CA 92879 | 855.900.4742
 gwentz@hrgreen.com
6. **A detailed statement indicating whether Proposer is totally or partially owned by another business organization or individual:**
 HR Green Pacific, Inc. is a wholly owned subsidiary of Green Companies Inc. (100%)
7. **Number of years Proposer has been in business under the present business name:**
 Green Companies, Inc. has been in business for over 106 years and has been doing business in California since 2004. We have been operating as HR Green Pacific, Inc. for 1 year.
8. **Number of years of experience the Proposer has had in providing required, equivalent, or related services:**
 Green Companies, Inc. has been providing related services on a national for 106 years. HR Green has delivered equivalent projects and related services in Southern California for 8 years.
9. **All comparable contracts entered into during the last five (5) years, completed or not:**
 See following page for details
10. **Any failures or refusals to complete a contract and explanation:**
 HR Green Pacific, Inc. has never failed to complete a contract.
11. **Individuals/Firms who own an interest of 10% or greater in the proposing firm:**
 Green Companies, Inc. owns 100% of HR Green Pacific, Inc.
12. **Financial interests in other lines of business:**
 Exclusively serves public agencies, so no conflict of interest.
13. **Litigation/Adverse Judgement History:**
 HR Green Pacific, Inc. has never been involved in any legal judgements or litigation.
14. **Termination of Contract "For Cause" History :**
 HR Green Pacific, Inc. has never had a contract terminated.

9. All comparable contracts entered into during the past 5 years



HR Green has worked with a wide array of developers throughout Southern California including; **Pulte Group, Meritage, Standard Pacific, Shea Homes, Erickson-Hall, Sea Country Group, Tri-Pointe, and Meritage.**

	Start/ Complete	Project Manager	Annual Cost/Fee	Size	Public Works / CIP Inspection	Construction Management	Pavement Management	Engineering Plan Check	Stormwater Program Support	GIS Support	Civil Engineering Design
City of Laguna Hills	2014 - Ongoing	George Wentz, PE	\$108,594		■	■	■	■	■		■
County of Orange	2012 - Ongoing	Roy Stephenson, PE	\$427,532	23,000 acres	■	■	■	■			
City of Laguna Niguel	2013 - Ongoing	Rob Olson	\$6,714					■			
City of Anaheim	2015 - 2017	Tina York, PE	\$5664					■			
City of Placentia	2013 - Ongoing	Roy Stephenson, PE	\$42,425		■	■	■	■	■		
City of Yorba Linda	2013	George Wentz, PE	\$36,390		■	■	■	■			
City of Azusa	2015 - 2018	Mike Myers, PE	\$9,128		■	■	■	■			■
City of Rolling Hills Estates	2017 - Ongoing	Mike Myers, PE	\$101,865		■	■	■				■
City of Palos Verdes Estates	2015 - Ongoing	George Wentz, PE	\$994,935		■	■	■	■			■
City of Jurupa Valley	2011 - Ongoing	George Wentz, PE	\$9,000,000		■	■	■	■	■	■	■
City of San Gabriel	2016 - Ongoing	Steve Loriso, PE QSD/QSP	\$4,464		■	■		■			
City of Pomona	2015 - Ongoing	Steve Loriso, PE QSD/QSP	\$201,316		■	■	■	■			■
City of Coachella	2018 - Ongoing	Tim Jonasson, PE	\$27,386		■	■					
City of Grand Terrace	2017	Tim Jonasson, PE	\$27,386		■	■					
City of Lake Elsinore	2015 - 2016	Jim Smith, PE	\$228,869		■	■	■	■			
City of Claremont	2016 - Ongoing	Steve Loriso, PE QSD/QSP	\$4,110		■	■		■			
City of Moreno Valley	2014 - Ongoing	Tina York, PE	\$92,198		■	■	■	■			
City of La Quinta	2013 - Ongoing	Tina York, PE	\$26,462		■	■		■			
City of Corona	2016 - Ongoing	Jim Smith, PE	\$68,598		■	■		■			

C. Resumes & Qualifications of Personnel:

ROY STEPHENSON, PE

Principal-In-Charge

REGISTRATION:

Civil Engineer, CA #20354

YEARS WITH HR GREEN: 8

Roy is a proven consensus builder on projects that include both the public and private sectors. Many of these projects start with identified problems with no immediate solutions. His role in working with federal, local state and regional agencies has contributed significantly to finding solutions to these issues. Some of his efforts include the Orange County toll road agency, the Orangethorpe Rail Corridor Consortium, and the Imperial Highway SMART Street project.

SUMMARY OF EXPERIENCE

City of Jurupa Valley, CA. Public Works Director/City Engineer responsible for managing the City's CIP, consisting of \$6 million in road projects and \$10 million in flood control improvements, as well as development review, maintenance, water quality, permitting, traffic, and inspection. Oversaw procurement of \$4+ million in grant funding for infrastructure improvements. Represented City in coordinating RCTD \$17 million Clay Street Grade Separation.

City of Pomona CA. Public Works Director/City Engineer responsible for serving as Program Manager to organize, manage, and implement the City's \$80 million Capital Improvement Program. A major project was the \$2 million Mission Avenue Street Rehabilitation and Streetscape Enhancement project, which included street reconstruction, resurfacing, intersection enhancement, and new street trees along the corridor.

GARY YEO

Project Manager, Construction Management & Inspection

EDUCATION:

MS, Project Management

BS, Civil Engineering

YEARS WITH HR GREEN: 1

Gary has managed CIP programs up to \$600 million and projects up to \$3.4 billion and served in various roles, such as Program and Construction Manager and Senior Project Controls Manager to cities, transportation agencies, school districts, ports, and airports. He has personally managed over 45 CIP projects and been a valuable member of another six mega projects.

SUMMARY OF EXPERIENCE

City of Fontana CIP Project & Construction Management - Managed projects that included roadway building, storm utilities and intersection work.

30+ Southern California Cities CIP Project & Construction Management - Director of Program Management / Construction Manager coordinating teams of 25+ program and construction management, professional engineers and inspectors on 110+ public projects for 30+ public agencies. This has included \$80+ million in miscellaneous CIP projects for the Cities of Coachella, Jurupa Valley, Grand Terrace, Corona, Laguna Hills, Carson, Torrance and Palos Verdes Estates. Has also managed the planning and construction of four parks (\$12 million); \$15 million in parking structures, four fire stations and one police station, multiple civil centers/city halls and community center; transportation projects, infrastructure, and utilities. Worked with boards and city councils, public works departments and city engineers to translate policy direction and realized the vision. Managed planners, architects, engineers, contractors, move management, and procurement to successfully complete project on time, within budget, and claim free.

MIKE MYERS, PE**Pavement Management****EDUCATION:**

BS, Civil Engineering

REGISTRATION:

Registered Civil Engineer, CA, #30702

YEARS WITH HR GREEN: 8

Mike has 40 years of public sector engineering experience. He possesses extensive design engineering and construction management knowledge of roads, structures, and ancillary infrastructure (drainage, wet/dry utilities, etc.). He has served as Deputy City Engineer for the City of Jurupa Valley and handled a broad range of municipal consulting services (federal grant funding, design, CIP management, plan review, assessment engineering, and construction management) for the Cities of Rancho Palos Verdes, Azusa, Palos Verdes Estates, Diamond Bar, Apple Valley, San Dimas, Hidden Hills, and Moorpark. He has expertise in all aspects of pavement maintenance and rehabilitation/strategies, designing and managing the construction of numerous pavement rehabilitation projects for Southern California agencies. These projects incorporated more cost-effective strategies (ARAM, GIR, and FDR-C)) and were delivered within schedule and under budget. He has prepared a design manual for the low impact development (LID) streets and has delivered 100+ street projects for Southern California public agencies.

SUMMARY OF EXPERIENCE

Citywide Street Rehabilitation, City of Jurupa Valley, CA. Consultant Project Manager responsible for full range of CIP project and design management. Has managed the design of 20+ pavement rehabilitation projects, using cost-effective rehabilitation techniques and recyclable materials, facilitated MOU with UPRR for encroachment permit issuance for \$17 million Clay Street Grade Separation; and design oversight/construction management of drainage, water, sewer, and roadway widening projects citywide, coordinating with County agencies and other stakeholders.

Citywide Street Rehabilitation, City of Palos Verdes Estates, CA. Senior Engineer overseeing the design, plan review, and construction management of CIP projects involving street improvements, pavement rehabilitation (slurry seal, PCC, and ARHM), drainage, water quality, and

utility projects.

Street Rehabilitation, City of Rolling Hills Estates, CA. Design management of pavement resurfacing on six (6) street segments (\$1.6 million construction bid). Repair design strategies were based on the Pavement Management System (PMS) Update and involved ARHM as the programmed overlay material (except in cul-de-sac bulbs).

On-Call Engineering, City of Azusa, CA. Principal-in-Charge responsible for on-call engineering services. Task orders have involved the design of a city parking lot, project management support for a citywide \$5+ million Traffic Management System, and road design.

TINA YORK, PE**Plan Check****EDUCATION:**

BS, Civil Engineering

REGISTRATION:

Registered Civil Engineer, CA, #46367

YEARS WITH HR GREEN: 7

Tina has 25+ years of experience focusing on civil plan review, project management, civil engineering, site grading and drainage design, and review of hydrology and hydraulics studies. She has also performed construction inspection for municipalities. Having overseen plan review services for 30+ agencies, she has customized plan review reports and tracking logs, checklists, and budgetary worksheets for tracking project costs. Tina has also managed a web-based plan check tracking system to give agency staff 24/7 project status and implemented electronic plan checking to enhance communication, reduce review times, and save money. She is proficient using various software applications.

SUMMARY OF EXPERIENCE

Engineering Plan Review, City of Rancho Santa Margarita, CA. Principal responsible for the overseeing the development review and processing of citywide projects. Plans included grading of raw land parcels; land development plan review included grading of building sites, street improvement geometrics and pavement structural sections, hydrology and hydraulic calculations for proper drainage of local and collector streets and complete review of all infrastructure and serving utilities.

Plan Review of Land Development Plans, Cities of Anaheim, Mission Viejo, and San Clemente, CA. Project Manager overseeing map check and plan review of roadway and storm drain improvements, grading plans, and final maps. Plans have ranged in size from single parcel commercial developments to multi-family subdivisions.

On-Call Engineering Plan Review, City of La Quinta, CA. Project Engineer/Manager responsible for overseeing the development review and processing of citywide projects.

BOB MAKOWSKI, QSP, CPESC, CESSWI

Storm Water Quality Management

EDUCATION / CERTIFICATION

- ▷ Certified Qualified SWPPP Practitioner, CA #24743
- ▷ Certified Erosion, Sediment, and Storm Water Inspector (CESSWI), #0242, EnviroCert International
- ▷ Certified Professional in Erosion and Sediment Control #5450, EnviroCert International
- ▷ Storm Water Program Manager Training, -County of Orange
- ▷ NPDES, AQMD and OSHA Trained

YEARS WITH HR GREEN: 4

Bob brings more than 10 years of comprehensive environmental management and water quality compliance for various cities and land developers. This includes managing all facets of NPDES and MS4 Permit Compliance, including plan review, documentation, inspection, report preparation, and audits.

SUMMARY OF EXPERIENCE

Water Quality Review, County of Orange; and Cities of Riverside, Banning, and Lake Elsinore, CA. Review of WQMPs, WPCPs, and SWPPPs for compliance with Regional and State Water Quality Control Board requirements associated with residential, commercial, and industrial developments.

NPDES Compliance Program Management, City of Placentia, CA. Environmental/Police Services Supervisor responsible for successfully managing the City's Water Quality Program. Spearheaded all City Capital Im-

provement Projects from inception to completion (established schedules and coordinated methods to meet target deadlines). Effectively performed all site inspections. Implemented continuous improvement strategies that facilitate cost effective solutions, saving the City a significant amount of money (implemented "green" initiatives). Provided effective training and leadership for new hires regarding code enforcement practices and procedures. Developed and coordinated fiscal budget preparation for the Code Enforcement Division and Environmental programs (monitored revenues and expenditures and prepared analysis reports and forecasts).

NPDES Compliance and Solid Waste/Recycling Program Management, City of Palos Verdes Estates, CA.

Provides NPDES Management services for affluent, coastal City on the peninsula of southern Los Angeles County. Oversees the WQMP, WPCP, and SWPPP process from planning to final construction, including conditions of approval, plan check, and BMP inspection. Responsible for providing input on water quality and environmental-related grant applications. Also, oversaw the City's solid waste/recycling program. Also, oversees the City's solid waste/recycling program, responsible for attending all related meetings, working with franchise haulers to ensure the contract with haulers is being executed appropriately, completing and submitting the Electronic Annual Report to CalRecycle, acting as jurisdictional liaison with CalRecycle, and representing the city during annual CalRecycle audit and site visit.

Water Quality Compliance, Corona and Fontana CA.

Manager of Environmental Compliance/Land Development Superintendent for Pulte Homes. Effectively performed all site inspections, overseeing all aspects of land development at a 100 acre master planned residential community (Pulte Homes). Successfully minimized risk by overseeing and providing training to field staff in NPDES, AQMD and OSHA procedures

STEVE LORISO, PE, QSD/QSP**Civil Engineering Design****EDUCATION:**

BS, Civil Engineering

REGISTRATION:

Registered Civil Engineer, CA, #64701

Qualified SWPPP Developer / Practitioner (QSD/QSP),
CA#00503**YEARS WITH HR GREEN: 4**

Steve has nearly 20 years of design, CIP program management, design management, plan review, NPDES/ water quality compliance, and construction management experience of municipal public improvement projects. Types of projects include roads, drainage, water, sewer, traffic, grading, and parking lots. He has served 20+ cities, including Pomona, Corona, Norco, Monrovia, Walnut, San Gabriel, Claremont, Chino, and Indio. Steve has managed the implementation of the Municipal Separate Storm Sewer System (MS4) Permit for various municipalities; performed review of compliance documents for private and public developments, and acted as the owner's representative and liaison between design teams and general contractors on facility and infrastructure construction projects.

SUMMARY OF EXPERIENCE

Municipal Engineering, City of Jurupa Valley, CA. Deputy City Engineer responsible for managing City's Capital Improvement budget, plan checking of land development projects, overseeing the design and construction of all capital projects, facilitating the MS4 Permit and stormwater quality compliance requirements, and grant writing/administration. Some design projects have involved improvements to arterials/corridors, and incorporation of Complete Streets elements. Coordinated the design and construction of Jurupa Community Services District \$60 million water and sewer CIP Program, comprised mostly of water and sewer pipeline (new and replacement) within the City right-of-way. Project Manager for design and construction of nearly \$750K worth of drainage improvements. The drainage improvements were necessary to protect private properties that continually experienced flooding. Since many of the areas that experience flooding throughout the City are rural with urbanized improvements, installing conventional drainage improvements (i.e., connection to existing drainage facilities, etc.) was not

feasible. Therefore, engineering creativity was employed by utilizing infiltration devices in order to mitigate the storm flows to a manageable and safe level.

Program Management, City of Pomona, CA.

Contract Program Manager for the City's Utility Services Department responsible for the design and construction of various sewer and water projects. Handled project analysis, RFP preparation and evaluation, project coordination, and City Council award and advertisement of bid packages.

South Campus Drive Improvement, City of Pomona, CA.

Project Manager for \$2.5 million street reconstruction project (Temple Avenue to Ridgeway Street). The existing roadway pavement, consisting of nearly 10 acres of asphalt surface, was originally designed for low traffic volumes, but had deteriorated due to the expanding adjacent California State University, Pomona which generated high traffic volumes. The project was rehabilitated utilizing a Full Depth Reclamation (FDR) pavement strategy.

Valley Boulevard Street Rehabilitation, City of Walnut, CA.

Project Manager for the design, construction management, contract administration, and labor compliance of approximately one mile of road reconstruction and widening, including removal and replacement of existing asphalt concrete pavement, construction of center median, curb, gutter, sidewalk, bus turnouts, and traffic signal improvements. Project required extensive coordination between the Cities of Walnut and Industry, and the County of Los Angeles.

CHASE KEYS, EIT**Graphic Information Systems****EDUCATION:**

BS, Civil Engineering

YEARS WITH HR GREEN: 5

Chase brings more than five years of experience processing permits, responding to public inquiries and utility concerns, reviewing various utility plans, and has utilized permitting and database software to track public works and development activity through a GIS interface. He has had multifaceted involvement with Engineering, Public Works, and Building and Safety Departments as well as NPDES compliance operations.

SUMMARY OF EXPERIENCE

Cities of Jurupa Valley, Lake Elsinore, Hemet, Beaumont, Rolling Hills Estates, Palos Verdes Estates and Azusa, CA. Assistant Engineer responsible for development of ArcGIS database in order to simplify encroachment permit inspection procedure and providing assistance in the preparation of the annual MS4 permittee

TAHER JALAI, PE**Traffic Engineering****EDUCATION:**

BS, Civil Engineering

MS, Civil Engineering

REGISTRATION:

Registered Civil Engineer, CA, #47437

YEARS WITH HR GREEN: 2

Taher has 32 years of experience, during which he managed and oversaw numerous traffic engineering and transportation planning projects. As Traffic Engineering Manager and Principal Traffic Engineer with the City of Anaheim, he had managed the design of numerous traffic engineering projects and managed the City's day-to-day traffic operations and programs, including operation and maintenance of 614 miles of streets striping and signing, with 3,620,000 daily vehicle miles of travel, over 300 traffic signals and 13 changeable message signs.

Taher was involved in the review and approval of traffic impact studies, ITS elements, transportation management plans, communication plans, traffic signals, pedestrian, bicycle, and vehicular access and circulation improvements for all capital projects in the City of Anaheim, including landmark projects such as the Anaheim Regional Transportation Intermodal Center (ARTIC), Disney's California Adventure, Anaheim Resort, GardenWalk, and Platinum Triangle. Taher was the lead for the City of Anaheim in the design and construction of rail safety improvements that resulted in the implementation of quiet zones at 14 rail crossings on rail subdivisions and an additional 8 rail crossings on BNSF railroad along Orangethorpe Avenue. He represented the City in Technical Advisory Committee meetings for numerous projects, including County's Urban Rail Network Definition Study, Regional Commuter Rail Expansion Program, and Caltrans' I-5, SR-57 and SR-91 freeway widening projects.

SUMMARY OF EXPERIENCE

Project Management, Orange County Transportation Authority, CA. Reviewed and provided written comments on the Project Study Report prepared for the Anaheim Canyon Rail Station expansion project. Prepared Co-operative Agreements between OCTA, the City of Anaheim and SCRRA. Prepared Fact Sheet, Independent Cost Estimate (ICE), and reviewed Purchase Requisition for PAVED and preliminary engineering consultant services. Participated in preparation of scope/schedule/fees for PAVED and preliminary engineering services.

Transportation Planning, City of Anaheim, CA. Participated in development and implementation of Road Diet strategies. Prepared grant funding application for pedestrian and bike lanes. Over 12 years 32 miles of bike lanes were added. Oversaw precise alignments for various roadways; citywide speed survey; plan check services for intersection and roadway widening projects; prepared Specifications and Special Provisions for state and federally funded projects; participated in development of Neighborhood Traffic Management Program, empowering citizens to address traffic calming issues; and managed Traffic Signal Improvement (SIP) program.

ROB OLSON**Traffic Engineering****EDUCATION:**

MS, Transportation Engineering

BA, Transportation Economics

YEARS WITH HR GREEN: 7

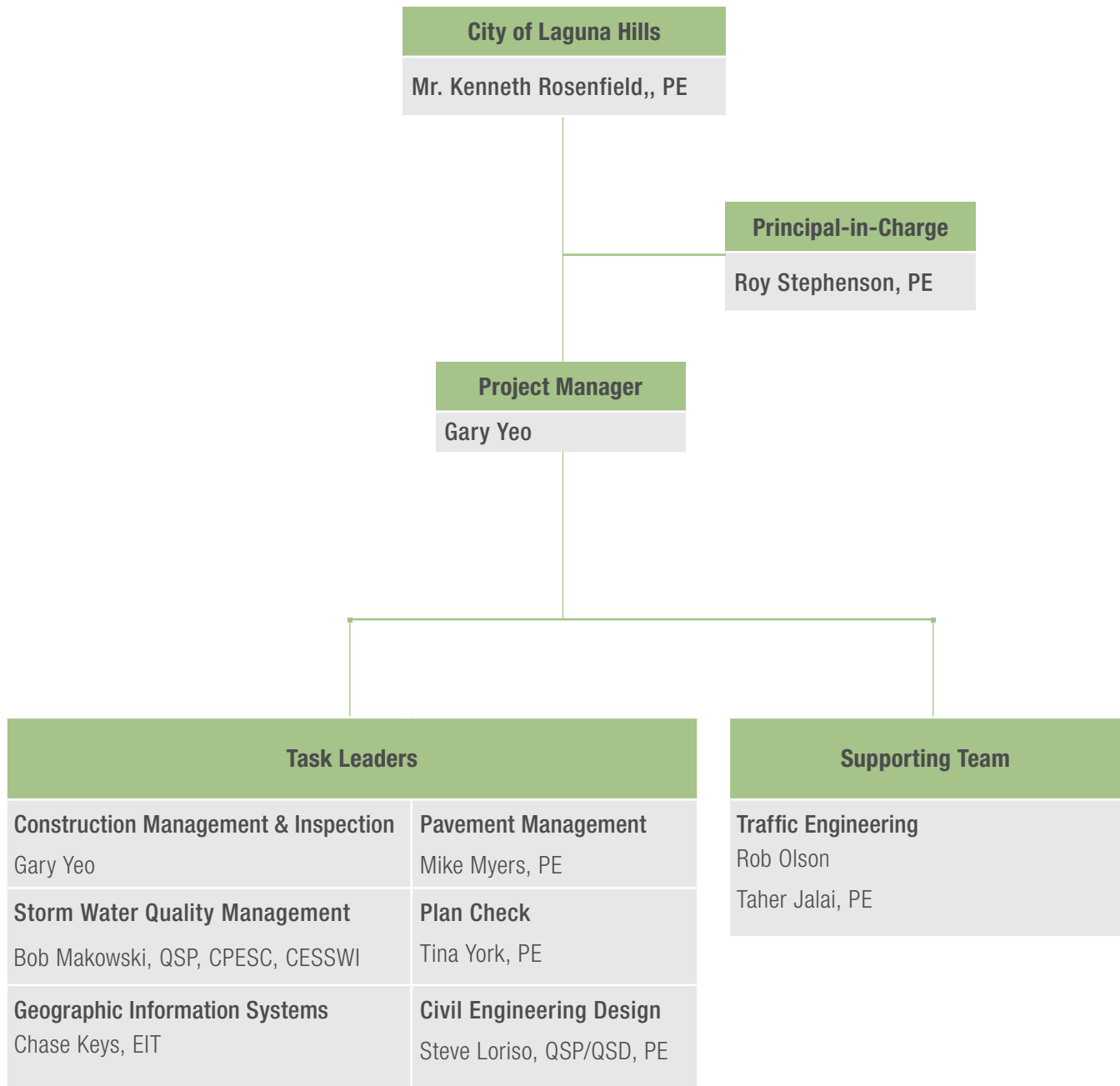
Rob has over 20 years of experience in transportation planning and traffic engineering. He has managed and participated in city-wide and area-wide transportation master plans, corridor planning studies, corridor accessibility and streetscape plans, traffic impact analyses for numerous development projects, bicycle and pedestrian master plans, neighborhood traffic management plans, parking plans for communities and private developments, and master plans for major event centers and developments. Rob often works with multi-disciplinary teams on projects requiring planning, utilization, and design analyses and the presentation of complex traffic and parking issues to agencies, community groups, and the general public. He has worked closely with both public and private sector clients on projects in urban areas that required plans incorporating design and operational solutions. Recent projects include traffic studies for project and area wide EIRs, on-call neighborhood traffic management plans and reviews, and traffic Impact and parking plans for communities and private developments.

SUMMARY OF EXPERIENCE

On-Call Traffic Impact Studies, City of Laguna Niguel, CA. Project Manager and lead Senior Traffic Engineer for the preparation of the traffic impact studies for projects in the Gateway Specific Plan Area and adjacent developments. The traffic studies are a direct follow-up of the Specific Plan previously effort completed for the City. Work included collection of traffic and parking data, review of the traffic analyses, preparation of the study documents, and presentation of the results to the City 's Planning Commission. Meet with City committees, staff, consultants and trail advocacy groups to discuss options and develop solutions.

Grade Separation Plan Check, City of Placentia/OCTA, CA. Plan Reviewer for traffic related plans and details associated with the \$70 million Lakeview Avenue and \$117 million Orangethorpe Avenue Grade Separation/Overcrossing projects as part of the award-winning \$400+ million Orange County Bridges Program.

D. Organizational Chart:



E. References

City of Jurupa Valley

Contact: Gary Thompson | Former City Manager
Phone: 949.433.3253

“HR Green has effective management processes in place to control costs and provide timely information regarding project progress. The City has no hesitation in recommending their services.”

Gary Thompson

Description of Services:

Construction Management & Inspection

Our inspectors have processed major developments (e.g., 2,000 units, commercial and industrial facilities) and an annual \$9 million CIP program comprised of road widening, Safe Routes to School, Active Transportation Program, drainage, SB1 funded pavement rehabilitation, and infrastructure improvements. Construction Management and Inspection duties included;

Construction of \$60 million of Jurupa Community Services District water and sewer pipelines through residential and arterial roadway right-of-way as well as channel and flood control facilities owned by the Riverside County Flood Control and Water Conservation District.

Inspection of water and sewer pipeline construction, drainage facilities, compliance with the MS4 Permit, and irrigation systems.

Inspection of public infrastructure and facilities, including utilities, water, sewer, landscaping, street widening, pavement rehabilitation, sidewalk, ADA curb ramps, recreational facilities, parks, sports fields, monumentation, traffic signals, signage, drainage, grading, encroachment permit, and mixed use developments.

Utilization of field inspection apps and tablets to provide real-time inspection reports and photo documentation to be downloaded to the City's permit and inspection software. Inspection staff also coordinate with special districts, Caltrans, flood control district, and regional transportation / water quality control board agencies on multi-jurisdictional projects.

Monitoring of construction compliance with the City's MS4 Permit as well as ongoing BMP compliance at industrial/commercial facilities.

Pavement Management

This multi-year program consisted of seven separate projects totaling approximately 35 centerline miles of local or collector streets. These projects generally included cold mill and overlay with some streets requiring full reconstruction. The scope of work also included:

Utility Coordination Our design staff held utility coordination meetings at the start of each project, inviting all affected utilities throughout the City. During the design phase, we continued to work with the impacted utilities throughout each project to avoid construction delays and utility cuts on newly paved streets.

Community We coordinated early and often with each affected school at the start of each project, meeting with each of the principals at project inception to ensure each impact was properly addressed. Construction was monitored by our inspectors on nights/weekends to avoid heavy impacts, as necessary.

Budget Each project was designed using GIS while utilizing existing aerial imagery rather than the traditional AutoCAD plans. Consequently, we were able to design the entire program (7 phases) within 12 months. Also, GIS plans saved the City money in during design, thereby allowing better utilization of the bond proceeds with roughly 90% of the overall budget utilized on construction.

Plan Check

Since 2011, HR Green Pacific, Inc. has provided over-the-counter plan check services and electronic plan check. This partnership has not only reduced costs in permit processing and inspection fees to applicants by 20 – 35% but has also resulted in shorter turn-around times and a 99% success rate in on-time plan reviews. We are also implementing Accela as the City's electronic plan check software.

County of Orange

Contact: Bea Bea Jimenez | Division Manager

Phone: 714.667.8852

Description of Services:

Inspection

From an inspection standpoint, our inspectors monitor the construction of various building facilities and appurtenant infrastructure associated with the development of the 23,000-acre Ranch Plan (14,000 residential units and 5 million SF of commercial/industrial development).

We conduct inspections of park facilities, residential and commercial buildings, precise grading, retaining walls, community centers, apartments, and single-family homes. We also provide mechanical, electrical, plumbing, building, minor structural, and precise grading inspection associated with leading developers, such as Rancho Mission Viejo, Standard Pacific, Shea Homes, Tri Pointe, Ryland, William Lyon, Meritage, Western Pacific, and Pulte.

Plan Check

HR Green provides comprehensive planning, plan check services. We maintain a 99% on-time plan check rate exclusively using electronic plan check and paperless processing to meet County and developer's fast-track timetable (5/3/1). We conduct inspections of residential and commercial buildings, precise grading, retaining walls, park facilities, community centers, apartments, and single-family homes. Our staff participates in roundtable discussions facilitated by the County with developers to ensure cognizance of current standards to help speed review times and ease approvals. Moreover, we provide same day processing of plan check budgets with the County and electronically transmit response letters and tracking logs concurrently to The Ranch developer, engineers, and County.

City of Palos Verdes Estates

Contact: Ken Rukavina, PE, I Public Works Director/City Engineer

Phone: 310.378.7820

Since 2015, HR Green has provided full staffing services, including, but not limited to building and safety administration, construction management, inspection, building official, plan check, city

engineering, public works engineering, transportation planning, traffic engineering, CIP program management, grant writing/administration, and project management.

Description of Services:

Construction Management / Inspection / Pavement Management

HR Green provides construction management and inspection of infrastructure improvements (e.g., pavement striping and marking on various roadways; annual street resurfacing and slurry seal program; and citywide drainage improvements and street repairs.)

These projects include annual slurry seal and pavement rehabilitation as well as residential home reconstruction and installation of fencing/barriers and warning signage; Solano Canyon improvements; and city hall emergency generator replacement.

Our staff also coordinated with City public works maintenance staff in helping prioritize maintenance activities, catch basin cleaning, and placement of water quality BMPs due to El Nino.

Plan Check

Plan Review of precise grading, rough grading, drainage, recycled water, potable water, and sewer/wastewater distribution systems (e.g., booster pump stations, sewer lift stations, PRV stations, and water storage tanks), and street improvement plans.

Stormwater Program Support

HR Green Provides NPDES Management services for affluent, coastal City on the peninsula of southern Los Angeles County. Oversees the WQMP, WPCP, and SWPPP process from planning to final construction, including conditions of approval, plan check, and BMP inspection.

Civil Engineering Design

Utilizing AutoCAD with AutoTurn, modified turning radius for a stop sign intersection to allow trucks to make turn onto major street, Granvia Altamira at City limit entrance. Also Initiated parking modifications, including signage replacement, and prepared work orders to initiate signage and striping modifications performed by City public works staff for Malaga Cove Plaza parking modifications



F. Project Understanding, Overview, and Approach

Understanding

The City of Laguna Hills is a beautiful Orange County City known for the dedication to the protection and preservation of the public's use and ownership of public property and rights-of-way throughout the City. The City strives to provide, create, and maintain a high quality park and public landscape system that encourages the public's use of park facilities and open space areas, and adds to the overall aesthetic appearance of the City.

HR Green considers the City of Laguna Hills a premier client and offers to continue serving the City and residence with the highest level of engineering and services. Our experience working for the City of Laguna Hills gives us an intimate understanding of the City's values and standards. Our proposed staff members, many of whom residing in nearby cities, are registered engineers and ICC-certified plans examiners and inspectors, all of whom have provided identical services to those requested in this solicitation.

HR Green's professionals have thoroughly read and understand the requirements of the Request for Proposal. We understand that the City intends to enter into non-exclusive multi-year Professional Services Agreements with multiple, qualified Civil Engineering firms on an on-call basis as they deem necessary to fulfill the City's needs. We also know that the Scope of Work described in the RFP describes the minimum work to be accomplished, and there may be additional services required. Our proposal covers all eight Tasks and We are well positioned to provide all of the required services within the Our proposal includes our approach to each task, an estimated cost and level of effort, and an example delivery schedule. Our proposed services include:

Public Works Inspection with inspectors with over 15 years' experience;

- ▷ Capital Improvement Project Inspection on an on-call/as-needed basis;
- ▷ Construction Management services on an on-call/as-needed basis by a seasoned Construction Manager;
- ▷ Pavement Management Plan Updates based on the information we received from the City;
- ▷ Engineering Plan Check based on our current experience serving Laguna Hills and plan check services requested up to ten times per year, one set of plans of ten sheets being checked for three cycles of plan check.
- ▷ Stormwater Program Support including reporting and field inspection services to meet NPDES requirements of both the SARWQCB and SDRWQCB. And assume 80 person hours per year of support.
- ▷ Civil Engineering Design Services to provide design services for the preparation of plans, specifications and estimates for Capital Improvement based on services to be provided for a typical project.

Approach

Public Works Inspection

HR Green takes a holistic view of inspection services. Our primary goal is to implement staffing/resource planning, administrative services, best practices, and a service delivery model that not only aligns to the City's mission and expectations, but also provides the best value, quality, and operational efficiency.

PUBLIC WORKS INSPECTION PHASES			
ITEM	DESCRIPTION	BENEFITS	DELIVERABLE
TASK I - PRECONSTRUCTION PHASE			
Photograph and Videotape Site	Take pre-construction photos and video	Provides documentation of existing conditions in the event of site damage or other issues with claims potential	Photos, dated, with labels, and a video
Pre-Construction Submittal Review & Meeting	Review contractor's submittals of project schedule, SEPPP haul routes, permits, notices, etc.; meet with contractor and engineer	Provides understanding of contractor's work plan; confirms design intent and addresses constructability issues	
TASK II - CONTRACT ADMINISTRATION/CONSTRUCTION PHASE			
Track Qualities	Track quantities of completed work for payment and "force account" work	Provides records for payments, change orders and claims; minimizes disputes over quantities	List of quantities, tentative agreements for force account
Review Contract Change Orders (CCOs)	Review proposed CCOs; recommend needed CCOs; track cash flow for CCOs; write CCOs	Ensures only necessary CCOs are issued, eliminating unnecessary costs; ensures CCOs comply with applicable contract requirements	
Environmental Compliance	Monitor for compliance with environmental regulations and contract requirements, such as SWPPP; follow agency BMPs	Ensures compliance with environmental laws and regulations	Documentation of compliance with environmental regulations
Progress Payments	Review contractor's payment requests; verify completed quantities	Ensures contractor is paid only for completed acceptable work	Certified payment request
Project Documentation	Maintain filing system for organizing and tracking all project documentation; use filing system conforming to agency	Meets needs of oversight agencies; ensures ease of document retrieval for dispute resolution	Electronic files, project files/ logs
Weekly Project Meetings	Resolve old business; address new business; review project schedule and address deviations; list planned construction items for the next two weeks (look ahead schedule)	Maintains forward progress and overall control on the project	Project files and documentation
Public Relations	Answer questions from public about project; participate in public meetings	Assists the agency with public relations	Answers to questions from the public and promotes transparency
Project Coordination	Coordinate between agency staff, utility companies, stakeholders and other governing agencies	Ensures effective lines of communication	Project files and documentation
Materials Testing	Have all materials tested for compliance with contract documents; receive/file required Certificates of Compliance and truck tickets.	Satisfied oversight agency requirements and that materials comply with contract	Files of material test reports and Certificates of Compliance
TASK III - PROJECT COMPLETION / WRAP-UP PHASE			
Final Walk Through	Conduct a final walk through	Monitors that work complies with the contract, with proper documentation as proof	Punch lists
"As Built" Drawings	Review Contractor's red line drawings and submit to designer	Provides documentation for changes to the plans, a permanent record	"As-built" red line drawings

QA/QC

HR Green has established protocols to follow for quality service delivery. These quality control items include:

- Review contract documents
- Check supplemental information
- Relate requirements to site conditions
- Review project with inspector
- Review project with contractor
- Project controls during construction

Staff Proficiency

A key aspect of ensuring deliverables are free of errors involve HR Green's strong commitment and focus on staff training. This includes keeping all staff current with their certifications, formal and informal training workshops, and regular group/staff meetings to review internal and contract agency policies and procedures as well as engaging in discussions on appropriate responses to "what-if" and "how to" scenarios. This keeps everyone on the same page, establishes shared expectations, hones technical and public relations/customer service competencies, and allows for the free flow of information sharing in a team setting.

Customer Centric Service

HR Green aspires to provide a safe, attractive, and livable community for your residents. The process requires both proactive and responsive inspection in order to achieve these goals. HR Green employs a "customer centric" approach to construction inspection. Our inspectors will work to educate and inform contractors of applicable standards to monitor constructability. Also, our staff will interface with residents and the travelling public to apprise them of planned construction and identify ways to mitigate construction impacts.

Communication

Efficient communication is one of the most important elements for inspection. The speed with which we process communications can aid or restrict the progress of construction. Effective communication is far more than simply submitting progress reports on time. Communicating is about knowing what level of detail to provide, the urgency that each item should receive and choosing the right method to distribute the message.

We will provide concise summaries using laymen's terms for management review and easy to understand executive summaries will accompany technical reports. Timely communication will be provided to you and your targeted audience using a wide array of options. Whether it is continuing the City's current public outreach programs or, for example, delivering education via a public relations campaign using Twitter, Facebook or website updates to engage citizens, or returning a quick text message, email or phone call to staff, we will respond appropriately and in the manner you desire.

Efficient Reporting

- The City and the developer, the contractor and/or property owner will be kept in the loop at all times. This will be achieved through meetings, progress reports, photo logs, and other documentation.
- The lines of communication should be followed as closely as possible.
- Our Inspector will not give instructions to subcontractors performing the work. All directives to the subcontractor shall be given to the prime Contractor.

Documentation

Documentation is one of the most important tools we have for protecting the City's interests. Documentation in the form of daily reports, photos, telephone logs, conversation logs, meeting minutes, etc., must be timely and accurate. All administrative and technical oversight on the project needs to be clearly documented and maintained. This includes contract change orders, extra work bills, time and materials tracking, ensuring that plans are redlined with changes and reported regularly, materials testing, tracking and checking all permits, licenses and bonds.

CIP Inspection

Our creative and innovative solutions are scalable and tailored to fit a client's needs, whether it is a rapid response to an immediate challenge, a broader need directed at implementation of a longer-term solution, or an ongoing construction project. For field inspection a premium is placed on close communication; community education/outreach; accurate and detailed findings; accessibility to inspection forms and photographs; and Final Reports. For CIP projects our inspectors monitor sites to monitor that temporary BMPs are installed and maintained while permanent BMPs are constructed per standards and specifications.

Staffing Plan

Our inspectors are capable of inspecting various types of construction and professionally interacting with constituents and stakeholders, which maximizes your flexibility and accelerates project delivery. They will fit your culture, meet your performance expectations, and are team players.

The personal attributes we assess for assigning staff include our personnel's synergy, technical skills, character, innovation, teamwork, level of being proactive and exhibiting "anticipatory" thought, flexibility, communication skills, and a customer service-oriented. This thorough vetting process has saved agencies valuable time and greatly streamlined the mobilization process. All of our staff members have worked with or as public agency employees or as an on-site extension of agency staff. We will continue to deliver services that are responsive to your needs, remain dynamic to changing conditions, and match the right mix of staff to the clearly defined assignments.

We have included resumes of construction inspectors we can assign to the City. Additional inspectors are available, should the need arise.

Our mission is to deliver the highest quality projects to the City within the City's budget and schedule. Our goal is to save the City, developers, and contractors time and money by facilitating seamless communication to maintain construction momentum and deliver a constructable and compliant project.

Quality Assurance / Control Plan

HR Green has established protocols to follow for quality service delivery. These quality control items include:

- Review of contract documents
- Check supplemental information
- Relate requirements to site conditions
- Review project with inspector
- Review project with contractor
- Project controls during construction
- Maintaining accurate and complete records and reports
- Reviewing plans and meeting with engineer of record prior to building inspection to determine compliance with code provisions, to identify project related building code issues, and to document corrective action for code compliance
- Participating in pre-construction conferences, for the benefit of the contractor to orient the contractor to the various reporting procedures, and site rules prior to commencement of actual construction
- Ensuring work is being performed in accordance with the latest approved drawings
- Ensuring deferred submittal and separate permit items are being submitted in a timely manner, and that these items are approved by the City prior to work being performed

- Inspecting grading and right-of-way for compliance with approved plans and applicable codes, ordinances, conditions of approval, and permits set by the City
- Proactively coordinating inspection services with other City departments, government agencies providing services, etc., as required for compliance with applicable design standards, codes and regulations
- Providing daily inspection information to the City and project management team in a form consistent with the City's policies and procedures
- Thorough photography logs supporting daily inspection reports to track progress, design/code deficiencies, alternative construction means and methods, corrective actions taken, etc.
- Effectively manage documents approved for construction purposes

A key aspect of ensuring deliverables are free of errors involve HR Green's strong commitment and focus on staff training. This includes keeping all staff current with their certifications, formal and informal training workshops, and regular group/staff meetings to review internal and contract agency policies and procedures as well as engaging in discussions on appropriate responses to "what-if" and "how to" scenarios. This keeps everyone on the same page, establishes shared expectations, hones technical and public relations/customer service competencies, and allows for the free flow of information sharing in a team setting.

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We will provide concise summaries using laymen's terms for management review and easy to understand executive summaries will accompany technical reports. Timely communication will be provided to you and your targeted audience using a wide array of options. Whether it is continuing the City's current public outreach programs or, for example, delivering education via a public relations campaign using twitter, Facebook or website updates to engage citizens or returning a quick text message, email or phone call to staff, we will respond appropriately and in the manner you desire.

Some of the communication precepts we will incorporate:

- The City and the developer, the contractor and/or property owner will be kept in the loop at all times. This will be achieved through meetings, progress reports, photo logs, and other documentation.
- The lines of communication should be followed as closely as possible.
- Our Inspector will not give instructions to subcontractors performing the work. All directives to the subcontractor shall be given to the prime Contractor.

Documentation is one of the most important tools we have for protecting the City's interests. Documentation in the form of daily reports, photos, telephone logs, conversation logs, meeting minutes, etc., must be timely and accurate. All administrative and technical oversight on the project needs to be clearly documented and maintained. This includes contract change orders, extra work bills, time and materials tracking, ensuring that plans are redlined with changes and reported regularly, materials testing, tracking and checking all permits, licenses and bonds.

HR Green inspectors have a successful track record responding to a variety of unforeseen emergency situations, including, but not limited to natural disasters (fire, earthquake, landslides, flooding, etc.) as well as sudden, emergency situations (e.g., pipeline breaks, sinkholes, structural collapse, etc.).

Should an emergency situation arise, our project manager can be contacted 24/7 via email or cellular phone to mobilize the necessary resources in an expeditious manner as possible based upon the situation at hand.

Construction Management

Our staff will prepare a Construction Management Plan (CMP) for each project. The CMP is a project-specific plan that serves as a guideline for the execution of all construction-related activities. The purpose of the plan is to facilitate smooth coordination and communication among all parties involved, including the designers and the City staff, and to establish protocols for effective execution of the project requirements. We propose to divide the CMP into two sections - the Management Plan and the Administrative Procedures. The draft CMP will be prepared immediately after our mobilization and updated continually as a project matures. A partial list of the activities and procedures covered in the CMP includes:

Section One - Management Plan

- ▷ Project Description
- ▷ Key Project Success Factors
- ▷ Directory of Participants
- ▷ Organization Chart
- ▷ Responsibility Assignment Matrix
- ▷ Emergency Response Plan
- ▷ Safety Plan
- ▷ QA/Inspection Plan
- ▷ Disputes/Claims Management Plan

Section Two - Administrative Procedures

- ▷ Records Management
- ▷ RFI Management
- ▷ Submittal Management
- ▷ Meeting Management
- ▷ Scheduling
- ▷ Change Orders
- ▷ Pay Applications
- ▷ Monthly Reports
- ▷ Correspondence
- ▷ Punch Lists
- ▷ Closeout

Construction Management Task Approach

The following is our typical approach to providing Construction Management Services. Suggested tasks include:

- Task 1: Constructability / Biddability / Value Engineering Review
- Task 2: Construction Scheduling
- Task 3: Project Inspection & Quality Assurance/ Quality Control (QA/QC)
- Task 4: Contract Administration & Project Documentation
- Task 5: Claims Management
- Task 6: Contract Close-out

Pavement Management

HR Green has extensive experience in preparing and updating pavement management plans for our client cities in Southern California, including updating plans in accordance with OCTA Measure M2 requirements. We are knowledgeable of the City's MicroPaver database and can readily upload the update of the Pavement Management Plan onto the City's ESRI based GIS System layer of pavement conditions. We will revisit approximately 30% of the City's streets every 2 years to reevaluate pavement condition. Utilizing a tablet based GIS & GPS, we will enable data collection software published by MicroPAVER named "Field Inspector". We will prepare a written report setting forth various budget scenarios for pavement maintenance needs in advance of the City and OCTA deadlines. In addition, we will update the maintenance history with the Micro Paver Program.

Plan Check Approach

There must be a coordinated effort and responsibility to review, track, and coordinate all applications and requests received in the City. To help assure that submittals from any applicant are properly handled, HR Green has a proven internal plan review coordination process, GreenTRExSM, to make certain that each plan received is properly processed and returned on time. The status of any plan can be easily determined at any point in time. HR Green's GreenTREx development review process/program allows us to efficiently complete plan tasks concurrently. This is a formalized and integrated process whereby Technician data input and processing, Review, and Experienced professional staff manage quality control functions that are consistently implemented on each and every project.

1. Initial Review

Once we receive a complete set of plan documents, we will perform our plan review in the agreed-upon timeframe, reviewing for compliance to all standards. All corrections are identified based on compliance with specified standards, ordinances, and regulations and clearly identify the areas requiring corrections or revisions. Generally, corrections are provided in two ways:

1. Redlines made on the plans;
2. Correction matrix detailing the items needing to be addressed before plan approval.

The correction matrix provided will contain the following:

- The date plans were received, the date the plan review was completed, and the name and contact information of the reviewer

2. Transmittal of Plans and Comment Lists for Plan Review

At the heart of our approach in delivering our services to you is the recognition that there must be a coordinated effort to track and coordinate all submittals and requests received. To help assure that submittals are properly coordinated and tracked, we have established an internal plan review coordination process in which each plan received for review is properly handled, processed, and returned on time.

Upon completion of our review, any comments generated are consolidated into a correction letter which is forwarded to the applicant. At the same time, an electronic copy is maintained within the City system for reference.

3. Rechecks

Once we have verified that the resubmittal package is complete, we perform a recheck in the agreed-upon timeframe. This process is repeated until the project plan documents are ready to be recommended for approval.

4. Plan Approval

Upon plan approval, our team will sign a copy of the final plans, scan, and provide an electronic copy for City records

Electronic Plan Review / Tracking of Review Comments

We will track review comments to verify that each comment has been addressed by the design team. This is critical on larger, multi-disciplined projects where there may be overlap between design disciplines. Comments from each review cycle are summarized electronically by our staff. Design responses are added and included with the next submittal to verify that all comments have been addressed. This approach has been effective in resolving comments at early stages, avoiding repeat comments by reviewers, and coordinating responses among disciplines. We also update a detailed tracking log whereby the agency can identify the status of any project through the review lifecycle process in real time.

Design Engineering

HR Green has successfully implemented an accelerated design approach, particularly on street rehabilitation projects. Utilizing existing GIS data (obtained by HR Green) as well as through a thorough field reconnaissance, we can prepare plan sheets with all of the requested and necessary information at a considerable cost savings to the City. This has allowed up to not only save money during the design process, but also expedite delivery of projects through construction.

Our typical design engineering approach generally follows the steps set forth below:

Kick-Off Meeting & Site Reconnaissance

- ▷ Hold a kick-off meeting with City staff to discuss major features and details of design project.
- ▷ Identify jurisdictional agency approval and/or permit requirements.
- ▷ Establish clear lines of communication.
- ▷ Gather background data available from the City.
- ▷ Discuss any special requirements, constraints, and/or opportunities available that are in the best interest of the City to expedite the project in a cost-effective and timely manner.
- ▷ Discuss project completion issues and milestones.
- ▷ Perform field visit(s) to review and document field conditions, verify existing topographic data, and assess specific concerns / constraints and issues.

Task Order Negotiation

- ▷ Develop, submit, refine, and negotiate task order proposal with City that includes a detailed scope of work, identification of subcontract work, deliverables, project milestone schedule, resource requirements, documentation required from the Caltrans Local Assistance Procedures Manual (if necessary), and budget.

Research and Review

- ▷ Upon notice-to-proceed, further research and gather all available relevant information, data, and reports.
- ▷ Obtain existing drawings files for topographic and base mapping, as-built data, survey control data, hydrology studies, geotechnical studies, right-of-way maps, and existing utility information from the City.
- ▷ Research plans not available through City for existing roads, drainage facilities, and utilities.
- ▷ Contact impacted utility agencies by registered mail to obtain existing plans or updated information.
- ▷ Hold coordination meetings with utility agencies, as **needed**.

Initial Evaluation / Agency Coordination

- ▷ Identify alternative solutions for key elements of design task order and evaluate feasibility based on various factors (e.g., cost-effectiveness, constructability, utility impacts, safety, implementation, schedule, ease of operations and maintenance, sustainability, etc.).
- ▷ Present findings to City and coordinate with other impacted agencies.

Environmental Documentation

- ▷ Evaluate need for CEQA or NEPA documentation based on funding and specific project requirements.
- ▷ Develop necessary documentation.
- ▷ Obtain required permits from regulatory agencies, as needed, including U.S. Army Corps of Engineers, Air Quality Management Board, Regional Water Quality Control Board, California Department of Fish and Wildlife, Caltrans, etc.

Design Development

- ▷ Review existing studies and design documents for adequacy, value, completeness, assumptions, and compliance with required standards and criteria.
- ▷ Complete preliminary design to effectively implement required infrastructure improvements.
- ▷ Review documentation (e.g., existing geotechnical data and reports, sub-grade compaction records, traffic studies, and other design and master plan studies).

Client / Agency Review

- ▷ Present findings and recommendations to City for review and concurrence.
- ▷ Coordinate with permitting agencies for plan check review and comments.
- ▷ Submit construction plans, specifications and engineer's estimate to City at agreed upon milestones (hardcopy and digital formats conforming to City's requirements).

Project Finalization, Approvals, and Permit Processing

- ▷ Compile input, concerns, and comments from permitting agencies and present them to City for resolution and direction to finalize plans.
- ▷ Support City in obtaining all required approvals and permits from the permitting agencies.

Construction Support

- ▷ Assist City, as needed, in responding to RFIs, evaluating revision requests, providing construction staking, performing as-built surveys, and developing "as-built" plans.

Key Issues Regularly Addressed on Infrastructure Projects

Street and Bridge Improvements

- ▷ Minimize Community Impacts
- ▷ Maintain Ingress / Egress
- ▷ Efficient Traffic Control
- ▷ Structure Type Selection (Bridge, MSE Retaining Walls, etc.)
- ▷ Aesthetics
- ▷ On-Street Parking Alternatives
- ▷ Optimize Pavement Rehabilitation Methods
- ▷ Streamline Right-of-Way & Permitting
- ▷ Effective Structural Design in Tight Constraints (e.g., Drilled Shafts vs. Pile Caps)
- ▷ ADA Compliant Sidewalks/Curb Ramps

Storm Drainage Improvements

- ▷ Avoid Utility Conflicts/Maintain Adequate Clearance
- ▷ Minimize Community Impacts
- ▷ Maintain Ingress / Egress
- ▷ Adequate Capacity to Accommodate 100-Year Storm Event
- ▷ Comply with Regulatory/Water Quality Requirements
- ▷ Streamline Right-of-Way & Permitting
- ▷ Sustainability/Low Impact Design/Hydromodification

Water and Sewer Improvements

- ▷ Soils Conditions
- ▷ Right-of-Way Clearance
- ▷ Utility Conflict Avoidance
- ▷ Multi-Agency/Community Coordination
- ▷ Maintain Consumer Water Supply During Construction
- ▷ Traffic Control
- ▷ Cross-Connection and Coverage Testing
- ▷ Operations and Maintenance/Accessibility
- ▷ Equipment Reliability
- ▷ Odor Control

Stormwater Program Support

HR Green will provide programmatic solutions to the City's storm water quality needs. This includes developing and implementing storm water programs in compliance with NPDES requirements; responding to RWQCB directives and citizen concerns; representing the City on Permittee Committees; coordinating inventory of City municipal, residential, industrial, and commercial facilities; reviewing City Ordinances, General Plan, and Standard Conditions of Project Approval for compliance with NPDES; preparing annual reports per mandated regulations; preparing and/or reviewing SWPPPs and Water Quality Management Plans; and coordinating outreach and inspection efforts associated with commercial/industrial facilities.

For field inspection a premium is placed on **close communication; community education/outreach; accurate and detailed findings; accessibility** to inspection forms and photographs; and Final Reports. For CIP projects our inspectors monitor sites to monitor that temporary BMPs are installed and maintained while permanent BMPs are constructed per standards and specifications. For industrial and commercial facilities each business is notified per the City's ordinances by letter giving them the date, time, and reason for the inspection. The letter will state that the inspector will be a representative of the City and any costs.

Prior to the inspection, our coordinators and inspectors familiarize themselves with the facility by reviewing the database that exists in the City's files and uses a checklist to correspond with the listed BMPs at the facility. They also complete the first section of the inspection forms with the business' general information. During the site visits, our inspectors meet with the business manager or responsible party and introduce the City's stormwater program as well as distribute the necessary educational materials. Our inspectors then verify the site information with what is provided in the City's database, perform a thorough examination of the facility and all outdoor activities which could potentially generate urban runoff pollution, evaluate the NAICS codes to verify that it correctly reflects the business' principal activity, evaluate onsite BMPs and staff training, and review the site's SWPPP and storm water monitoring program. At the completion of the walk-through, the inspectors will recommend corrective actions and provide a photocopy or fax of the inspection report for the business' records. Each inspection will take from one-half to two hours with an average of one hour per inspection portal to portal. After the inspections are completed our coordinator/analyst will meet with our inspectors on a weekly basis and update the City's database with the new inspection information. A Final Report will also be prepared summarizing all the commercial and industrial inspection results, violations, education efforts, and BMP assessments.

Geographic Information System

HR Green offers to provide the City of Laguna Hills with expert guidance and technical support in managing and advancing its ESRI-based geographic information system (GIS) to play a critical role in the day-to-day operational and long-term planning needs of the City. A robust community GIS lays the essential groundwork for a successful asset management system and provides a defensible, scientific basis for well-informed capital improvement planning.

Geographic information systems is a value-added service that when thoughtfully deployed can significantly improve processes and outcomes in the other seven services requested by the City in this RFP. For this reason, HR Green intends to integrate GIS as a central framework for the execution and delivery of these data-driven services, whether it be in managing encroachment permits or performing stormwater inspections. In doing so, GIS need not break the bank. An incremental approach to advancing the City GIS that seeks to optimize the GIS infrastructure already in place, update and enhance the City's existing GIS initiatives, and then identify and pursue new high priority, cost effective GIS initiatives will help maximize mileage on a limited budget.

Realizing the promise of GIS in Laguna Hills will depend on strong communication between City staff and HR Green GIS specialists and engineers. HR Green will lead a dialogue with the City that examines current GIS initiatives, possibilities for new initiatives, and the level of effort required on GIS data and delivery to make these initiatives successful. A prioritization of GIS initiatives will come out of this discussion.

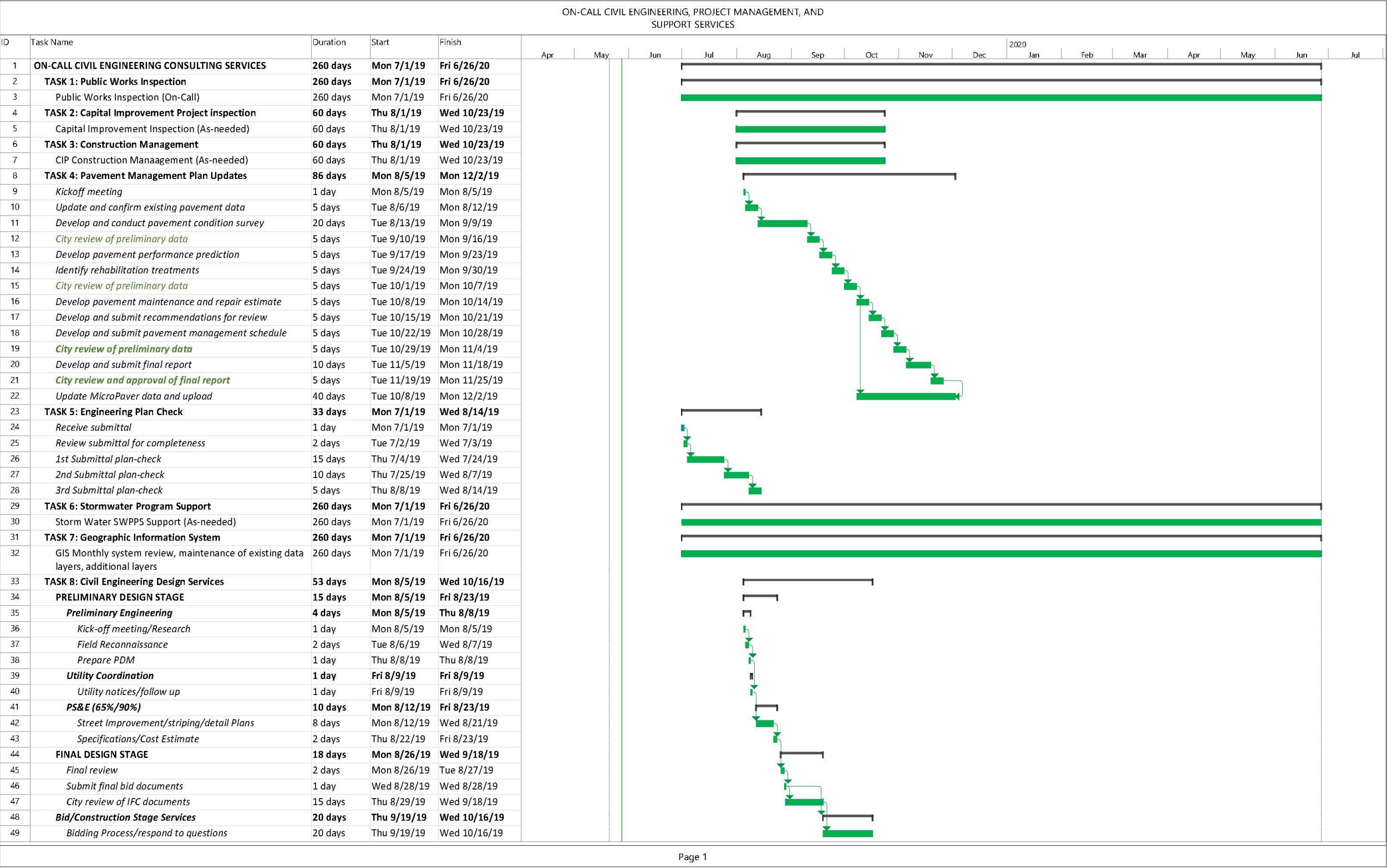
Community GIS use cases could be selected from but would by no means be limited to the following items...

- ▷ **Parcel Ownership** web application development with property query and buffering functionality for City staff use
- ▷ **Stormwater System** high-accuracy field inventory and inspections to meet NPDES requirements (also possible for other utility systems like Potable Water and Sanitary Sewer)
- ▷ **Pavement Management** conditions integration into GIS
- ▷ **Tree Inventory** web application update to expand upon data entry options and set up for field inventory
- ▷ **Capital Improvement Planning** to include street maintenance and widening, landscaping, traffic signal updates, and storm drain updates
- ▷ **Zoning and Land Use** web application and mapping for City staff and the public
- ▷ **Permitting** (e.g. encroachment permits)
- ▷ **Garbage and Recycle Routes** web application and mapping for City staff and the public
- ▷ **Work Order Management** Integration with GIS to help communicate and manage field assignments

By leveraging the City's existing **ArcGIS Online subscription**, the GIS data assembled for the selected use cases could be made accessible and usable to City staff without a GIS background, whether they be in the office or in the field. Additionally, select data could be published to web applications available to the general public, thereby promoting transparency and increasing citizen engagement.

In addition to monthly maintenance reviews of the City GIS, HR Green is also prepared to perform an updated GIS needs assessment if concerns arise about system limitations inhibiting desired GIS development. HR Green means of access to the City's GIS (e.g. remote access to City servers) will need to be determined upon contract award.

G. Schedule



H. Communication Plan

Nothing is more important to the success of a project than effective communication. **More effective communication = Better project management.**

Our team has developed a communication plan for this effort, it is comprised of a four step process for effective communication. The plan has been developed with our history and experience working with the City of Laguna Hills in mind.

We have identified the Communication Requirements, identified the 5Ws (Why, What, When, Where, Who) and 1H (How), we have accommodated the unique factors of the City, and their process assets like City standards, clear lines of authority, information needs, and vision.

We recognize that the most effective communication plan is allowing the City PWDir direct access to our staff performing the work. This will reduce the potential of miscommunication and time.

Gary Yeo will be the point of contact for all assignments and will play a vital support role to the City and our staff performing the work. He will act as quality control safeguarding the quality of our work and delivery of our products on schedule. He will work closely with our staff and provide the City with a clear plan, monitoring and reporting of progress, and measures to show success.

Our primary means of communication will be face to face and supported by email. Our task leaders will report to the City any potential obstacles in performing their work before it affects the progress of the work. We will produce and deliver a monthly report to the City of our progress and measure against our plan. We will include time and **schedule, scope, costs, risks, and successes as topics in our monthly report.** You will always know what is going on with your projects.

Each of the **8 tasks** in our scope of services are led by our HR Green expert in the discipline. They will lead the task effort and will report directly to the City with **Gary Yeo** providing oversight and support. The following are our task managers:

Public Works Inspection: Gary Yeo

CIP Inspection: Gary Yeo

Construction Management: Gary Yeo

Pavement Management: Mike Myers, PE

Plan Check: Tina York, PE

Design Engineering: Steve Loriso, PE, QSD/QSP

Stormwater Program Support: Bob Makowski, QSP, CPESC, CESSWI

Geographic Information System: Chase Keys, EIT

City of Laguna Hills
RFP ON-CALL CIVIL 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: HR Green Pacific, Inc.
Name (Please Print or Type)

By:  /Vice President
Consultant's Signature & Title

Date: 5/29/19

City of Laguna Hills
RFP ON-CALL CIVIL 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 CIVIL 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 May 29, 2019.

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

Executed this 29th day of May, 2019, at Corona, California.

Name of Proposer: HR Green Pacific, Inc.

By: 
(Authorized Signature)

Type Name: George A. Wentz, PE

Title: Vice President

Date: 5/29/19



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LAND DEVELOPMENT
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I. Compensation / Fee Schedule:

CONSTRUCTION MANAGEMENT & INSPECTION		Task Total	Sub Task Total	PW Insp	CIP Insp	Const Mngr		
TASK 1	Public Works Inspection	\$ 130,000		\$ 125	\$ 142	\$ 160		
1.1	Public Works Inspection (On-Call)		\$ 130,000	1040				
TASK 2	Capital Improvement Project Inspection	\$ 68,160						
2.1	Capital Improvement Inspection (As-needed)		\$ 68,160		480			
TASK 3	Construction Management	\$ 76,800						
3.1	CIP Construction Management (As-needed)		\$ 76,800			480		

PAVEMENT MANAGEMENT		Task Total	Sub Task Total	Senior Eng	Project Eng			
TASK 4	Pavement Management Plan Updates	\$ 15,825		\$ 175	\$ 145			
	Update Pavement Management plan (2 year cycle)		\$ 15,825	20	85			

ENGINEERING PLAN CHECK		Task Total	Sub Task Total	Intake	Engineer			
TASK 5	Engineering Plan Check	\$ 7,070		\$ 90	\$ 160			
5.1	1st Submittal plan-check (10 sheet)		\$ 4,090.00	1	25.0			
5.2	2nd Submittal plan-check (10 sheet)		\$ 2,090.00	1	12.5			
5.3	3rd Submittal plan-check (10 sheet)		\$ 890.00	1	5.0			

STORMWATER PROGRAM SUPPORT		Task Total	Sub Task Total	Inspector				
Task 6	Stormwater Program Support	\$ 9,600		\$ 120				
6.1	Storm Water SWPPS Support		\$ 9,600	80				

GEOGRAPHIC INFORMATION SYSTEM		Task Total	Sub Task Total	GIS Practice Advisor 1	Staff GIS Specialist II	GIS Practice Advisor 2	Assistant Civil Engineer II	GIS Field Technician
Task 7	Geographic Information System	\$ 15,488		\$ 140	\$ 106	\$ 138	\$ 140	\$ 75
7.1	GIS Monthly system review, maintenance of existing data layers		\$ 10,014	12	40	8	16	10
7.2	Creation of new data layers		\$ 5,474	8	25	8	0	8

CIVIL ENGINEERING DESIGN		Task Total	Sub Task Total	Project Manager	QA/QC	Traffic Engineer	Design Engineer	Assistant Engineer
TASK 8	Civil Engineering Design Services (Typical Street Design)	\$ 38,960		\$ 180	\$ 175	\$ 185	\$ 135	\$ 105
8.1	Preliminary Design Phase	\$ 30,120						
8.11	Kick-off meeting/Research		\$ 1,320	2	0	0	4	4
8.12	Field Reconnaissance		\$ 5,300	4	0	4	16	16
8.13	Prepare PDM		\$ 1,400	1	0	4	2	2
8.14	Utility Coordination		\$ 1,800	2	0	0	6	6
8.15	Utility notices/follow up		\$ 1,620	1	0	0	6	6
8.16	PS&E (65%/90%)		\$ -	0	0	0	0	0
8.17	Street Improvement/stripping/detail Plans		\$ 14,220	4	8	8	60	24
8.18	Specifications/Cost Estimate		\$ 4,460	4	4	2	12	10
8.2	Final Design Phase	\$ 6,590						
8.21	Final review		\$ 4,445	4	3	4	12	8
8.22	Submit final bid documents		\$ 2,145	3	3	0	8	0
8.3	Bid/Construction Stage Services	\$ 2,250						
8.31	Bidding Process/respond to questions		\$ 2,250	5	0	0	10	0

HR Green Pacific, Inc. Fee Schedule as of 5/29/19

<u>Personnel Classification</u>	<u>Hourly Billing Rate</u>	<u>Prevailing Wage Rate</u>
Principal-in-Charge/Program Manager	\$215-250	
Project Manager	\$175-200	
QA/QC Manager	\$165-185	
Civil Plan Check Manager	\$170-200	
Senior Professional/Project Engineer	\$160-200	
Traffic Engineer	\$175-200	
Professional Engineer	\$150-175	
Associate Engineer	\$135-160	
Assistant Engineer	\$110-140	
Environmental Associate (NPDES)	\$125-160	
Senior Civil Plan Checker	\$165-185	
Civil Plan Checker	\$140-165	
Map Checker	\$145-185	
Public Works Technician	\$100-115	
Transportation Manager	\$155-185	
Transportation Planner	\$125-165	
Senior Design Engineer	\$160-200	
Design Engineer	\$130-150	
CAD Designer/Operator	\$135-165	
CASp Reviewer/Inspector	\$130-160	
Building and Safety Official	\$170-195	
Deputy Building Official	\$145-170	
Senior Building Plan Check Engineer	\$120-145	
Building Plan Check Engineer	\$125-140	
Senior Building Plan Checker	\$110-130	
Building Plan Checker	\$ 95-120	
Senior Building Inspector	\$110-135	
Building Inspector (Combination)	\$100-125	
Code Enforcement Supervisor	\$100-125	
Code Enforcement Officer	\$ 85-120	
Management Analyst	\$120-140	
Technician	\$ 80-100	
Construction Manager	\$160-195	
Senior Construction/Public Works Inspector	\$ 95-140	\$140-180
Construction/Public Works Inspector	\$115-150	\$165-200
Administrative Assistant	\$ 70- 95	
GIS Staffing	\$110-160	

Notes:

1. Other classifications are available based upon the needs of the agency.
2. On plan check services based on percentage of fees, the percentage covers up to three (3) plan checks. Supplemental checks are performed on an hourly basis.

Professional Reimbursement / Hourly and Overtime Rates: The hourly billing rates include the cost of salaries of the HR Green employees, plus sick leave, vacation, holiday and other fringe benefits. The percentage added to salary costs includes indirect overhead costs and fee (profit). All employees classified as “non-exempt” by the U.S. Department of Labor will be compensated at 1.5 times salary, as per state and Federal wage and hour for overtime hours. Billing rates will be calculated accordingly for overtime hours.

Prevailing Wage: Please note that for prevailing wage projects the total project cost can be higher than HR Green would otherwise charge. For prevailing wage projects, the billing rates for straight time will be as shown above. Overtime, weekend, holiday, and other special pay rates defined by the State of California Department of Industrial Relations Group II “Construction Inspector and Field Soils and Materials Tester” will be multiples of the straight hourly rates shown. Overtime and Saturday work will be billed at 1.5 times that shown above. Sunday and State Holidays will be billed at 2.0 times that shown above.

Direct/Reimbursable Expenses and Subconsultants: Reimbursement for direct expenses, as listed below, incurred in connection with the work, will be at cost plus 15% percent for items such as:

- a. Maps, photographs, reproductions, printing, equipment rental and special supplies related to the work.
- b. Subconsultants and other outside services, if needed.
- c. Specific telecommunications and delivery charges.
- d. Special fees, insurance, permits, and licenses applicable to the work.
- e. Outside computer processing, computation, and proprietary programs purchased for the work.
- f. Mileage and vehicle costs directly related to agency services.
- g. Travel expenses (e.g., hotel, meals, transportation, etc.)

EXHIBIT “B”**CITY'S REQUEST FOR PROPOSALS ("RFP")/ SCOPE OF SERVICES****DATED: MAY 3, 2019**

FOR
ON-CALL CIVIL ENGINEERING, PROJECT MANAGEMENT,
AND SUPPORT SERVICES

REQUEST FOR PROPOSALS (RFP)
ON-CALL CIVIL ENGINEERING, PROJECT MANAGEMENT, AND
SUPPORT SERVICES



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

RFP Dates

Request for Proposal Issued:	May 3, 2019
Written Question Deadline:	May 17, 2019
Questions Answered/Addenda Issued:	May 22, 2019
Submittal Deadline:	May 29, 2019, 5:00 p.m.
Interviews:	June 5, 2019
City Council Award:	June 25, 2019

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

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May 3, 2019

CITY OF LAGUNA HILLS

**SUBJECT: REQUEST FOR PROPOSALS FOR ON-CALL CIVIL ENGINEERING,
PROJECT MANAGEMENT, AND SUPPORT SERVICES**

Dear Proposers:

You are invited to respond to this Request for Proposal to provide on-call Civil Engineering, Project Management, and Support Services to the City of Laguna Hills. The following pages detail the Scope of Services to be provided and the submission requirements. The City intends to enter into non-exclusive multi-year Professional Services Agreements with multiple, qualified Civil Engineering firms on an on-call basis as deemed necessary to fulfill the City's needs.

To be considered responsive, proposers must submit a written proposal in accordance with the requirements, specifications, conditions and provisions described in the attached RFP.

**PROPOSALS ARE DUE BEFORE
5:00 P.M. on Wednesday, May 29, 2019**

If you have any questions regarding this RFP, please contact me at (949) 707-2650 or via email at krosenfield@lagunahillsca.gov. Thank you for your interest.

Sincerely,

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

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

SECTION I

INTRODUCTION AND INSTRUCTIONS TO PROPOSERS

A: Introduction and Overview

The City is soliciting proposals from qualified consultants to provide professional consultant services for a variety of on-call civil engineering and management services in support of the City's operations of the Public Services Department and the Capital Improvement Program. The City intends to enter into non-exclusive multi-year Agreements with multiple Civil Engineering firms as deemed necessary to fulfill the City's needs. Should an award be made, the selected Proposers will enter into professional services agreements with the City of Laguna Hills.

The City currently engages four civil engineering firms to provide as-needed civil engineering, project management, and support services on an on-call basis. The existing agreements with these firms are set to expire as of June 30, 2019, accordingly, this RFP has been issued.

The City is a General Law City incorporated on December 20, 1991, and has expanded to its current boundaries with two subsequent annexations. The City covers 6.6 square miles, has approximately 90 miles of streets and a population of approximately 31,000. The City follows a "contract model" to provide services to the community.

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

B: Proposed Schedule

Request for Proposal Issued:	May 3, 2019
Written Question Deadline:	May 17, 2019, 5:00 pm
Questions Answered/Addenda Issued:	May 22, 2019
Submittal Deadline:	May 29, 2019, 5:00 p.m.
Interviews:	June 5, 2019
City Council Award:	June 25, 2019

C: Instructions to Proposers and Procedures for Submittal

One printed original (marked original), five (5) printed copies (marked copy) and one (1) electronic copy on CD or Flash Drive (will not be returned) and one sealed envelope containing the Fee Proposal must be submitted in a sealed envelope or box bearing the name of the Proposer, marked ***RFP ON-CALL CIVIL ENGINEERING, PROJECT MANAGEMENT, AND SUPPORT SERVICES*** and submitted only to the following address:

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

Proposers are solely responsible for ensuring their submitted proposal is received by the City in accordance with the solicitation requirements, before the Submittal Deadline, and at the place specified. Postmarks will not be accepted in lieu of actual delivery. No oral, telegraphic, electronic mail, facsimile, or telephonic proposals or modifications will be considered unless specified. The City shall not be responsible for any delays in mail or by common carriers or by transmission errors or delays or mistaken delivery. Delivery of proposals shall be made at the office specified in this Request for Proposals. Deliveries made before the Submittal Deadline, but to the wrong City office, will be considered non-responsive unless re-delivery is made to the office specified before the Submittal Deadline. All proposals shall become the property of the City. **Late proposals will not be accepted and will be returned to the Proposer unopened.**

D: General Conditions

ADDITIONAL INFORMATION, RIGHT TO REQUEST. The City reserves the right, where it may serve the City's best interest, to request additional information or clarifications from proposers during its review and evaluation of proposals submitted for consideration.

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

ADDITIONAL SERVICES. The Scope of Work describes the minimum work to be accomplished. Upon final selection of the firm, the Scope of Work may be modified and refined during negotiations with the City.

AUTHORIZED SIGNATURES. Every proposal must be signed by the person or persons legally authorized to bind the Proposer to a contract for the execution of the work. Upon request of the City, any agent submitting a proposal on behalf of a Proposer shall provide a current power of attorney, articles of incorporation, or other instrument confirming the agent's authority to bind the Proposer. If an individual makes the proposal, his or her name, signature, and post office address must be shown. If a firm or partnership makes the proposal, the name and post office address of the firm or partnership and the signature of at least one of the general partners must be shown. If a corporation makes the proposal, the proposal shall show the name of the state under the laws of which the corporation is chartered, the name and post office address of the corporation and the title of the person signing on behalf of the corporation. Upon request of the City, the corporation shall provide a certified copy of the bylaws or resolution of the board of directors showing the authority of the officer signing the proposal to execute contracts on behalf of the corporation.

AWARD OF PROPOSAL. City reserves the right to negotiate final terms with the selected Proposer, if any. Award of contract, if any, will be made in accordance with Section 3-08.150 (Professional services contracts) of the Laguna Hills Municipal Code (LHMC) which reads in relevant part as follows:

"A. The informal and formal bidding procedures contained in this chapter shall not apply to contracts for professional services. Rather, to secure professional services, the city shall utilize a request for proposals procedure, the method and details of which shall be promulgated by the City Manager in the form of administrative regulations. The City Manager may award any contract for professional services when the total not to exceed contract amount of such services is fifty thousand dollars (\$50,000.00) or less. Any contract for professional services having a total contract amount of greater than fifty thousand dollars (\$50,000.00) shall be awarded by the City Council....

C. Notwithstanding any provision in this chapter to the contrary, selection 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 accordance with state law, the city shall consider price after the city is satisfied that the would-be person, company, corporation, contractor, consultant,

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

or firm has demonstrated the competence and professional qualifications necessary for the satisfactory performance of the services required."

An Evaluation Committee will be established by the City. The City shall not be obligated to accept the lowest priced proposal but, if an award is made, the City will make an award in the best interests of the City after all factors are considered, including but not limited to the demonstrated competence, experience and professional qualifications of the Proposer. Discussions may, at the City's option, be conducted with the most qualified proposers. Discussions may be for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and written revision of proposals. In conducting discussions, the City will not disclose information derived from proposals submitted by competing proposers.

COMPLIANCE WITH LAWS. All proposals shall comply with current federal, state, and other laws relative thereto.

CANCELLATION OF SOLICITATION. The City may cancel this solicitation for proposals at any time.

CANCELLATION OF TASKS. If a professional services agreement is awarded for the work described in this RFP, the City will authorize work on a Task Order basis. Task Orders may be issued in any sequence. The City is not obligated to issue a Task Order for all tasks listed in the Scope of Work and expressly reserves the right to cancel tasks.

CONFLICT OF INTEREST. By signing the Certification of Proposal (**Attachment 3**) and submitting a proposal to the City in response to this Request for Proposals, the Proposer 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;

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

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;

COSTS. The City is not liable for any costs incurred by proposers before entering into a formal contract. Costs of developing the proposals, or any other such expenses incurred by the Proposer in responding to this RFP, are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the City. No reimbursable cost may be incurred in anticipation of award.

DISQUALIFICATION OF PROPOSER. If there is reason to believe that collusion exists among the proposers, the City may refuse to consider proposals from participants in such collusion. No person, firm, or corporation under the same or different name, shall make, file, or be interested in more than one proposal for the same work unless alternate proposals are called for. Reasonable grounds for believing that any Proposer is interested in more than one proposal for the same work will cause the rejection of all proposals for the work in which a Proposer is interested. If there is reason to believe that collusion exists among Proposers, the City May refuse to consider proposals from participants in such collusion. Proposers shall submit as part of their proposal documents the completed Non-Collusion Affidavit provided as **Attachment 1**.

DOCUMENTS, EXAMINATION OF. It is the responsibility of the Proposer to carefully and thoroughly examine and be familiar with these RFP documents, general conditions, all forms, specifications, drawings, plans, and addenda (if any). Proposer shall satisfy himself as to the character, quantity, and quality of work to be performed and materials, labor, supervision, necessary to perform the work as specified by these documents. The failure or neglect of the Proposer to examine documents shall in no way relieve him from any obligations with respect to the solicitation and/or subsequent contract that may be awarded. The submission of a proposal shall constitute an acknowledgment upon which the City may rely that the Proposer has thoroughly examined and is familiar with the RFP documents. No claim will be allowed for additional compensation that is based upon a lack of knowledge of any solicitation document.

INTERPRETATION OF RFP DOCUMENTS. City reserves the right to make corrections or clarifications of the information provided in this RFP. If any person is in doubt as to the true meaning of any part of the specifications or other RFP documents, or finds discrepancies or omissions in the specifications, he or she may submit to the City a written request for an interpretation or correction.

Oral statement(s), interpretations or clarifications concerning meaning or intent of the contents of this RFP by any person are unauthorized and invalid. Modifications to the RFP, including, but not limited to, the scope of work, shall be made only by formal written addendum issued by the City. Accordingly, in order to ensure that all proposers have

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access to the same information, the City will use the following procedure to respond to inquiries:

- All questions or requests for interpretations shall be made in writing and delivered to Kenneth Rosenfield, City of Laguna Hills, 24035 El Toro Road, Laguna Hills, CA 92653, or via email at krosenfield@lagunahillsca.gov by 5:00 p.m. on Friday, May 17, 2019.
- Staff will issue, as needed, addenda to the RFP, including a list of all written questions received and responses thereto, on the City's website and via email to the RFP distribution list and all proposers who have advised the City that they have a set of RFP documents, by May 22, 2019.

The requesting party is responsible for prompt delivery of any requests. All such addenda shall become a part of the RFP document. It is the responsibility of each Proposer to ensure the City has their correct business name and address on file. Any prospective Proposer who obtained a set of RFP documents is responsible for advising the City that they have a set of RFP documents and wish to receive subsequent Addenda.

IRREGULARITIES. Unauthorized conditions, limitations, or provisions attached to a proposal may cause its rejection. The completed proposal shall be without interlineations, alterations or erasures. Alternative proposals will not be considered unless specifically requested. No oral, telegraphic, or telephonic proposal, modification or withdrawal will be considered.

NON-DISCRIMINATION. Proposer shall represent and certify that it 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.

NON-EXCLUSIVE. Should the City make an award, the successful Proposer will enter into a non-exclusive professional services agreement and the City reserves the right to enter into agreements with other firms or consultants for the services listed in this RFP.

NO OBLIGATION. The release of this RFP does not obligate or compel the City to enter into a contract or agreement.

NO PUBLIC PROPOSAL OPENING/PUBLIC RECORDS ACT. Proposals shall be opened and their contents secured by City staff to prevent disclosure during the evaluative process and the process of negotiating with competing proposers. Adequate precautions shall be taken to treat each Proposer fairly and to ensure that information gleaned from competing proposals is not disclosed to other proposers. Prices and other information concerning the proposals shall not be disclosed until finalists are selected to present

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proposals to the City Council or a recommendation for award is made to the City Council, whichever comes first.

OFFERS OF MORE THAN ONE PRICE. Proposers are not allowed to submit more than one proposal.

OWNERSHIP. All data, documents and other products used or developed during the RFP process become the property of the City upon submission.

PROPRIETARY INFORMATION. All proposals and documents submitted in response to this RFP shall become the property of the City and a matter of public record pursuant to Government Code sections 6250 et seq. It is the responsibility of each Proposer to clearly identify any and all information contained within the proposal that it considers to be confidential and/or proprietary. To the extent that the City agrees with that designation, such information will be held in confidence whenever possible; all other information will be considered public. In the event that a demand for disclosure of information designated as "confidential and/or proprietary" by a Proposer is made, the City will notify the Proposer in writing of such demand and shall furnish a copy of the City's written response to the requestor. Proposer may then pursue, at its sole cost and expense, any and all appropriate legal action necessary to maintain the confidentiality of such information.

REJECTION OF PROPOSAL. The City reserves the right to reject any or all proposals or any part of a proposal. The City reserves the right to reject the proposal of any Proposer who previously failed to perform adequately for the City or any other governmental agency. The City expressly reserves the right to reject the proposal of any Proposer who is in default on the payment of taxes, licenses or other monies due the City.

REPRESENTATIONS. Proposer understands and acknowledges that the representations made in their submitted proposal are material and important, and will be relied on by the City in evaluation of the proposal. Proposer misrepresentation shall be treated as fraudulent concealment from the City of the facts relating to the proposal.

RFP PART OF AGREEMENT. Should an agreement be awarded, this Request for Proposals and Scope of Services and all conditions may become part of the Agreement between the City of Laguna Hills and the successful Proposer.

SEVERABILITY. If any provisions or portion of any provision of this Request for Proposals are held invalid, illegal or unenforceable, they shall be severed from the Request for Proposals and the remaining provisions shall be valid and enforceable.

VALIDITY. Proposal must be valid for a period of 180 days from the due date and may be extended by written authorization from the Proposer.

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WITHDRAWAL OF PROPOSAL. Proposers' authorized representative may withdraw proposals only by written request received by the City's project manager before the Proposal Submittal Deadline.

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SECTION II

PROPOSAL RESPONSE REQUIREMENTS

One printed original (marked original), five (5) printed copies (marked copy) and one (1) electronic copy on CD or Flash Drive (will not be returned) and one sealed envelope containing the Fee Proposal must be submitted in a sealed envelope or box bearing the name of the Proposer, marked **RFP ON-CALL CIVIL ENGINEERING, PROJECT MANAGEMENT, AND SUPPORT SERVICES** and submitted only to the following address:

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

If discrepancies are found between the copies, or between the original and copy or copies, the "ORIGINAL" will provide the basis for resolving such discrepancies. If one document is not clearly marked "ORIGINAL", the City reserves the right to use any of the proposals as the Original. If no document can be identified as an original bearing original signatures, Proposer's proposal may be rejected at the discretion of the City.

It is imperative that all Proposers responding to the RFP comply exactly and completely with the instructions set forth herein. Proposals must be concise, but with sufficient detail to allow accurate evaluation and comparative analysis. Proposals should be straightforward and provide "layman" explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. Limit the Proposal to 30 pages.

All proposals shall be submitted on standard 8.5" by 11" paper, three-hole punched and secured in binder clips. All pages should be numbered and identified sequentially by section. Response items must be indexed in the following order with individual tabs:

A. Cover Letter:

Proposal must be accompanied by a cover letter, signed by an individual authorized to bind the proposing entity. An unsigned proposal is grounds for rejection. The cover letter should include an introduction of the firm and summary statement of professional qualifications.

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B. Company Data:

Please submit the following information for the Proposer:

1. Official name and address.
2. Name, address, and telephone number of the Proposer's primary point of contact.
3. Indicate what type of entity (corporation, company, joint venture etc). Please enclose a copy of the Joint Venture Agreement if entity is a joint venture.
4. Federal Employer I.D. Number.
5. The address, telephone numbers and authorized email addresses of each of your firm's locations.
6. A detailed statement indicating whether Proposer is totally or partially owned by another business organization or individual.
7. Number of years Proposer has been in business under the present business name.
8. Number of years of experience the Proposer has had in providing required, equivalent, or related services.
9. All comparable contracts entered into during the last five (5) years, completed or not. Please indicate:
 - Year started and completed
 - Proposer's Scope of Work
 - Client or Agency Name
 - Project Description
 - Project Manager
 - Developer of project
 - Cost of construction, if any
 - Size of project
10. Any failures or refusals to complete a contract and explanation.
11. Individuals/Firms who own an interest of 10% or greater in the proposing firm.
12. Financial interests in other lines of business.
13. Litigation/Adverse Judgement History. Provide a list of all litigation (including all complaints or responses to complaints) filed against the Proposer and any proposed Principal/Project Manager within the last 5 years only, related to performance of a professional services agreement or participation on a project. Provide the date that the complaint was filed, the name of the plaintiff(s), the nature of the litigation and list the causes of action set forth in the complaint, the amount of damages and relief asserted, the project name, describe the role of the Proposer and any proposed Principal/Project Manager in the project, provide the names of the parties involved, status of the case, and a summary of the dispute resolution and/or outcome (including current status for any unresolved litigation) (e.g., trial/judgement, arbitration/mediation, settlement, etc.).

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14. Termination of Contract "For Cause" History. Describe the conditions or circumstances surrounding any professional services agreement or other services contract (or portion thereof) entered into by the Proposer and any proposed Principal/Project Manager within the last 5 years only that was terminated for cause or which required completion by another party. Describe the reasons for termination, the reasons specified by the client/owner for any such termination, whether the Proposer and proposed Principal/Project Manager disputed the client/owner's position and/or the stated justification for terminating for cause, as well as the dispute resolution and/or outcome of the dispute (including the current status for any unresolved notice of termination for cause).

C. Resumes and Qualifications of Personnel:

The Proposer shall furnish a personnel staffing plan with sufficient information for judging the quality and competence of the personnel dedicated to the project. In its assessment of the proposal, City will place considerable emphasis on the commitment by the Proposer to provide qualified personnel for the professional services being considered. The Proposer shall furnish resumes in outline form for the key personnel assigned and committed to this account (i.e. Principal and/or Project Manager). Proposer shall also include the number and type of additional support personnel who will be providing services.

Minimum Resume Contents:

Name, Position (Include length of time with this firm in the current position and any other positions held within the firm), Education (Show degrees earned and certifications, school and year of completion. Exclude company courses or information that is not relevant to the person's functional job duties), Summary of Experience (In chronological order, most recent date first, summarize experience as it relates to the proposed Scope of Work. Please include a listing of all projects with a brief description of each. Additional detail and information may be requested of finalists). Separately, please include a complete list of all previous and current clients. Professional Memberships/Registrations

D: Organizational Chart:

Proposer shall include an organizational chart that reflects titles of key staff and management contacts of each individual assigned to provide services under this Proposal. It is the City's requirement that key personnel identified in the Organizational Chart remain during the term of the agreement. The Proposer shall note concurrence on the restrictions to changes in key personnel. A transition plan shall be presented in this section in the event there are proposed changes in key personnel during the term of the

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agreement that are outside of the consulting firm's control or if the City requests such change.

E: References:

Proposer must provide three (3) references for whom Proposer has provided similar services of the nature and scope as set forth in the RFP within the last five (5) years. Include name of agency, name of contact person, telephone number of contact person, and description of services provided.

F: Project Understanding, Overview and Approach:

- Understanding: Proposer must clearly demonstrate in this section an understanding of the tasks outlined in Section IV of this Request for Proposals.
- Approach: Proposer must include in this section its detailed approach to providing those services described in Section IV of this RFP (including all optional tasks) that the Proposer proposes to provide.
- Proposer must identify the services proposed to be provided in response to the Scope of Services. Proposer must note any services not provided by the Proposer.
- Project Management: The City's Assistant City Manager/Public Services Director will serve as a dedicated project manager that will act as the single point of contact and as the contract officer for these services. Additional project oversight will be provided by the City Manager. Proposals should describe the Proposer's approach to project management which ensures coordination with the City's contract officer and a commitment to the project schedule.
- Proposer shall list any resources, City assistance or other items expected to be provided by City in connection with the delivery of these services.
- Proposer may additionally itemize those services which are further recommended or optionally provided but are not noted in the aforementioned paragraphs as requirements. Proposer will title this section as ADDITIONAL SERVICES.
- Project Controls: Describe the Proposer's ability to control costs and provide accurate and timely invoices through internal control measures; to monitor and stay within budget; to monitor schedule and review times and describe the techniques used to complete projects within the proposed time frames.
- Quality Control/Quality Assurance (QA/QC): Describe the firm's QA/QC processes that will be adhered to during the term of the agreement. Describe the method of ensuring accuracy and an overall high quality of work.

G: Schedule:

Proposer must include in this section a detailed overall project schedule for each task and subtask illustrating critical path items, deliverables, and City review times. The schedule should include specific timeframes for deliverables, staff review, and City Council presentations.

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H: Communication Plan:

Proposer must describe the method(s) of communication and how frequently the firm proposes to keep City staff informed of their progress on any given tasks.

I: Compensation/Payment Schedule:

Proposer is required to submit their cost proposal in the format as outlined in Section V. The Compensation shall be submitted in a separate sealed envelope containing the Fee Proposal.

J: Certificate of Insurance:

Proposer shall demonstrate the willingness and ability to submit proof of the required insurance coverage (Attachment 2) set forth in the *Sample Draft Professional Services Agreement* (Attachment 4) prior to execution of the contract.

K: Certification of Proposal:

Proposer is required to sign and submit the Certification of Proposal in Attachment 3.

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SECTION III

PROPOSAL EVALUATION AND SELECTION

An Evaluation Committee will be established by the City. The Committee may be comprised of City staff or other personnel as determined by the City Manager and will evaluate all proposals received in accordance with Section 3-08.150 of the LHMC. The City reserves the right to establish criteria and weight factors. The City shall not be obligated to accept the lowest priced proposal, but the City will make an award in the best interests of the City after all factors are considered, including, but not limited to, the demonstrated competence, experience and professional qualifications of the Proposer.

Selection of qualified proposers will be based on the following criteria as set forth herein. Criteria are listed in random sequence and are not considered in any rank or order of importance. The proposal will be evaluated by the Evaluation Committee on the basis of the response to all requirements of this RFP.

1. Experience of the firm, particularly of staff assigned to provide the requested services
2. Demonstrated understanding of the service needs outlined in this RFP
3. Successful delivery of similar services
4. Location of firm and availability of staff assigned to City
5. Quality of references
6. Proposed costs
7. Content, quality, completeness and form of submitted proposal
8. Interviews

Following evaluation of written proposals, the Committee may hold interviews with the most qualified respondents. The City intends to enter into non-exclusive multi-year Professional Services Agreements on an on-call basis with multiple, qualified Civil Engineering firms as deemed necessary to fulfill the City's needs.

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SECTION IV

SCOPE OF SERVICES

Services to be Provided:

Consultant shall provide all, or any combination, of the following services to the City of Laguna Hills upon issuance of a Task Order. Proposers are invited and encouraged to submit a full range of other additional or optional civil engineering, support, and related services and associated pricing therewith.

1. **Public Works Inspection.** Provide one Public Works Inspector with a minimum of 15 years of experience in public agency construction inspection. Inspector to be available to provide 16 to 20 hours per week of general inspection services for Encroachment Permits, Public Works construction, and related work for 52 weeks per year. Work hours will generally be from 7:00 am to 11:00 am Monday to Friday or as mutually agreed. To the extent the Encroachment Permit work justifies and exceeds these work hours, additional hours of work will be provided.
2. **Capital Improvement Project inspection.** Provide experienced public agency construction inspectors, as needed, for a variety of Public Works, Street Maintenance, Landscape Construction, Traffic Signal Construction, Storm Drain Construction and similar construction inspection services. Assume the duration of work is 60 working days.
3. **Construction Management.** Provide experienced construction managers for Capital Improvement Projects sufficient to carry out the City's multi-year Capital Improvement Program in accordance with the approved City Budget. Consultant is advised that City staff provides Construction Management for most, if not all, Capital Improvement Projects. However, this service is to be made available as determined needed by the City. Assume this service is part time for a period of 60 working days.
4. **Pavement Management Plan Updates.** Provide the biennial update of the City's pavement conditions including field work and reporting in accordance with the OCTA Measure M2 requirements consistent with the City's MicroPaver database. Develop budget scenarios for City maintenance budgets. Upload the outcome of the update of the Pavement Management Plan onto the City's ESRI based GIS system layer for pavement conditions. Prepare a written report meeting the City's requirements and that of OCTA by due dates issued by OCTA. Annually, update the City's maintenance history with the MicroPaver program.
5. **Engineering Plan Check.** Provide plan checking to include subdivision maps, improvement plans, grading plans, storm water quality plans and traffic control

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plans. Assume plan check services will be requested up to ten times per year and each plan check will consist of one set of plans of ten sheets being checked for three cycles of plan check.

6. **Stormwater Program Support.** Provide assistance with management of the City's Stormwater program to include reporting and field inspection services to meet NPDES requirements of both the SARWQCB and SDRWQCB. Assume 80 person-hours per year of support.
7. **Geographic Information System.** Provide support of the City's ESRI based GIS include data layer management and technical operational assistance. Assume monthly system review, maintenance of existing data layers and propose on creation of new data layers.
8. **Civil Engineering Design Services.** Provide design services for the preparation of plans, specifications and estimates for Capital Improvement Projects including, but not limited to, street maintenance, street improvements, street widening, grading, erosion control, traffic control and related improvements. Provide a general estimate of services to be provided for a typical project.

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SECTION V
SCHEDULE OF COMPENSATION/FEEES

Compensation will be provided in accordance with Section 2 of the Sample Professional Agreement (Attachment 4). Compensation will be made at the fees and schedule contained in the Proposer's Proposal/Scope of Work and subject to a Maximum Contract Amount as agreed upon by Proposer and City. In order to facilitate comparison of proposals, the City requires all compensation proposals to be submitted in the format below based on the tasks and sub tasks (including optional tasks) as noted in the Scope of Services above. For each of the tasks noted in Section IV that the proposer intends to offer as services, the Proposer shall list the hourly rate schedule and specific not to exceed amounts for typical services for each task and the total cost for the entire proposal. Specific cost estimates must include:

1. The total number of proposed billed hours by each individual
2. Estimate and description of maximum reimbursable expenses by each individual
3. The hourly rate of each individual
4. The maximum estimated number of billed hours per individual
5. Projected final cost per task

Proposers are required to include all costs for meeting attendance including travel time. The City will not separately reimburse Proposer for travel time or expenses to and from meetings or presentations.

Proposers may also list and discuss additional or optional services not listed in Section IV. Proposers are invited and encouraged to submit a full range of other additional or optional civil engineering, support, and related services and associated pricing therewith. The Compensation/Fees shall be submitted in a separate sealed envelope.

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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 _____ day of _____, 2019, at _____, California.

Signature of Authorized Representative

Name of Authorized Representative

Title of Authorized Representative

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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: _____
Name (Please Print or Type)

By: _____
Consultant's Signature & Title

Date: _____

This executed form must be submitted with proposal.

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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;

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

I) The proposal shall be valid for 180 days from May 29, 2019.

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

Executed this _____ day of _____, 2019, at _____, California.

Name of Proposer: _____

By: _____
(Authorized Signature)

Type Name: _____

Title: _____

Date: _____

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ATTACHMENT 4

SAMPLE DRAFT PROFESSIONAL SERVICES AGREEMENT

(Subject to Revision by City Upon Final Contract Award)

PROFESSIONAL SERVICES AGREEMENT
Bucknam Infrastructure Group, Inc.
(On-Call Civil Engineering, Project Management, and Support Services)

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter "Agreement") is made and entered into, to be effective this 1st day of July 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 BUCKNAM INFRASTRUCTURE GROUP, INC., a California corporation (hereinafter referred to as "Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and are hereinafter collectively referred to as the "Parties."

RECITALS

A. City has determined that there is a need to retain the professional services of a qualified, licensed civil engineering firm to provide as-needed civil engineering consulting services, including public works engineering, project management, capital improvement project delivery, engineering plan review, as well to provide the City with other as-needed engineering, project management and support services, that may be required on an on-call basis (the "Project").

B. In response to City's formal Request for Proposals ("RFP"), dated May 3, 2019, Consultant has submitted to City a proposal, dated May 29, 2019, to provide professional on-call civil engineering, project management, and support 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, specialized equipment, or technical expertise able to perform the work or services contracted for herein.

D. City desires to retain Consultant to provide such professional services for the Project.

NOW, THEREFORE, in consideration of the promises and mutual obligations, covenants, and conditions contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. SERVICES OF CONSULTANT

1.1 Scope of Services and Standard of Performance. In compliance with all terms and conditions of this Agreement, Consultant agrees to provide and perform the on-call civil engineering, project management, and support services to City for the Project as set forth in the

Consultant's Proposal/Scope of Work, dated May 29, 2019, and as set forth in City's Request for Proposals ("RFP")/Scope of Services, dated May 3, 2019, which are attached hereto as Exhibit "A" and Exhibit "B", respectively, and are 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; (2) the Consultant's signed, original Proposal/Scope of Work dated May 29, 2019 ("Consultant's Proposal") and submitted to City; and, (3) the City's Request for Proposals ("RFP")/Scope of Services, dated May 3, 2019, which shall all be referred to collectively hereinafter as the "Contract Documents." The Consultant's Proposal and the City's Request for Proposals, which are both attached hereto as Exhibits "A" and "B," respectively, are hereby incorporated by reference and are made a part of this Agreement. All provisions of this Agreement, the Consultant's Proposal, and the City's Request for Proposals 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; (2nd) the provisions of the City's Request for Proposals (Exhibit "B"); and (3rd) the provisions of the Consultant's Proposal (Exhibit "A").

1.3 Compliance with Law. Consultant shall comply at all times during the term of this Agreement with all applicable federal, state, and local laws, statutes, and ordinances and all lawful orders, rules, and regulations promulgated thereunder, including without limitation all applicable fair labor standards and Cal/OSHA requirements. Consultant shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of the Work and Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with performing the Work and Services. If Consultant performs any Work or Services in violation of such laws, rules, and regulations, Consultant shall be solely responsible for all penalties and costs arising therefrom. Consultant shall defend, indemnify, and hold City, its officials, officers, employees, agents and volunteers, free and harmless from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules, or regulations.

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

1.5 Familiarity with Work. By executing this Agreement, Consultant represents and warrants that it (a) has thoroughly investigated and considered the Scope of Work or Services to be performed, (b) has carefully considered how the Services should be performed and has carefully examined the location or locations at or with respect to where such Services or Work is to be performed, and (c) fully understands the facilities, difficulties, and restrictions attending performance of the Services under this Agreement. If the Services involve work upon any site, Consultant represents and maintains that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of any Services hereunder. Should the Consultant discover any latent or unknown conditions that will materially affect the performance of the Services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the City.

1.6 Care of Work. Consultant shall adopt reasonable methods during the term of the Agreement to furnish continuous protection to the Work and the equipment, materials, papers, documents, plans, studies, and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the Work by the City, except such losses or damages as may be caused by City's own negligence.

1.7 Further Responsibilities of Parties. Both Parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both Parties agree to act in good faith to execute all instruments, prepare all documents, and take all actions as may be reasonably necessary to carry out the purposes of this Agreement.

1.8 Additional Services. City shall have the right at any time during the performance of the Services, without invalidating this Agreement, to order extra work beyond that specified in Contractor's Proposal/Scope of Work (Exhibit "A") or in City's Request for Proposals/Scope of Services ("RFP")/ (Exhibit "B"), or make changes by altering, adding to, or deducting from such Work. No such extra work may be undertaken unless a written order is first given by the City to the Consultant, incorporating therein any adjustment in (i) the Maximum Contract Amount or in the Maximum Annual Contract Amount, as defined below, and/or (ii) the time to perform this Agreement, which adjustments are subject to the written approval of the Consultant. It is

expressly understood by Consultant that the provisions of this section shall not apply to the Work and Services specifically set forth in the Scope of Services or reasonably contemplated therein, regardless of whether the time or materials required to complete any Work or Service identified in the Scope of Services exceeds any time or material amounts or estimates provided therein.

1.9 Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other contractors, consultants, or vendors for services similar to the services that are the subject of this Agreement. Consultant further acknowledges that City may have its own employees perform services similar to the services that are the subject of this Agreement.

2. COMPENSATION

2.1 Maximum Contract Amount. For the Services and Work rendered pursuant to this Agreement, Consultant shall be compensated by City for the services performed, including authorized reimbursements, on a time and materials basis in accordance with the professional hourly rates, charges, and/or unit prices set forth in the Schedule of Compensation/Fees, which is attached hereto as Exhibit "A" and is incorporated herein by reference, but not exceeding the total maximum contract amount of Three Hundred Thousand Dollars (\$300,000.00) (hereinafter referred to as the "Maximum Contract Amount"), which sum shall not exceed Sixty Thousand Dollars (\$60,000.00) per Fiscal Year during the term of this Agreement (hereinafter referred to as the "Maximum Annual Contract Amount"). Compensation shall be payable according to the fees and at the rates, charges, and/or unit prices set forth in Exhibit "A" attached hereto. Compensation for necessary expenditures for reproduction costs, telephone expenses, and transportation expenses must be approved in advance by the Contract Officer designated pursuant to Section 4.2 and will only be approved if such expenses are also specified in the Schedule of Compensation/Fees. The Maximum Contract Amount shall include the attendance of Contractor at all Project meetings deemed reasonably necessary by the City. Contractor shall not be entitled to any increase in the Maximum Contract Amount for attending these meetings. The maximum amount of City's payment obligation under this Agreement is the amount specified in this section.

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

2.3 Optional CPI Adjustment. The fees, rates, and/or unit prices set forth in Consultant's Proposal (Exhibit "A") shall remain fixed and unchanged for the first two years of the term of this Agreement (i.e., from July 1, 2019 through June 30, 2021). Thereafter, Consultant may submit a request to adjust its fees, rates, and/or unit prices once per year during

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

2.4 Changes in Scope. In the event any change or changes in the Scope of Services is requested by the City, the Parties shall execute a written amendment to this Agreement, setting forth with particularity all terms of such amendment, including, but not limited to, any additional professional fees. An amendment may be entered into: (a) to provide for revisions or modifications to documents or other work product or work when documents or other work product or work is required by the enactment or revision of law subsequent to the preparation of any documents, other work product, or work; and/or (b) to provide for additional services not included in this Agreement or not customarily furnished in accordance with generally accepted practice in Consultant's profession.

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

3. SCHEDULE OF PERFORMANCE

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

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

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the Services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant (financial inability excepted), including, but not limited to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, and/or acts of any governmental agency, including the City, if Consultant, within ten (10) days of the commencement of such delay, notifies the City Manager in writing of the causes of the delay. The City Manager shall ascertain

the facts and the extent of delay, and extend the time for performing the Services for the period of the enforced delay when and if in the judgment of the City Manager such delay is justified. The City Manager's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this section.

3.4 Term. Unless earlier terminated as provided elsewhere in this Agreement, this Agreement shall commence upon the effective date of this Agreement and shall continue in full force and effect for a period of five (5) years, commencing on July 1, 2019 and ending on June 30, 2024 ("Initial Term"). The City shall have the unilateral option, at its sole discretion, to renew and extend the term of this Agreement for no more than one additional three (3) year term under the same terms and conditions ("Renewal Option").

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

4. COORDINATION OF WORK

4.1 Representative of Consultant. The following principal of Consultant is hereby designated as being the principal and representative of Consultant authorized to act in its behalf with respect to the Services to be performed under this Agreement and to make all decisions in connection therewith: **Peter J. Bucknam, Project Manager/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 or 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:

<u>To City:</u>	City of Laguna Hills Attention: City Manager 24035 El Toro Road Laguna Hills, California 92653 Telephone: (949) 707-2600 Facsimile: (949) 707-2633
<u>To Consultant:</u>	Bucknam Infrastructure Group, Inc. Attention: Peter J. Bucknam, President 3548 Seagate Way, Suite 230 Oceanside, California 92056 Telephone: (760) 216-6529 E-mail: peter@bucknam-inc.com

10.3 Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior negotiations, arrangements, agreements, representations, and understandings, if any, made by or among the Parties with respect to the subject matter hereof. No amendments or other modifications of this Agreement shall be binding unless executed in writing by both Parties hereto, or their respective successors, assigns, or grantees.

10.4 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be determined to be invalid by a final judgment or decree of a court of competent jurisdiction, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of that provision, or the remaining provisions of this Agreement unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

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

10.6 Third Party Beneficiary. Nothing contained in this Agreement is intended to confer, nor shall this Agreement be construed as conferring, any rights, including, without limitation, any rights as a third-party beneficiary or otherwise, upon any entity or person not a party hereto.

10.7 Recitals. The above-referenced Recitals are hereby incorporated into the Agreement as though fully set forth herein and each Party acknowledges and agrees that such Party is bound, for purposes of this Agreement, by the same.

10.8. Corporate Authority. Each of the undersigned represents and warrants that (i) the Party for which he/she is executing this Agreement is duly authorized and existing, (ii) he/she is duly authorized to execute and deliver this Agreement on behalf of the Party for which he/she is signing, (iii) by so executing this Agreement, the Party for which he/she is signing is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the Party for which he/she is signing is bound.

10.9 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”). Consultant agrees to fully comply with all applicable federal and state labor laws (including, without limitation, if applicable, the Prevailing Wage Laws). It is agreed by the Parties that, in connection with the Work or Services provided pursuant to this Agreement, Consultant shall bear all risks of payment or non-payment of prevailing wages under California law, and Consultant hereby agrees to 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.

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

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have executed and entered into this Agreement as of the date first written above.

“CITY”
City of Laguna Hills,
 a California municipal corporation

 DON SEDGWICK,
 Mayor

ATTEST:

(SEAL)

 MELISSA AU-YEUNG,
 Deputy City Manager/ City Clerk

APPROVED AS TO FORM:

 GREGORY E. SIMONIAN,
 City Attorney

“CONSULTANT”
Bucknam Infrastructure Group, Inc., a
 California corporation

By: _____
 Peter J. Bucknam,
 President and Secretary

By: _____

EXHIBIT “A”

CONSULTANT’S PROPOSAL/ SCOPE OF WORK

DATED: May 29, 2019

SCOPE OF WORK FOR PROJECT

INCLUDING,

SCHEDULE OF PERFORMANCE

AND

SCHEDULE OF COMPENSATION/ FEES

ORIGINAL

PROPOSAL FOR ON-CALL CIVIL ENGINEERING PROJECT MANAGEMENT AND SUPPORT SERVICES

City of Laguna Hills, CA

May 29, 2019

Submitted by:

Bucknam Infrastructure Group, Inc.

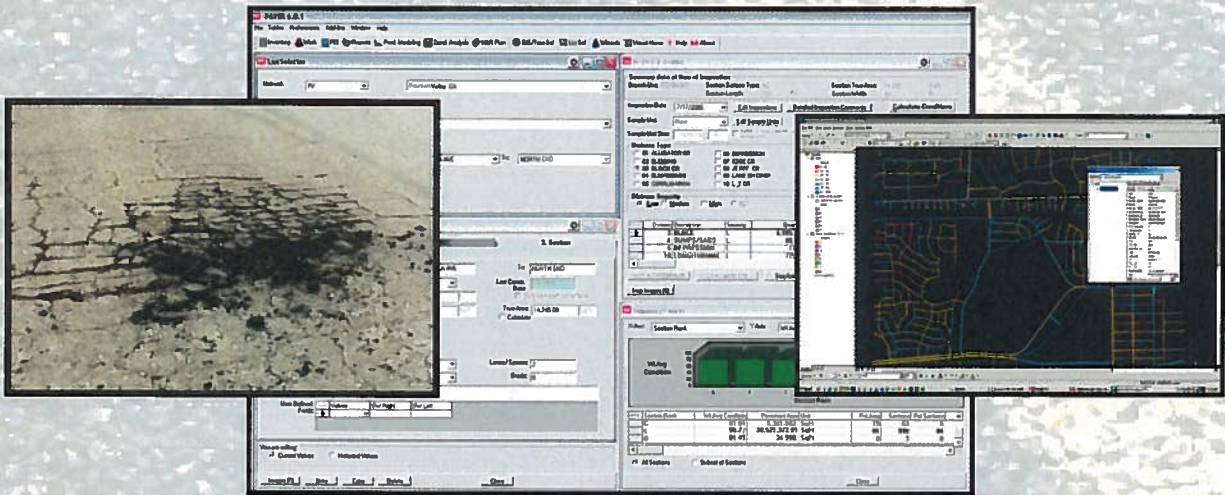


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May 29, 2019

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

Subject: Proposal for On-Call Civil Engineering, Project Management and Support Services

Dear Ken:

It is our pleasure to submit our infrastructure management qualifications to the City of Laguna Hills for the continuing, proactive management of your Infrastructure Management Program. With the City seeking to continue the strong development / implementation of infrastructure management methodologies through advanced pavement inspections, Capital Improvement reporting (CIP), OCTA compliance reporting and GIS development/management. *Bucknam Infrastructure Group, Inc.* has identified a cost efficient method to assist the City in the continued development of your infrastructure management program. Our team will focus our high-end pavement / right-of-way management knowledge, extensive Laguna Hills - Orange County experience and GIS/GPS technologies to optimize the City's revenues by implementing manageable and reliable operation and maintenance methodologies.

We have enclosed the requested Company, project approach and experience information for your review and consideration. Bucknam is submitting our proposal for the following services:

- **#4, Pavement Management Plan Updates**
- **#7, Geographic Information System**
- Bucknam Infrastructure Group, Inc. (Fed EID – 45-2723662)
- Bucknam Infrastructure Group, Inc. (California S-Corporation) – Incorporated 2011
- Cover Letter (Company Contact)
 - Bucknam Infrastructure Group, Inc., 3548 Seagate Way, Suite 230, Oceanside, CA 760-216-6529 (office); 760-216-6549 (fax);
 - Contact: Mr. Peter J. Bucknam, Project Manager / President / Sole Owner
 - 760-216-6529 (office); 714-501-1024 (cell); email contact: peter@bucknam-inc.com. Mr. Peter Bucknam will serve as the primary contact for projects under contract with the City of Laguna Hills
- Qualifications / Experience (Section 1)
- Project Management / Project Team (Section 2)
- Project Understanding / Approach (Section 3)
- Fee Proposal (Pricing Sheet – separate sealed envelope)

With our staff under contract with Laguna Hills since 1998 for infrastructure management services, we will continue to provide the quality services such as:

- ❖ Relevant and accurate PMP survey services based on our ongoing work with the Orange County Transportation Authority (OCTA), Measure M2 compliance **(Bucknam has assisted sixteen (16) OC agencies comply with M2 in the past two years)**

BUCKNAM INFRASTRUCTURE GROUP, INC.
3548 Seagate Way, Suite 230 Oceanside, CA 92056
T. 760.216.6529 F. 760.216.6549
www.bucknam-inc.com

- ❖ Served as the Project Manager for Laguna Hills's Infrastructure/Pavement Management Program since 1998;
- ❖ Local-Orange County knowledge and experience gained through our management of 60 local agency PMP's within Southern California; **Mr. Peter Bucknam is currently serving as Project Manager for numerous Orange County PMP projects (i.e. Irvine, Fullerton, La Palma, Brea, San Juan Capistrano, Aliso Viejo, Fountain Valley, Huntington Beach, Costa Mesa, Tustin, RSM, Laguna Beach, Laguna Hills, San Clemente, La Habra, and Westminster)** and he has personally managed over 300 PMP projects over the past twenty years;
- ❖ Comprehensive Geographic Information System services **(Bucknam is currently providing "citywide" GIS Enterprise management services for six (6) SoCal local agencies;**
- ❖ Project/engineering experience that brings the understanding that MicroPAVER results are not set in stone; we proactively use the available data to enhance budget forecasting, project planning and maintenance zone development;
- ❖ Cost effective management methodologies, from the project kickoff through final reporting, gained through our Project Manager's experience and use of GIS tablet-based / digital roadway imaging surveys; and
- ❖ Professional Engineering experience through our Principal, Mr. Steve Bucknam, P.E. who brings 40+ years of public/private local agency experience. Mr. Bucknam has served as City Engineer, Deputy City Manager, Design Engineer and Utilities Director for numerous public agencies

As Project Manager, my goal is not just to meet the requirements of this project but establish a living document (Arterial & Local pavement CIP / **Renewed Measure M2 submittal**) that will be used throughout the term of the CIP as well as implement achievable long-term infrastructure management goals in coordination with City schedules.

By selecting *Bucknam Infrastructure Group, Inc.*, the City of Laguna Hills will continue to receive a strong, knowledgeable, innovative, and communicative team with the experience to implement a cost-effective infrastructure management program. Our handpicked pavement management professionals are committed to delivering quality services to the City. Mr. Peter Bucknam will represent our firm for this project and can be contacted at 760-216-6529 (work) 714-501-1024 (cell) or email at peter@bucknam-inc.com.

Bucknam Infrastructure Group has no history of Litigation/Adverse Judgement History

Respectfully submitted,
Bucknam Infrastructure Group, Inc.



Peter J. Bucknam
 Project Manager / President

Qualifications / References



Firm Qualifications

Bucknam Infrastructure Group, Inc. (est. 2011, CA S-Corporation) has a full-service office in Southern California and is committed to building stronger relationships with government organizations through frequent communication and team building. Founded by Mr. Peter Bucknam (peter@bucknam-inc.com), our firm builds long-term partnerships with agencies that expect and require accuracy, efficiency, and integrity in all aspects of community services. Our experienced staff is committed to ensuring that immediate and long-term goals are met and are a top priority in the development of pavement management, infrastructure management, financial, geographic information systems (GIS), and facility management projects.

Our full-service Infrastructure Management - GIS Division provides comprehensive engineering and infrastructure management services (includes ten dedicated division staff members), as well as database management, pavement / ROW field inspection services, and GIS automation and management.

Our extensive professional experience within local agencies includes:

- Pavement – CIP Management (PMP)
- Pavement Data Conversion
- Pavement Condition Surveys
- PMS/GIS Coordination
- GIS Operations and Maintenance Services
- Citywide GIS Management Services
- Automated Pavement Management / GPS Digital / Stereo Surveys
- Inland Empire PMP Compliance Reporting
- Los Angeles County (METRO) PMP compliance
- OCTA Measure Renewed Measure M PMP Compliance Reporting
- ADA Self-Evaluation/Transition Planning
- Public Right-of-Way inventories
- Sidewalk Condition Assessment Services
- Traffic Control Device Inventory/Sign Inventories
- Maintenance Management Programs
- Record Retention Services



In addition to the extensive knowledge and experience of our infrastructure management professionals, *Bucknam Infrastructure Group, Inc. (Bucknam)* provides a broad scope of administrative, inspection, construction management, civil engineering, and GIS services to public agencies. The extensive experience of *Bucknam* staff, coupled with its service to more than 75 cities and other public agencies, assures our clients that the firm is a broad based resource with an understanding of today's infrastructure issues and knows how to provide the necessary solutions to public agencies in today's complex governmental environment.

Bucknam commits to providing its clients with personalized service. By selecting *Bucknam*, the City of Laguna Hills will receive a strong, knowledgeable, innovative, and communicative team with the experience to implement a cost-effective management program.

Qualifications / References



Our handpicked management professionals are committed to delivering quality services to the City. Our primary and responsible office for this project is located in Oceanside, CA.

We bring a wealth of experience to the City through our successful track record, pavement management knowledge through application, and relationship building through trust and adherence to schedule. Mr. Bucknam has the authority to bind the company to the City's contractual agreement. We look forward to working with you on your project.

Relevant Project Experience

The following project experience presents our description of work, its relevance in completing similar projects for numerous other agencies, Prop. A & C, METRO compliance, OCTA Measure M & M2 PMP experience, PMP software training expertise, and the broad knowledge of our pavement project team. Our project team brings over 75 years of public/private engineering and data management experience to the City of Laguna Hills. This includes over 300+ PMP projects covering turn-key projects, simply training of City staff with pavement management methods, County Measure/Proposition compliancy, financial strategies and Capital Improvement Programs.

Mr. Steve Bucknam, P.E. (Principal) and Mr. Peter Bucknam (PM), have worked with over half the cities within Orange County, 25+ Los Angeles county local agencies, seven (7) San Diego County local agencies, and ten (10) Inland Empire County cities regarding pavement management projects.

Over the past twenty years, we have worked on numerous projects similar to Laguna Hills' current PMP project. We have listed four (4) similar "long-term" pavement management projects that cover the same task descriptions as listed in your RFP.

1. FY 2001/19 – City of Ontario, "Citywide Pavement Management Program-GIS"
2. FY 2008/19 – City of Irvine, "Citywide Pavement Management Program – GIS"
3. FY 1998/19 – City of Fountain Valley, "Citywide PMP, GIS Enterprise Management"
4. FY 2018-/19 – City of La Habra, "Citywide GIS Implementation - Management"

Bucknam Infrastructure Group, Inc.

Citywide Pavement Management Program

City of Ontario (2001-2019)

Mr. Bill Braun, Public Works Project Manager - (909) 395-2129
303 East "B" Street, Ontario, CA 91764; bbraun@ontarioca.gov

Our Project Manager, Mr. Peter Bucknam, has worked with the City of Ontario and their Pavement Management Program since 2001. Through twelve (12) unique PMP updates, several City project managers Bucknam has provided solid, accurate and proactive PMP services to the City. Since 2008, Bucknam has been awarded several three-year PMP contracts that have allowed our team to increase the City's PCI from the 50's to the 80's.

Qualifications / References



On an annual basis, Bucknam provides identical PMP services that are listed within your agency's RFP. This includes PMP software and work history updates, PCI inspections, CIP and Operations & Maintenance budgetary analysis / reporting and GIS services. Team members: PM-Peter Bucknam, Lead Tech-Colin Anderson, GIS Analyst-Aaron Sutton, Field Tech-Shaun Russo).

Citywide Pavement Management Program Update City of Irvine (2008-2019)

Mr. Joe Dillman, Public Works Street Supervisor – (949) 724-7696
6427 Oak Canyon, Irvine, CA 92618 (jdillman@ci.irvine.ca.us)

Bucknam was recently selected by the City of Irvine to perform a citywide conversion of their previous CHEC pavement software to MicroPAVER as well as perform 400 miles of pavement survey. Our staff developed a citywide capital improvement plan that proactively developed an OCTA Measure M2 compliant MPAH network and a local maintenance zone program that will garner the greatest return-on-investment for the City. All MicroPAVER data was be linked to the City's GIS system through the GBA Master Series software. Since 2008 Bucknam has provided annual PMP As-Needed Services to ensure all PMP data is accurate and relevant to the City's Strategic PMP Business Plan. Based on our assessment, conversion and implementation efforts, the City contracted with our firm through fiscal year 2019 for pavement management services; our 11th year of service to the City!

Additionally, our staff is currently performing pavement management and inspection services on all designated "off-street" bike and trail pathways, park sidewalk and facility hardscapes (Biennial); Team members: PM-Peter Bucknam, Lead Tech-Colin Anderson, GIS Analyst-Aaron Sutton, Field Tech-Shaun Russo).

Citywide Infrastructure Management Program - GIS City of Fountain Valley (1998-2019)

Mr. Mark Lewis, City Engineer – (714) 593-4435
10200 Slater Avenue, Fountain Valley, CA 92708 (mark.lewis@fountainvalley.org)

Mr. Peter Bucknam has managed the City of Fountain Valley's pavement management program for over twenty-one (21) years and is current beginning the 2019 annual PMP update for **Renewed Measure M compliance**.

Over the twenty-one years Mr. Bucknam has overseen fifteen phases of pavement survey, built the City's Pavement-GIS layer, and assisted the City in accomplishing the overlay of more than 90% of the City's arterial network. Our firm converted all pavement data from CarteGraph to MicroPAVER (2005) based on the use of the program from surrounding agencies and its integration into the City's GIS Intranet program.

Qualifications / References



In 2013, Bucknam Infrastructure Group became the City's "go-to" GIS consultant (Contract GIS Services) and has supported the City ever since; Mr. Peter Bucknam serves as the Project Manager for GIS/GPS related projects and surveys across all City departments.

Residential maintenance zone management is now the focus of the program where our project team is performing survey, coring and the reorganization of the City's slurry/overlay zones to create a more attainable, proactive residential maintenance program. Additionally, this fiscal year, our staff is performing a local/residential pavement management study (25% survey) for the City.

Team members: PM-Peter Bucknam, Lead Tech-Colin Anderson, GIS Analyst-Aaron Sutton, Field Tech-Shaun Russo).



Citywide GIS Implementation - Management City of La Habra (2018-2019)

Mr. Patton Chu, Deputy Director of IT – (562) 383-4090
110 E. La Habra Boulevard, La Habra, CA 90631 (pchu@lahabraca.gov)

Bucknam was selected by the City of La Habra in 2018 to implement Phase I GIS Services which consisted of building the necessary cornerstone GIS data, data structures and ESRI access. This project was implemented and tested through the City's CAD-RMS Police dispatch software (Spillman) and led to our on-going Phase II GIS Services.

Phase II GIS Services included the implementation of ESRI ArcOnline, Portal, Web Adaptor and essential geodatasets that have enabled the City's GIS to go live for the first time within each department. Bucknam continues to play an essential role in the day-to-day management of all GIS data, monthly APN-Parcel updates, GIS digitization, map production, staff training and Phase III GIS growth (the La Habra GIS Business Plan).

Qualifications / References



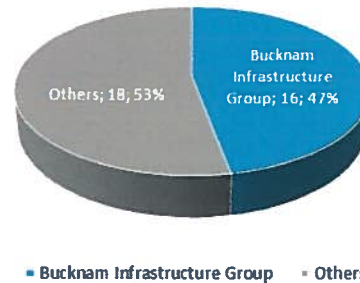
Delineation of Bucknam Infrastructure Group's Strengths

As Bucknam approaches twenty-one (21) years of infrastructure management experience, our firm is distinct and unique in the fact that we have continued to improve upon our long-term local agency client based throughout Orange County. Building and establishing long-term client relationships through PMP management is a clear delineation of our professional services.

Bucknam's experience and qualifications directly related to this project and other key delineation strengths include:

- Working with 16 of the 34 Orange County local agencies in the past two years;
- Has served as Laguna Hills's Pavement Management project team since 1998 (eleven phases of two-year support);
- Staff / Firm is certified through OCTA and MTC for use and management of MicroPAVER / StreetSaver respectively;
- Focused managers / field technicians that perform infrastructure management services at cost-competitive rates and deliver quality products;
- Proven GIS Enterprise Implementation, Build and Operation/Management for numerous SoCal cities;
- Local presence (Laguna Niguel / Oceanside offices) allows our firm to be on-site within an hour to respond Laguna Hills requests and needs;
- Proven economic ROI regarding long-term Pavement CIP's recommendations, implementation, maintenance applications and increased PCI's.

Bucknam PMP OC Clients (16 of 34)





Project Management / Project Team

Bucknam Management

Bucknam will bring our extensive experience to the City of Laguna Hills by building upon our knowledge and understanding of your PMP goals. Our infrastructure team includes nine (9) dedicated, qualified managers and field technicians that have served under his management for over twenty years on PMP projects. His team of inspectors will update your PMP through sound Army Corps of Engineers – ASTM D6433-16 inspection methodologies. Our GIS team includes four (4) full-time staff (PM, GIS Analysts, GIS Tech's) that currently support 5+ local agencies with their day-to-day GIS needs.

Based on the scope of work related to this project, our team brings a tremendous amount of experience to the City of Laguna Hills regarding innovative survey methodologies (i.e. Tablet-based, ESRI/ArcGIS Online GIS management and/or automated digital roadway imaging). We bring a wealth of relevant project experience, infrastructure/GIS application knowledge and relationship building through trust and adherence to schedule.

Status Meetings and Progress Reports

- 1) Minimum of three meetings during the project (kickoff 60% and 100% completion meeting); 2) Field review meetings (if necessary); 3) Monthly progress status reports will be delivered to City project manager demonstrating total billings, billings remaining, etc.

Project Team – Personnel

The *Bucknam* infrastructure management team's local agency expertise is demonstrated through:

- ❖ Our experience of managing pavement projects over the past twenty years;
- ❖ Assisting cities comply with County PMP Propositions / Measures
- ❖ Implementing MicroPAVER/StreetSaver throughout Southern California
- ❖ Extensive Los Angeles, Orange, San Diego, Ventura, and Inland Empire PMP project management experience;
- ❖ Our understanding of public works projects from the "city" side through City Engineer Public Works Director and GIS Manager experience;
- ❖ Implementing a realistic, proactive and repeatable PMP methodology that matches your agencies needs and goals.

Bucknam will continue to bring our extensive experience to the City of Laguna Hills by building upon our knowledge and understanding of your PMP goals.

For example, we will bring new perspectives through "planned area" scheduling adjustments to gain the largest ROI, alternative pavement applications (i.e. rubberized asphalts, cape seals, High Density Mineral Bond (HDMB), etc.) and progressive GIS applications (Lucity, ArcGIS Online). Mr. Bucknam's pavement team includes ten (10) dedicated, qualified managers, management analysts and field technicians that have served under his management for over twenty years on PMP projects. His team of inspectors will update your PMP through sound Army Corps of Engineers – ASTM D6433-16 inspection methodologies.

Project Management / Project Team



Mr. Bucknam's experience covers the management / implementation of infrastructure management programs that exceeds 44,550 miles of pavement for more than 70 cities and 300+ PMP projects.

Based on the scope of work related to this project, our team brings a tremendous amount of experience to the City of Laguna Hills regarding field and in-house training for ESRI (GIS), MicroPAVER, StreetSaver and CarteGraph and innovative survey methodologies (i.e. Tablet-based walking/windshield and/or automated digital roadway imaging).

No key person designated to this project will be removed or replaced w/o prior written consent from the City

Bucknam – Key Project Team / Experience

STEVE BUCKNAM, P.E., Principal-in-Charge, will be responsible for the overall performance of the project, day-to-day management and provide quality assurance review. Mr. Steve Bucknam is a licensed Civil Engineer (LIC #20903) and will oversee all tasks for this project. Mr. Bucknam is a former Deputy City Manager for Public Works and City Engineer of Norwalk, and City Engineer in Arcadia and Pacifica, California. He has over 45 years of professional experience and has managed street maintenance, reconstruction and improvement programs.

He has developed and administered Street maintenance and improvement programs in those cities as well as the City of Newport Beach where he served as Design Division head. He has extensive experience in capital program planning, pavement construction and budgeting for street improvement programs.

PETER BUCKNAM, Project Manager, has managed 300+ pavement management projects over the past 20 years in the Southern California region and will be the Project Manager for Laguna Hills' PMP project. Within this time he has served as project manager for seventy agencies in the Southern California, specifically Laguna Hills since 1998. Peter is committed to the project from the receipt of the notice-to-proceed through completion and furthermore he is a certified PMS software trainer on MicroPAVER and performed numerous training sessions for local agencies. He has performed over 40 training workshops covering software's such as MicroPAVER, StreetSaver and CarteGraph.

He brings his expertise to cities through converting, implementing, updating, and enhancing pavement management and GIS Enterprise programs.

Mr. Bucknam has spoken at numerous conferences pertaining to pavement practices, surveying, management and GIS integration as well as conducted numerous City Council pavement studies.

As the City moves into the "program management" phase for its pavement program, Mr. Bucknam brings his experience of working with individual cities for numerous years, where he has assisted cities from the onset (turn-key, data conversion) to high-end pavement management and GIS integration and County compliance. Our staff is proud of the numerous long-term, on-call PMP support contracts we continue to serve with local agencies (e.g. Lake Elsinore, Ontario, Fountain Valley, Huntington Beach, Newport Beach, and Rancho Santa Margarita, Irvine, John Wayne Airport).

Project Management / Project Team



Mr. Bucknam will continue to bring new, fresh and proactive recommendations to this project (i.e. planned area maintenance) and will identify realistic program management and fiscal goals to assist the City in its upcoming CIP. Our team brings proven conversion and survey methodologies that efficiently and accurately update all pavement data within the City's PMS. The City will receive recommendations that are sound and achievable, rather than timid or unrealistic.

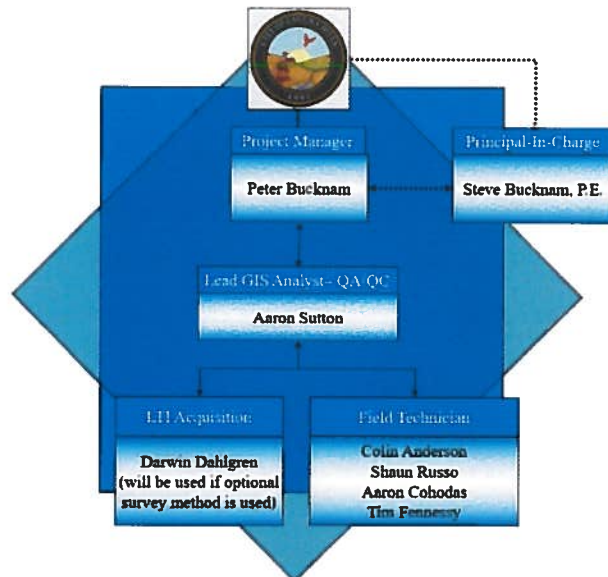
AARON SUTTON, Lead GIS Analyst, will oversee all GIS and PMP data migration prior and during the project. He drives all GIS creation, PMP mapping, editing and deliverables for the project and is our key staffer for the ArcGIS Online web-hosting services that we provide. Mr. Sutton manages five (5) citywide GIS Enterprises and has been involved with over 82 pavement management projects within LA, San Diego and Orange counties.

LINDA WILLIAMS, GIS Analyst, will support all GIS and PMP data migration prior and during the project. She is an essential team member for our GIS assessment, digitization, networking, PMP mapping, editing and deliverables for the project. Mrs. Williams is currently involved with all 5+ GIS clients that Bucknam supports and performs day-to-day communication with local agency side project managers.

COLIN ANDERSON, Lead Field Technician, will be the lead field surveyor for this project. His responsibilities will include surveying, quality control, and working with our management staff ensuring the updated PMP database is complete. He has been involved with over 62 pavement management projects and brings his wealth of PMP software, GIS and inspection experience to this project. **Colin is a certified ASTM D6433 inspector.**

SHAUN RUSSO, Field Technician, will be a supportive field surveyor for this project. His responsibilities will include surveying, quality control, and working with our management staff ensuring the updated PMP database is complete. Mr. Russo has been involved with over 21 pavement management projects and brings his wealth of PMP software, GIS and inspection experience to this project. **Shaun is a certified ASTM D6433.**

AARON COHODAS, Field Technician, will be a supportive field surveyor for this project. His responsibilities will include surveying, quality control, and working with our management staff ensuring the updated PMP database is complete. He has been involved with over 95 pavement management projects and brings his wealth of PMP software, GIS and inspection experience to this project. **Dan is a certified ASTM D6433 inspector.**



Project Management / Project Team



With three Infrastructure/GIS technicians on this project that are trained in the Army Corps of Engineers survey methodologies and are available to begin work immediately; your project schedule will be expedited.

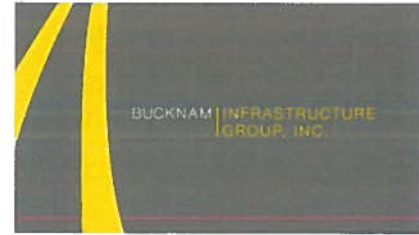
Our team will be able to survey the annual allocated miles of pavement within two (2) weeks' time due to our familiarity with the Laguna Hills PMP network, experience, availability and manpower.

In case of heavy rain that can potentially delay scheduled street inspections, our team includes two (2) additional certified PMP inspectors that can be added to our Field Technician team above, if necessary.

Team Resumes

(See following pages)

Peter J. Bucknam / Project Manager
Director of Infrastructure Management – GIS



EDUCATION

B.A., Geography – Urban Planning, San Diego State University, 1997

PROFESSIONAL DATA

Member, American Public Works Association

Member, Maintenance Superintendents Association

Chair, Transportation Committee, Inland Empire Report Card (ASCE) – 2005/06 & 2008/09

Co-Chair, Member APWA Committee for Street and Technology 2003-2015

Certificate of Professional Development – ASTM D6433-16; MicroPAVER

Certificate of Completion – OCTA MicroPAVER / StreetSaver Distress Training (2011 thru 2018)

NASSCO – Certificate, National Pipeline Assessment Certification Program (PACP)

QUALIFICATIONS / EXPERIENCE OVERVIEW

Peter Bucknam is an expert in infrastructure project management, training, planning, resource management, implementation and program management. He has over twenty years' experience in the area of Geographic Information Systems and infrastructure asset management. Mr. Bucknam has managed a wide range of infrastructure project tasks including the collection and input of infrastructure survey data, preparation of Public Works capital improvement program projections and reports, infrastructure/software needs assessments, GIS/GPS data collection, data conversion and quality control.

Mr. Bucknam has performed infrastructure management services to over 70+ local agencies and is currently serving as project manager for numerous pavement management programs throughout Southern California. He has personally served as project manager for 220+ PMP projects throughout Riverside, San Bernardino, San Diego, Orange and Los Angeles counties. He has worked with over 25 Los Angeles cities and he is currently working with 17 of the 34 Orange County agencies regarding Measure M2 MicroPAVER/StreetSaver compliance.

His project level and management experience covers: pavement/sidewalk management, Traffic Control Device Inventories (TCDI), GIS implementation, Traffic Signal surveys, Right-of-Way (ROW) surveys, and ADA survey/compliance. In managing over 200 infrastructure projects in the past sixteen years, Mr. Bucknam has used a diverse amount of software to assist local agencies implement infrastructure management programs and GASB 34. These programs include MicroPAVER, MTC StreetSaver, LambdaTech's GPSVision, CartéGraph, ESRI products, Crossroads, Lucity, Energov, Spillman, GBA Master Series, and MapInfo.

Prior to joining *Bucknam Infrastructure Group, Inc.*, Mr. Bucknam served as Director of Infrastructure Management-GIS with an Engineering consulting firm where he managed numerous public works infrastructure/ROW projects ranging from surveying, maintenance life-cycles, cost & benefit analysis, financing and construction cost estimating. This included researching, surveying, converting and implementing multiple phase pavement management projects which provided better management practices, data efficiencies and GIS functionality within local governments and maintenance facilities. In addition, he provided technical (software) support for the on-going citywide PMS projects as well as developing capital improvement plans/budgets for integrating Tablet-GIS data management functionality into future maintenance efforts.

SAMPLE OF PETER BUCKNAM'S PROJECT MANAGEMENT EXPERIENCE (1997-2019)

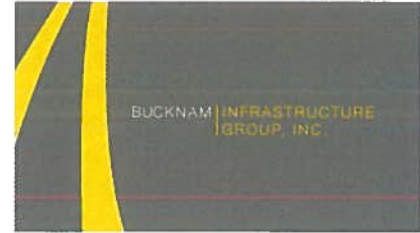
- 2019 Citywide GIS Operation & Maint. Services, City of La Habra
- 2019 Citywide GIS Operation & Maint. Services, City of Tustin
- 2019 Citywide GIS Operation & Maint. Services, City of Duarte
- 2019 Citywide GIS Operation & Maint. Services, City of Paso Robles
- 2019 Citywide GIS Operation & Maint. Services, City of Fountain Valley
- 2019 Citywide GIS Operation & Maint. Services, City of Alhambra
- 2019 Citywide GIS Operation & Maint. Services, City of Menifee
- 2019 Pavement management Program, City of Redlands
- 2019 Pavement Management Program, City of Rialto
- 2019 Pavement Management Program, City of Palmdale
- 2019 Pavement Management Program, City of El Segundo
- 2019 Pavement Management Program, City of Fountain Valley
- 2019 Pavement Management Program, City of San Clemente
- 2019 Pavement Management Program, City of San Juan Capistrano
- 2019 Pavement Management Program, City of Tustin
- 2019 Pavement Management Program, City of Fountain Valley
- 2019 Pavement Management Program, City of Signal Hill
- 2019 Pavement Management Program, City of La Habra Heights
- 2019-22 Pavement Management Program, City of Costa Mesa
- 2019 Pavement Management Program, City of Covina
- **2008-20 Pavement Management Program, City of Laguna Hills**
- 2018 Pavement Management Program, City of La Habra
- 2018 Pavement Management Program, City of Fullerton
- 2018 Pavement Management Program, City of Menifee
- 2018 Pavement Management Program, City of Ontario
- 2018 Pavement Management Program, City of Vista
- 2018 Pavement Management Program, City of Brea
- 2018 Pavement Management Program, City of Culver City
- 2018 Pavement Management Program, City of Rosemead
- 2018 Pavement Management Program, City of Bellflower
- 2018 GIS Services – Sewer Digitization, City of Hermosa Beach
- 2018 Pavement Management Program, City of Monterey Park
- 2018 Pavement Management Program, City of Irvine
- 2018 Pavement Management Program, City of La Palma
- 2018 Pavement Management Program, City of Fountain Valley
- 2018 Citywide GIS Operation & Maint. Services, City of Fountain Valley
- 2018 Citywide GIS Operation & Maint. Services, City of Alhambra
- 2018 Storm Drain GIS Program, City of Westminster
- 2018 Sign Inventory Program, City of Palmdale
- 2018 Pavement Management Program, City of Westminster
- 2018 Pavement Management Program, City of Huntington Beach
- 2018 Pavement Management Program, City of Aliso Viejo
- 2018 Pavement Management Program, City of Laguna Beach
- 2017 Pavement Management Program, City of San Juan Capistrano
- 2017 On-Call GIS Services, City of Irvine
- 2017 On-Call PMP Services, City of Irvine

C. Stephen Bucknam, Jr., P.E., Principal-In-Charge

EDUCATION

B.S., Civil Engineering, Loyola University of Los Angeles, 1967

M.S., Environmental Engineering, Loyola University of Los Angeles, 1972



PROFESSIONAL DATA

Registered Professional Engineer, States of California (No.20903) and Washington (No.17310)

California State Community College Teaching Credential

Fellow, American Society of Civil Engineers

Former, City Engineer, Deputy City Manager, City of Norwalk

Member, Board of Directors – Urban Water Institute

Life Member, American Public Works Association

Member, Water Environment Foundation

Member, University of California Irvine, Civil & Environmental Engineering Affiliates

Honorary Member, Chi Epsilon

EXPERIENCE OVERVIEW

Over forty years' experience in the administration, management, planning, design and construction management of public works and development programs and projects including: water and wastewater projects, pavement management programs, transportation, drainage, including: program management, master planning, infrastructure planning and maintenance programming, environmental studies, street, highway, alley, storm drain, water and sewer system design, rate studies, emergency planning, facilities design, groundwater studies, wells, reservoirs, site studies, pump stations, lift stations, intergovernmental negotiations and agreements, hydrology, treatment facilities, building design, grants, regulatory permitting, system appraisals, R/W negotiations, acquisitions and documentation, project management, production control, operations studies, capital improvement programming and budgeting, hydroelectric projects, underground utilities, assessment districts, surveying, mapping, legal testimony to public boards, commissions and councils, and direction of technical advisory committees to joint powers agencies and water districts.

Transportation / Streets – Highways - Traffic

Served as Contract City Engineer for the City of Arcadia responsible for long range advanced planning of the City's transportation engineering program. Directed the preparation of the City's Transportation Master Plan which identified, consistent with the City's General Plan the transportation related needs under these requirements so of AB 1600 nexus constraints.

Acted as Principal in charge over a Pacific Coast Highway (SR-1)/Newport Boulevard (SR-55) interchange, City of Newport Beach. Project involves a study of various alternatives, conventional and unconventional, for improvements to the existing interchange.

Restraints include limited right-of-way, environmental challenges (e.g., Newport channel bridge widening, "Arches" liquor store and restaurant property acquisition, and existing bridge aesthetics), and potential hazardous waste issues. Alternatives were evaluated and selected to include in the PSR. Included project

coordination with various agencies and sub consultants, and oversight of concept geometries, cost estimating, and report preparation.

Conceptual study, Project Study Report, and Project Report for I-710/Firestone Boulevard interchange modification and Firestone Boulevard improvements for City of South Gate. Also involved a feasibility study which included preparation of a traffic study, conceptual plans for several types of interchanges, construction cost estimates, and preliminary Caltrans Project Study Report. Prepared ISTE National Highway System funding application for authorization and appropriation. Coordination with Caltrans District 7.

Mr. Bucknam has served as the working Principal / Civil Engineer for all pavement management related projects that Bucknam has performed. This includes projects listed below:

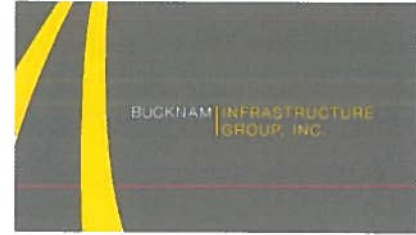
- 2019 Pavement Management Program, City of Rialto
- 2019 Pavement Management Program, City of Palmdale
- 2019 Pavement Management Program, City of El Segundo
- 2019 Citywide GIS Operation & Maint. Services, City of Duarte
- 2019 Citywide GIS Operation & Maint. Services, City of Paso Robles
- 2019 Pavement Management Program, City of Fountain Valley
- 2019 Pavement Management Program, City of San Clemente
- 2019 Pavement Management Program, City of San Juan Capistrano
- 2019 Pavement Management Program, City of Tustin
- 2019 Pavement Management Program, City of Fountain Valley
- 2019 Pavement Management Program, City of Signal Hill
- 2019 Pavement Management Program, City of La Habra Heights
- 2019-22 Pavement Management Program, City of Costa Mesa
- 2019 Pavement Management Program, City of Rialto
- 2018 Pavement Management Program, City of La Habra
- 2018 Pavement Management Program, City of Fullerton
- 2018 Pavement Management Program, City of Menifee
- 2018 Pavement Management Program, City of Ontario
- 2018 Pavement Management Program, City of Vista
- 2018 Pavement Management Program, City of Brea
- 2018 Pavement Management Program, City of Culver City
- 2018 Pavement Management Program, City of Rosemead
- 2018 Pavement Management Program, City of Bellflower
- 2018 Pavement Management Program, City of Monterey Park
- 2018 Pavement Management Program, City of Irvine
- 2018 Pavement Management Program, City of La Palma
- 2018 Pavement Management Program, City of Fullerton
- 2018 Pavement Management Program, City of Fountain Valley
- 2018 Citywide GIS Operation & Maint. Services, City of Fountain Valley
- 2018 Citywide GIS Operation & Maint. Services, City of Alhambra
- 2018 Storm Drain GIS Program, City of Westminster
- 2018 Sign Inventory Program, City of Palmdale
- 2018 Pavement Management Program, City of Westminster
- 2018 Pavement Management Program, City of Huntington Beach
- 2018 Pavement Management Program, City of Aliso Viejo
- 2018 Pavement Management Program, City of Laguna Beach
- 2017 Pavement Management Program, City of San Juan Capistrano

Aaron Sutton / Lead GIS Analyst

EDUCATION

B.S., Ceramic Engineering, Clemson University, South Carolina

M.S., GIS – Remote Sensing; coursework completed, San Diego State University, San Diego, California



QUALIFICATIONS / EXPERIENCE OVERVIEW

Aaron Sutton has expertise applying GIS to a variety of projects across multiple disciplines including Engineering & Land Development, Cultural Resources, Biological Surveys, Air Quality, Urban Planning and Asset Management. He has over 15 years of experience in the area of Geographic Information Systems. Mr. Sutton has managed a wide range of GIS project tasks including the geodatabase design and GIS server management, collection and management of surveyed data, GPS surveying, asset digitizing from various sources (aerial photos, CAD drawings, historical maps, etc.), building online mapping applications, publishing data to various formats, figure and map book production, data conversions, and quality control.

Mr. Sutton has performed infrastructure management services to over 40+ local agencies and is currently serving as Lead GIS Analyst for numerous infrastructure - GIS management programs throughout Southern California. He has personally served as the GIS / QA-QC supervisor for 50 PMP projects throughout San Diego, Orange, Riverside, Imperial, and Los Angeles counties. He has worked with over ten (10) Los Angeles cities and he is currently working with seventeen (17) Orange County of the 34 OC agencies regarding Measure M2 MicroPAVER compliance.

His project level and management experience covers: pavement/sidewalk management, Traffic Control Device Inventories (TCDI), Public Works Utility-GIS management, Record Retention, CAD-RMS GIS management, GIS Enterprise implementation, and Right-of-Way (ROW) surveys. In managing over 40 infrastructure projects in the past ten years, Mr. Sutton has used a diverse amount of software to assist local agencies implement infrastructure management programs. These software programs include Lucity, Accela, EnerGov, CAD-RMS, LUCA, MicroPAVER, MTC, LambdaTech's GPSVision, CartéGraph and the full-suite of ESRI.

Prior to joining *Bucknam Infrastructure Group, Inc.*, Mr. Sutton provided GIS consulting services to firms in the areas of Cultural Resources, Biological Resources, Land Development, and Legal Land Rights. Tasks involved researching historic map documents, digitizing data from aerial photos and georeferenced historic maps, managing large datasets for long term projects, spatial calculations, production of digital and hard copy deliverables, and mentoring of junior GIS staff.

SAMPLE OF AARON SUTTON'S PROJECT EXPERIENCE (2009-2019)

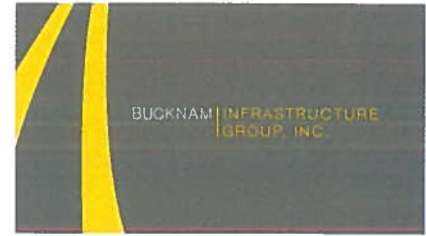
- 2009 City of Vista General Plan Update – GIS support
- 2010 LA Waterfront Redevelopment – Air Quality, Los Angeles, California
- 2012-2016 Biological Survey GIS support for local companies
- 2012-Current Ocotillo Wind - Renewable Energy Project, Ocotillo, California
- 2013 Lakota Indian Tribe Land Dispute – Petition to President Obama regarding land rights
- 2017 On-Call GIS Services, City of Irvine
- 2018 Infrastructure Management – GIS Services, City of Menifee
- 2018 Citywide GIS Operation & Maint. Services, City of Menifee
- 2018 Infrastructure Management – GIS Services, City of La Habra

- 2018 Infrastructure Management – GIS Services, City of Palmdale
- 2018 Infrastructure Management – GIS Services, City of Vista
- 2018 Infrastructure Management – GIS Services, City of Monterey Park
- 2018 Infrastructure Management – GIS Services, City of Newport Beach
- 2018 Infrastructure Management – GIS Services, City of Ontario
- 2018 Pavement Management Program, City of Huntington Beach
- 2018 Pavement Management Program, City of Aliso Viejo
- 2018 Pavement Management Program, City of Laguna Beach
- 2017 Pavement Management Program, City of Duarte
- 2017 Pavement Management Program, City of Lomita
- 2017 Pavement Management Program, City of Lake Elsinore
- 2017 Pavement Management Program, City of Lynwood
- 2017 Pavement Management Program, City of Compton
- 2017 Pavement Management Program, City of South Gate
- 2017 Pavement Management Program, City of La Habra
- 2016 Pavement Management Program, City of Pomona
- 2016-19 Pavement-Sidewalk GIS Program, City of Rancho Palos Verdes
- 2016 Pavement Management Program, City of Alhambra
- 2018 CAD-RMS Spillman Geodatabase, La Habra Police Department
- 2018 CAD-RMS Spillman Geodatabase, Fountain Valley Police Department
- 2018 GIS Services – Sewer Digitization, City of Hermosa Beach
- 2018 Citywide GIS Operation & Maint. Services, City of Fountain Valley
- 2018 Citywide GIS Operation & Maint. Services, City of Alhambra
- 2018 Storm Drain GIS Program, City of Westminster
- 2018 Sign Inventory Program, City of Palmdale
- 2019 GIS implementation for City of Duarte

Colin Anderson / Lead Field Technician

EDUCATION

B.S., Physical Geography, University of California, Santa Barbara, 2014
Masters – Economics – San Diego State University (on-going)



PROFESSIONAL DATA

Certificate of Professional Development – MicroPAVER
Certificate of Completion – OCTA MicroPAVER Distress Training (2016 thru 2019)
Certificate MicroPAVER Field Technician – OCTA (thru 2021)
Certificate Field Inspector – MicroPAVER / MTC StreetSaver

QUALIFICATIONS / EXPERIENCE OVERVIEW

Colin Anderson is an expert in PMP training, planning, resource management, and survey. He has over four years' experience in the area of Geographic Information Systems and infrastructure asset management. Mr. Anderson has managed a wide range of infrastructure project tasks including the collection and input of infrastructure survey data, preparation of Public Works capital improvement program reports, infrastructure/software needs assessments, GIS/GPS data collection, data conversion and quality control.

Mr. Anderson has performed infrastructure management services to over 30 local agencies and is currently serving as lead field technician for numerous pavement management programs throughout Southern California. He has personally served as field technician for 30+ PMP projects throughout Riverside, San Bernardino, San Diego, Orange and Los Angeles counties. He is currently working with seventeen (17) of the 34 Orange County agencies regarding Measure M2 MicroPAVER compliance.

His field technician experience covers: pavement/sidewalk management, Traffic Control Device Inventories (TCDI), GIS implementation, Right-of-Way (ROW) surveys, and ADA survey/compliance. In working on over 30 infrastructure projects in the past two years, Mr. Anderson has used a diverse amount of software to assist local agencies implement infrastructure management programs. These programs include MicroPAVER, MTC StreetSaver, LambdaTech's GPSVision, ESRI ArcGIS, and ESRI ArcPad.

MR. ANDERSON'S PROJECT MANAGEMENT EXPERIENCE (2016-2019)

- 2019 Pavement Management Program, City of Rialto
- 2019 Pavement Management Program, City of Palmdale
- 2019 Pavement Management Program, City of El Segundo
- 2019 Citywide GIS Operation & Maint. Services, City of Duarte
- 2019 Citywide GIS Operation & Maint. Services, City of Paso Robles
- 2019 Pavement Management Program, City of Fountain Valley
- 2019 Pavement Management Program, City of San Clemente
- 2019 Pavement Management Program, City of San Juan Capistrano
- 2019 Pavement Management Program, City of Tustin
- 2019 Pavement Management Program, City of Fountain Valley
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- 2017 Pavement Management Program, City of San Juan Capistrano
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- 2017 On-Call PMP Services, City of Irvine
- 2017 Pavement Management Program, City of Duarte
- 2017 Pavement Management Program, City of Lomita
- 2017 Pavement Management Program, City of Lake Elsinore
- 2017 Pavement Management Program, City of Lynwood
- 2017 Pavement Management Program, City of Compton
- 2017 Pavement Management Program, City of South Gate
- 2017 Pavement Management Program, City of La Habra

Shaun Russo / Field Technician

EDUCATION

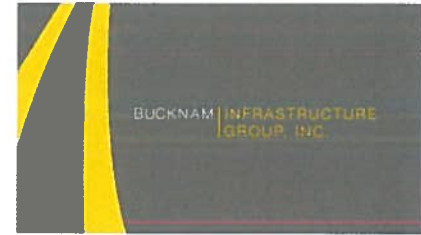
Bachelor's Degree, San Marcos State University – GIS/Geography

PROFESSIONAL DATA

Certificate of Professional Development – MicroPAVER

Certificate of Completion – OCTA MicroPAVER Distress Training (2018)

Certificate MicroPAVER Field Technician – OCTA (thru 2021)



QUALIFICATIONS / EXPERIENCE OVERVIEW

Shaun Russo is an expert in pavement management inspections (walking, windshield, digital roadway imaging) and has performed over 35 ASTM D6433-Army Corps of Engineers based inspections for local agencies. He has over two years' experience in the area of Pavement Management, Geographic Information Systems and infrastructure asset management. Mr. Russo has assisted our staff, US Army, and local agencies through a wide range of infrastructure project tasks including the collection and input of infrastructure survey data, PMP and GIS reporting, infrastructure/software needs assessments, GIS/GPS data collection, data conversion and quality control.

His project level experience covers: pavement/sidewalk inspections, Traffic Control Device Inventories (TCDI), and Right-of-Way (ROW) surveys.

MR. SHAUN RUSSO PROJECT MANAGEMENT EXPERIENCE

- 2019 Pavement Management Program, City of Rialto
- 2019 Pavement Management Program, City of Palmdale
- 2019 Pavement Management Program, City of El Segundo
- 2019 Citywide GIS Operation & Maint. Services, City of Duarte
- 2019 Citywide GIS Operation & Maint. Services, City of Paso Robles
- 2019 Pavement Management Program, City of Fountain Valley
- 2019 Pavement Management Program, City of San Clemente
- 2019 Pavement Management Program, City of San Juan Capistrano
- 2019 Pavement Management Program, City of Tustin
- 2019 Pavement Management Program, City of Fountain Valley
- 2019 Pavement Management Program, City of Signal Hill
- 2019 Pavement Management Program, City of La Habra Heights
- 2019-22 Pavement Management Program, City of Costa Mesa
- 2019 Pavement Management Program, City of Covina
- 2018 Pavement Management Program, City of La Habra
- 2018 Pavement Management Program, City of Fullerton
- 2018 Pavement Management Program, City of Menifee
- 2018 Pavement Management Program, City of Ontario
- 2018 Pavement Management Program, City of Vista
- 2018 Pavement Management Program, City of Brea
- 2018 Pavement Management Program, City of Culver City
- 2018 Pavement Management Program, City of Rosemead

Aaron Cohodas / Field Technician

EDUCATION

Master of Science (MS), Environmental Studies – Cal State Fullerton
Bachelor of Science (BS), Environmental Studies – Univ. of Irvine, CA



PROFESSIONAL DATA

Certificate of Professional Development – MicroPAVER

Certificate of Completion – OCTA MicroPAVER Distress Training (2018)

Certificate MicroPAVER Field Technician – OCTA (thru 2021)

QUALIFICATIONS / EXPERIENCE OVERVIEW

Aaron is an expert in pavement management inspections (walking, windshield, digital roadway imaging) and has performed over 20 ASTM D6433-Army Corps of Engineers based inspections for local agencies. He has two years' of experience in the area of Pavement Management, Geographic Information Systems and infrastructure asset management. Mr. Cohodas has assisted our staff through a wide range of infrastructure project tasks including the collection and input of infrastructure survey data, PMP and GIS reporting, infrastructure/software needs assessments, GIS/GPS data collection, data conversion and quality control.

His project level experience covers: pavement/sidewalk inspections, Traffic Control Device Inventories (TCDI), GIS implementation, Right-of-Way (ROW) surveys, and Edison electrical facilities. In addition, he provides technical (software) support for the on-going citywide PMP projects.

MR. AARON COHODAS'S PROJECT MANAGEMENT EXPERIENCE (2018-2019)

- 2019 Pavement Management Program, City of Rialto
- 2019 Pavement Management Program, City of Palmdale
- 2019 Pavement Management Program, City of El Segundo
- 2019 Citywide GIS Operation & Maint. Services, City of Duarte
- 2019 Citywide GIS Operation & Maint. Services, City of Paso Robles
- 2019 Pavement Management Program, City of Fountain Valley
- 2019 Pavement Management Program, City of San Clemente
- 2019 Pavement Management Program, City of San Juan Capistrano
- 2019 Pavement Management Program, City of Tustin
- 2019 Pavement Management Program, City of Fountain Valley
- 2019 Pavement Management Program, City of Signal Hill
- 2019 Pavement Management Program, City of La Habra Heights
- 2019-22 Pavement Management Program, City of Costa Mesa
- 2019 Pavement Management Program, City of Covina
- 2018 Pavement Management Program, City of La Habra
- 2018 Pavement Management Program, City of Fullerton
- 2018 Pavement Management Program, City of Menifee
- 2018 Pavement Management Program, City of Ontario
- 2018 Pavement Management Program, City of Vista
- 2018 Pavement Management Program, City of Brea
- 2018 Pavement Management Program, City of Culver City
- 2018 Pavement Management Program, City of Rosemead

Project Understanding / Approach



Project Understanding / Approach

We have defined detailed phases to the scope of work;

1. Project Implementation
2. Client Satisfaction
3. Project Schedule
4. Scope of Work (Major Tasks)
 - a. **PMP Scope of Work (Page 3-3)**
 - b. **GIS Scope of Work (Page 3-11)**

1) Project Implementation

Task 1.1: Management & Administration – Project Kickoff

The first step in implementing a successful pavement management program truly resides in frequent communication and timely scheduled data updates. For the City of Laguna Hills it will be essential to establish, up front, the Public Services and Street Maintenance/CIP pavement management priorities. Our team will set a Project Kickoff meeting to further discuss and review in detail the expectations of the project, technical approach and the review of schedule and budget. This will be scheduled immediately after the purchase order is issued.

This effort will build consensus between the Street Maintenance and Public Services departments as well as build stronger ARTERIAL and LOCAL long-term maintenance programs.

The first key topics to be discussed will include the review and assessment of the existing MicroPAVER pavement plan/data, Measure M2 compliance, annual survey areas, new construction, PCI range/maintenance triggers, data quality and condition, current pavement procedures, historical expenditure levels, and desired service levels.

During the project several project assessment meetings and project status meetings will be held to ensure that the major scope tasks and project schedule are being adhered to.

Task 1.2: Project Status Meetings – Quality Control Program

Status Meetings and Progress Reports

- Minimum of three meetings during the project (kickoff, field, and status meetings) – minimum of eight (8) hours;
- Field review meetings;
- Monthly progress status reports will be delivered to City project manager.

Quality Control (QC)

We will use a statistical sampling approach for measuring the quality of our field technician's work.

Project Understanding / Approach



In this manner, 10 percent of the original designated survey miles will be re-surveyed by an independent survey crew, supervised by a field supervisor, and the results will be compared to the original surveys.

Our QC process involves checking the field crews' work in a "blind study" fashion. Quality control checks will be performed at the end of each survey week. This will ensure that all field personnel are properly collecting distresses and pavement quantities for all street segments.

PCI variance reporting will be performed where previous PCI data will be compared to newly inspected 2019 PCI data; if PCI's vary more than ten (10) points per year Bucknam staff will assess the potential cause through unrecorded work history, accelerated pavement deterioration, etc. Bucknam will record/log any discrepancies between the previous and current PMP databases (any corrections/changes to the database shall not be made without prior City staff approval).

Since we are collecting distress information on our field Tablets with the Laguna Hills MicroPAVER database live, our staff will perform several quality control tests within the pavement management software using a sample set of the City of Laguna Hills' street distress data. This will ensure that all system and analysis settings as well as City recommendations and standards are being followed.

All general draft and final reporting will follow the OCTA "Countywide Pavement Management Program, Guidelines Manual. Over the past year, Bucknam has submitted seventeen (17) OCTA Measure M2 compliant reports for OC municipalities, they include:

Orange County PMP Clients		
Brea	Irvine	RSM
Costa Mesa	Aliso Viejo	Tustin
Laguna Hills	Laguna Beach	Westminster
Fountain Valley	San Juan Capistrano	La Habra
Huntington Beach	Newport Beach	Fullerton
La Palma	San Clemente	

Our surveys follow the accepted OCTA procedure requirements. A copy of the QA/QC plan utilized by our staff during the project will be submitted along with the PMP certification documents. Every year, our staff attends the OCTA PMP Distress Training Classes held in November (2011, through 2018). In January 2019 our staff was acknowledged as "qualified inspectors and firm" to prepare Pavement Management Plans compliant with the OCTA Countywide Pavement Management Guidelines (this compliance runs through June 2021).

Registered Engineer / Lead Engineer

Mr. Steve Bucknam, P.E. will review all completed data and sign the final PMP report incorporating the results of our pavement evaluation and conditions. We will provide engineered recommendations for pavement rehabilitation and replacement based upon field data and analysis.

Project Understanding / Approach



2) Client Satisfaction

Task 2.1: Project Deliverables

Shown throughout our Scope of Work, each Task is summarized with project deliverables. Client satisfaction will derive from frequent communication with the Project Manager and key staff members from the Public Services and Street Maintenance departments. Project success is created by delivering on three main factors;

1. Adherence to scope tasks and deliverables
2. Performing to the standard set by the Project Schedule; and
3. Controlling costs. Our Project Manager will follow each of these factors throughout the duration of the project

Deliverable: Project Status Updates, as stated in Task 1.2

3) Project Schedule

Task 3.1: Work Flow / Project Schedule

Our project schedule shows each major task identified in our scope of work, as well as quality control milestones and meetings. Bucknam currently has ample, certified staff to apply to this project in order to meet a proactive schedule (three field technicians will drive the schedule).

We anticipate the annual PMP services to start in September of each year and will be completed by March of the following year. See key milestone dates/tasks within our Project Schedule (Section 4).

4) PMP Scope of Work (Major Tasks)

TASK 4.1: MicroPAVER Management – Work History

On an annual basis the City's Public Services staff has provided relevant work history data in the form of completed slurry seal, overlay and reconstruction plan sets, Excel spreadsheet listings and site location maps. Our project manager will continue to work with Mr. Ken Rosenfield on acquiring these types of data sources.

Based on the pavement maintenance that has been performed by in-house staff as well as contractual rehabilitation/maintenance, our staff will review all street activities that have been performed since the 2018 PMP update. This data will be entered into MicroPAVER v7 to enhance pavement deterioration analysis, PCI's and the recommendations for the upcoming budgetary analysis and CIP reporting.

Project Understanding / Approach



TASK 4.2: Pavement Condition Surveys

Arterial (MPAH) and Local Street Survey

First and foremost, the assessment of the City's pavement segmentation is the one of the key priorities for this project. With two years since the City performed inspections it will be essential to verify that all Local / MPAH segmentation is up-to-date and that section SF quantities are accurate and reliable.

Once the pavement segmentation has been assessed and verified, the necessary inspections will be performed. Our survey methodology will include one or a combination of the following approaches based on ASTM D6433-16, OCTA reporting guidelines and the City's cost / benefit analysis:

1. **Walking** - All sections are surveyed through walking methodologies. Distress types will be collected based upon actual surface conditions and physical characteristics of the segment. Surveying methods will be conducted by remaining consistent with ASTM D6433-16 & the Army Corp of Engineers sampling guidelines while being flexible to current City requirements.

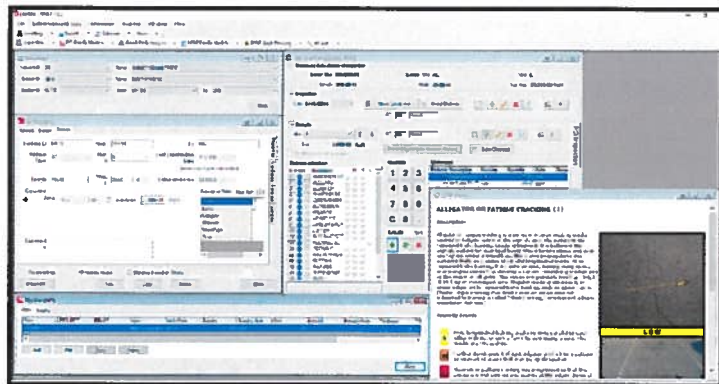
All sample locations (2,500 SF +/- 1,000 SF) are observed through walking surveys; additional street factors such as unique distress areas found outside our sample areas will be recorded. According to the City's previous 2012 through 2016 biennial survey schedule, Bucknam will continue to follow the City's "even-year" survey process with the following survey schedule (this schedule is also in-line with OCTA submittal guidelines):

Additionally we have provided a recommended survey schedule for the next three years:

- ❖ Survey 2019-20 (42 miles of Arterials & Collectors – Measure M2 Compliance)
- ❖ Survey 2021-22 (42 miles of Arterials & Collectors – Measure M2 Compliance)
- ❖ Survey 2022-23 (60 miles, Local survey – Measure M2 Compliance)

Our use of **MicroPAVER-Tablet** units allows our staff to collect pavement data with the City of Laguna Hills' MicroPAVER database live in the field. At the end of the day all electronic data is transferred to our office for quality control and management.

Our Tablet methodology sets us apart from the competition since we are using a paper-less inventory process to enter data; this in turn generates cost savings to enhance the project schedule and other portions of the project such as CIP reporting, MicroPAVER training and on-call services.



Project Understanding / Approach



Roadway Verification Survey - A listing of the field attribute data that is updated/verified during the survey for the pavement management database is listed below (OCTA survey guidelines will be followed):

2. Field Attribute Data (updated and/or verified)

- From/to, indicating the assigned limits of the section, sample test areas, street name, street codification
- Street ranking indicating local, alley, arterial, collector, # of lanes, surface type
- Historical PCI tracking from previous 2017 inspections and 2019 PCI inspections
- Segment quantities, indicating the length, width, and total true area of the section
- ADT volumes (if available from previous reports or City documents)

3. Conditional data will be evaluated for all street segments and will include:

- MicroPAVER 20 AC & 19 PCC distresses by type, severity and sample area
- PCI ratings (0-100), taking into account the surface condition, level of distress
- Other known or found environmental issues (standing water, site condition, etc.)

We welcome staff members from the City of Laguna Hills to join our surveys. All pavement data will be entered into the City's most current licensed software (version 7, in-hand now). If the City has not obtained the most recent version of MicroPAVER we will assist the City in purchasing the software upgrade. All items listed above will be maintained by our staff for the duration of this project. Data management will be performed in-house at our Oceanside office. At the completion of the project, the MicroPAVER database will be placed within your information services/communication network.

4. Section Distress and PCI Reporting

Upon 60% and 100% completion of the required condition surveys, we will prepare draft PCI Reports and PCI GIS maps that document the conditions of all pavement segments. This report will provide the necessary information within MicroPAVER for the City to use and manipulate projected street rehabilitation and maintenance projects.

Included in the report will be updated pavement performance curves and maintenance decision models. The City and our staff will review the PCI reports to ensure that all inventory data is correct and the project is running smoothly.

Our PCI Reporting will include:

- PCI Report – Sorted by Name (A to Z), PCI Order (0-100), Zone (1, 2, 3, etc.);
- Pavement segment and PCI "Variance Report" (sections showing +/- 10 PCI variance);
- Graphical representation of conditions;
- Condition Report Analysis for each segment;
- Work history report; and
- GIS Maps presenting PCI findings by Zone and by section.

Project Understanding / Approach



Once the City has reviewed, assessed and commented on the draft report, we will address all comments made and deliver the final reports.

Deliverable: Citywide PCI reports, compliant OCTA PCI reports, PCI Variance report

DEVELOP RECOMMENDED IMPROVEMENT PROGRAM

TASK 4.3: Maintenance & CIP/Budgetary Analysis

We will assist the City in developing the most cost-effective preventative maintenance, repair and rehabilitation strategies possible. This will be accomplished by meeting with the City to discuss and strategize maintenance activities that are currently being used by the City. Based on the City's current AC & PCC applications, Geotech reports and other maintenance practices used we will conduct an historical and prospective analysis on the conditional and financial impact these practices have on the pavement network. Based on our fiscal and deterioration analysis, we will present our results and recommendations to City staff. This analysis will become an essential building block for the projected seven-year CIP/maintenance programs. The City is required to submit OCTA compliant, seven-year projections by June 30, 2020; Bucknam will deliver all necessary reporting by March, 2020.

We will establish/update a maintenance "decision tree" that will be used to generate pavement recommendations that match current fiscal year maintenance approaches/City practices. This will be accomplished by assessing/updating the unique and individual PCI ranges and deterioration curves within MicroPAVER based on functional class (i.e. arterial, collector, local) and age.

Our staff will review the Laguna Hills's deterioration curves that have been developed based on historical pavement condition, inspection, surface type, and road class. The curves will be modified based on current pavement conditions. The strategies that are typically reviewed are rehabilitation and reconstruction (R&R), localized maintenance, slurry seals, and various overlay types, the expected improvement in pavement condition, the life-cycle extension that would result and the unit costs for maintenance.

All maintenance practices/unit costs will be integrated into MicroPAVER and will be derived from the most recent construction bids for pavement rehabilitation. We will account for inflation rates when long-term revenues projections are made.

Our staff will also review and recommend an update to the existing Area/Zone residential cycle; this will allow us to proactively schedule localized maintenance efforts throughout the CIP.

Our Project Manager and Principal will work closely with City in defining repair and rehabilitation strategies during each fiscal year and within each Zone defined by the City. Once the repair/rehabilitation strategies have been defined, the identification of a seven year Forecasted Maintenance schedule will be generated.

The recommended budget scenarios will be identified on the basis of several criteria:

- Assessment and review of the City's Pavement CIP
- Present pavement conditions; Desired levels of service and available resources

Project Understanding / Approach



- Projected / Forecasted PCI's per section
- Cost benefit of individual strategies (e.g. maintain PCI in 7-years, etc.)
- Scheduling with the City's major CIP projects (water, sewer, etc.)
- Budgetary recommendations that satisfy OCTA Local Match Reduction guidelines
- Future routine maintenance needs based on projected deterioration rates
- Renewed Measure M and AHRP objectives and improving citywide weighted PCI

The primary emphasis of this task is to maximize the scheduling of street maintenance using the most cost-effective strategies available and taking into account a life-cycle cost analysis. A working "draft" Final Report will be generated for City staff to review. The report will include an executive summary, the PCI Report as well as draft budgetary findings and recommendations.

Deliverable: Two copies of the Draft Pavement Management Program Report

TASK 4.4: Citywide CIP / OCTA Compliance Reports

We will deliver the Final Report to the City which will be essential for staff reference and use as well as presented in a way that is beneficial for elected officials/upper management.

This report will assist the City in complying with OCTA and its most recent Countywide PMP Guideline requirements (April 2018).

The report will be prepared in a format that uses the information delivered by MicroPAVER in conjunction with the information and analysis performed by our team (identical to the report we delivered to OCTA every odd year). The report will provide the City with information on:

- Current inventory and pavement conditions indices (PCI) for all road classes
- Projected annual rehabilitation programs for street maintenance for a 7-yr period (ARTERIAL and LOCAL Forecast Maintenance Reports FY 2020-2027) that show the largest return on investment and acceptable levels of service;
- Modeling and comparison of budget scenarios typically include:
 - Current / Actual budget 7-year projection (citywide approach)
 - Identification of annual funding to maintain current PCI after 7-years
 - Increase current PCI within 7-years
 - Gradual, Frontloaded, Constrained and Unlimited funding analysis
- Strategies and recommendations for the City's maintenance programs and procedures, including a preventative maintenance schedule;
- Supporting documentation required by OCTA; and
- A detailed breakdown of deferred maintenance (backlog).

Project Understanding / Approach



Registered Engineer

Mr. Steve Bucknam, P.E. will supervise all operations, review all completed data and prepare and sign a final report incorporating the results of our pavement evaluation and conditions. We will provide engineered recommendations for pavement rehabilitation and replacement design based upon field data and analysis.

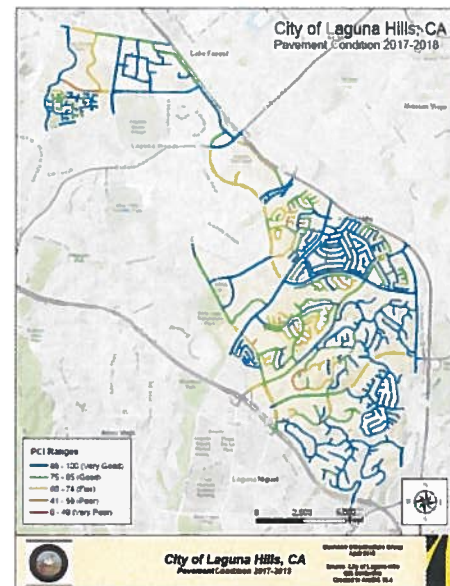
Deliverable: Two (2) bound copies of the Final Pavement PMP Report (plus one original signed by our Registered Engineer, CA No. 20903), in binder and electronic form (.pdf), will be sent to the City. Bucknam will provide one (1) DVD copy that includes all final reporting documents, MicroPAVER .e65 PMP database and GIS files.

TASK 4.5: Mapping and GIS

As an enhancement and proactive approach to this project, our staff will update the existing Pavement-GIS link between MicroPAVER and the City's GIS system. Once the City has approved the Pavement Condition Report, we will update the necessary MicroPAVER-GIS linkages (street names will be shown on all maps). By using the unique ID's within the PMP and the City's ESRI street shapefile ID's, we will create a one-to-one match for each pavement section in the GIS.

Our staff will review, with City staff, all ongoing upcoming capital projects that may impact the GIS mapping delivered for this project. The maps described below will be incorporated into the City's Final PMP report:

- PCI values for every section
- Work History identifications
- 7-yr Arterial / Local Rehabilitation and Slurry Seal Programs
- Functional classification maps



Our staff will coordinate all project deliveries with the Public Services and the GIS division to ensure that the most current and accurate PMP-GIS maps are represented within the City's GIS enterprise (see 2018 Laguna Hills PMP map above).

Deliverable: Complete GIS files/themes based on list above (shapefiles).

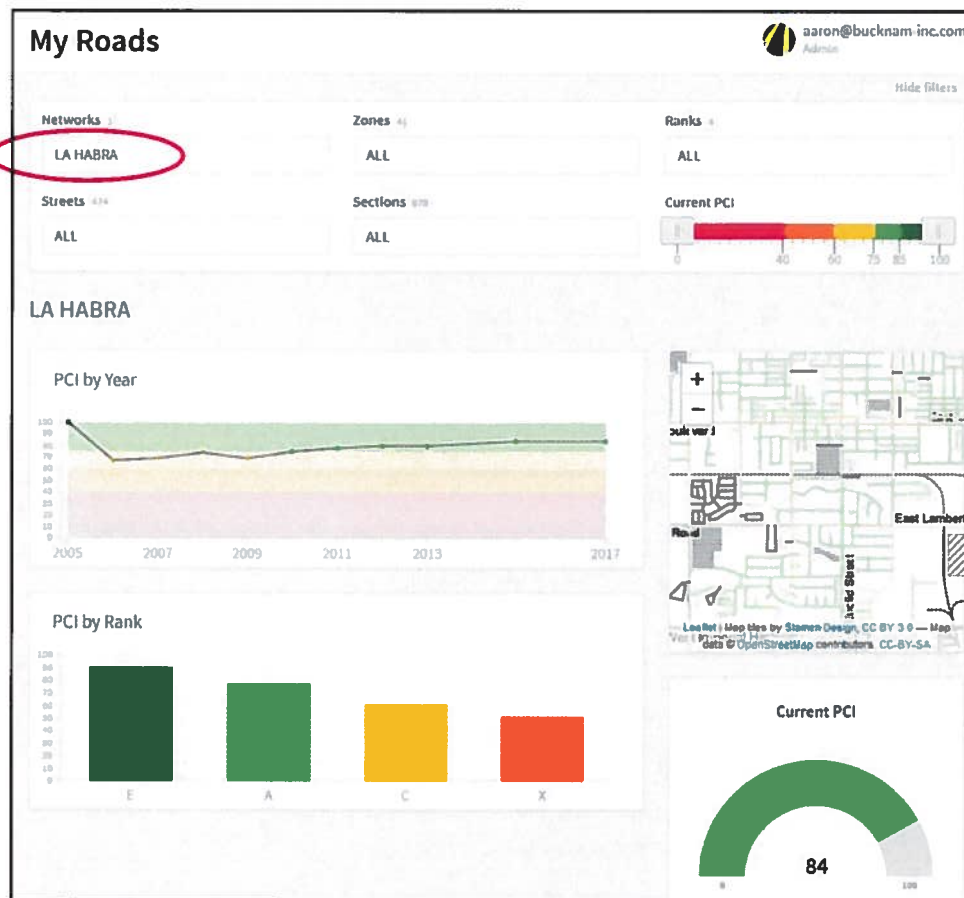
Project Understanding / Approach



TASK 4.6: *Laguna Hills My Roads PMP Web-Portal*

Laguna Hills My Roads Web-Portal

Bucknam now provides all our MicroPAVER clients with a unique and agency driven “My Roads” web-portal that provides instantaneous access to your MicroPAVER database. This “dashboard” allows users to toggle through individual sections, zones, ranks, etc. to review all section metrics, latest/previous inspections, generate filtered PCI reports and identify potential maintenance costs based upon your unique needs.



Bucknam has shown above the current La Habra “My Roads” actively working! This tool will be accessed by City staff simply through a webpage Username/Password methodology. As changes are made to the Laguna Hills MicroPAVER database the My Roads dataset is immediately changed to reflect work history edits, PCI inspections and section changes.

Project Understanding / Approach



Additional Services (Optional)

TASK 4.7: As-Needed PMP Services

Pavement Management Program Support

With the City implementing a biennial PMP management schedule Bucknam will provide annual PMP support that will cover data previously submitted by our staff. If additional services outside the identified scope of work above are requested Bucknam will provide timely and proactive services to the City. Additional As-Needed services typically include:

- Review of geotechnical, PS&E plan sets or other PMP related studies from outside agencies (i.e. OCTA, etc.);
- Additional budget scenarios, general reporting, deterioration studies
- Additional visual inspections above the mileage amount indicated in Task 4.2
- Additional pavement management – GIS mapping
- Additional MicroPAVER training, operation use

Also, if requested, Bucknam will assess and review the City's upcoming maintenance schedule for that fiscal year. The agreement will continue to include the provision of onsite and telephone support for the City staff.

TASK 4.8: MicroPAVER Training

MicroPAVER Training

With PMP software use being one of the key components to a successful PMP implementation, we will provide City staff with quality, certified training and the necessary skills needed to maintain the PMP. Bucknam will provide City staff with all collected pavement/GIS data, as well as updated operation manuals for both field data collection and software use. Based on the number of future users, our staff will deliver as many copies as needed by City staff to facilitate the program. Peter Bucknam, who is certified in the use of MicroPAVER, will conduct comprehensive multi-day training sessions covering implementation, interfacing with the system, PMP methodologies, field survey practices, PCI calculations, budget needs analysis and editing/updating the database. This is estimated to consist of a minimum of 8 hours of training.

Training typically involves one (1) day of training on the PMP software and GIS linkages. There is no minimum or maximum amount of people that can be trained under this methodology. We can train one key individual or an entire classroom using a City training facility pending on your needs; the intent of this training is to empower and allow City staff to continue updating the PMS database on their own after this project is completed.

Project Understanding / Approach



4) Geographic Information System - Scope of Work (Major Tasks)

Project Approach

The City is seeking to transition previous GIS system and staff support to a proactive, common-sense GIS management methodology. It has been recognized that GIS consulting support is needed to bridge the gap of potential GIS service loss to internal City staff and external GIS projects. The City has expressed the need to hire a GIS consulting team to seamlessly transition current City staff knowledge of the Laguna Hills GIS Enterprise (LHGIS) to our staff to ensure there is no break in GIS services over the next fiscal year. Bucknam's support team will provide on-site and off-site GIS support through the direction of Mr. Ken Rosenfield and IT staff.

With an understanding gained from assessing these current projects and priorities, Bucknam will serve as the go-to GIS management team for the 2019-20 fiscal year and potentially for the 2020-21 fiscal year. We will facilitate recurring GIS Operations and Maintenance projects for the LHGIS Program. Our efforts will include:

FY 2019-20 (Phase I – As-Needed GIS Transition Support

- Assessment of available citywide GIS data/network;
- Transition of Key GIS Staff Knowledge to Bucknam;
- Implementation of GIS Management Team - Bucknam;
 - Monthly service schedule;
- In-house training of ESRI GIS Enterprise tools and network organization;
- As-needed GIS Services
- Recurring GIS Projects such as:

Recurring Laguna Hills GIS Projects - Bucknam Support			
Parcels	Annotation layers	ArcReader map updates	Notification labels
Derivative Layer support	ArcGIS Server	Map book updates	New GIS layers
Assessor database	Storm/Water/Sewer	Council/Commission Properties	GIS data requests
Address point/centerlines	As-built drawing links	Restricted Residency map	
Building footprints	ArcGIS Online	Property search	

GIS Scope of Services

We propose to implement the management of the City's LHGIS Program encompassing a review of the current GIS use and delivery within the City. This will involve ongoing analysis of operations, organization, ArcGIS Server, ArcGIS Online, ArcReader data structures, staffing workload, IT software/hardware and financial factors involved with operating the GIS.

The goal of the 2019-20 LHGIS management plan will be the streamlining of GIS/infrastructure services for key departments (i.e. Public Services, Community Development, Community Services, City Manager, Public Safety, Non-Departmental, etc.) and with outside consulting projects / deliverables.

Project Understanding / Approach



In order to establish these enhanced services, Bucknam staff will hold a project kickoff meeting that will review the performance of the established GIS goals and deliverables as well as the prioritization of the City's recurring GIS project requests. This will give each department a clear understanding of what our GIS staff/data resources are accountable for and what services will be available to them.

Phase I - Implementation of GIS Management Program

With the approval of the City GIS project management team, Bucknam will initiate the GIS Management efforts to implement, enhance and oversee the LHGIS. Our services will initially include two-full days on-site at the City Hall / GIS offices. This time period will allow our staff to work with exiting staff to ensure that existing GIS Enterprise, network structure, licensing, GIS layer management, data location/sources and accountability measures are understood. Bucknam staff will meet with key department representatives to discuss on-going GIS needs and will assess each key department's available GIS data in order to identify viable, accurate data for on-going management.

The project GIS Support Services is initially scheduled for twelve (12) months. After the first transition on-site efforts monthly (two days per month) will be performed as well as off-site support where Bucknam will have VPN access to necessary Laguna Hills network files and software licenses. The last three weeks will involve Bucknam back on-site to train and transition the new hire. We have included a contract schedule that demonstrates the 12 weeks of support:

Scheduled Laguna Hills GIS Support - Bucknam	
First Two (2) Days	On-site GIS transition, acclimation to LHGIS
Monthly Tasks	Off-site GIS Support, two (2) days of on-site support every month
Special Tasks	On-site as-needed, off-site as-needed

These services will be considered Phase I of the project and will allow staff to begin using viable Laguna Hills GIS data that exists today.

Bucknam will schedule a final review meeting with City staff to ensure that all technical services are working and new staff has a solid understanding of the GIS Enterprise framework, user-interface, data structures, etc. From there Phase II GIS services will be discussed. Phase II services will include the identification of annual "Core" and "Special" projects for FY 2019-20 fiscal year.

Phase II - GIS Operations & Maintenance Services

Recognizing that the GIS system is critical to day-to-day operations within the City and its key departments, an annual need has been identified to implement a GIS Business Plan and GIS management team to champion and ensure GIS projects are efficiently managed (GIS Operations & Management). This is essential to achieving short-term implementation goals and establishing the long-term program management success of the Laguna Hills Geographic Information System (LHGIS).

Project Understanding / Approach



Project priority and delivery are also essential to this success in the coming years. With Bucknam Infrastructure Group, Inc. (Bucknam) staff working onsite/off-site on a regular monthly basis we will continuously be able to assess available GIS data, ongoing GIS projects (internal and with outside consultants) and implement solutions to your known GIS needs.

We have created descriptions below that demonstrate our **typical** annual GIS Operation and Management services. Based upon FY 2019-20 City GIS goals identified within Phase I, Task 1 above these services will be prioritized upon City project needs and available City GIS budgets. The services described below will be adjusted based upon the department assessments and interviews performed during Phase I – Task 1. The services below simply provide an overview of what type of GIS Services can be provided by Bucknam.

CORE – Core/Routine projects would be considered GIS projects that require annual updates. These typically involve Public Services Water, Sewer and Storm Utilities, Planning, Parcel/APN GIS Updates, Code Enforcement, Traffic Management, Pavement Management, Record Retention/Scanning and Public Services Plan Links to GIS, etc.

SPECIAL - Special projects would be considered GIS projects that “may” occur or be requested by a specific department during the 2019/20 fiscal years. These projects would be considered additional scope of work efforts and would be activated through additional funding and contract amendments.

CORE GIS SERVICES – Our annual “Core” GIS services will typically include:

Recurring Laguna Hills GIS Projects - Bucknam Support			
Parcels	Annotation layers	ArcReader map updates	Notification labels
Derivative Layer support	ArcGIS Server	Map book updates	New GIS layers
Assessor database	Storm/Water/Sewer	Council/Commission Properties	GIS data requests
Address point/centerlines	As-built drawing links	Restricted Residency map	
Building footprints	ArcGIS Online	Property search	

- **General Map Layer Management**
 - Bucknam will continue to assist department staff with the day-to-day usage of its ArcGIS Online software as well as perform necessary data maintenance to existing GIS layers (i.e. parcel, APN, Public Services utilities, centerlines, zoning data, etc.).
 - Annually, Bucknam staff will assess, implement, improve upon, digitize, manage and provide accurate and accessible map layer data within the City's ArcGIS Online content;
- **Maintenance & Operations GIS**
 - As City staff perform their necessary/routine work efforts, Bucknam will assess relevant / updated data sources to in turn update the necessary geo-database files and associated maps shown through ArcGIS Online;

Project Understanding / Approach



- This will be completed by established routine data requests for information to City staff;
- This will be a monthly effort promoted through Bucknam
- **Department GIS Operations & Maintenance**
 - **Public Services**
 - Parcel GIS management (i.e. HDL, CoreLogic, Parcel Quest, etc.);
 - General Public Services GIS mapping;
 - Coordination with Water district in regard to publishing on-going Water division utility digitization and mapping;
 - Parks & Recreational Trail mapping;
 - Trash Collection GIS mapping;
 - Traffic Control Device GIS (signs, street striping, etc.);
 - Fiber-optic – Traffic Control GIS layer;
 - PG&E utility GIS mapping;
 - Annual Sewer Atlas Map production;
 - Annual Storm Drain Atlas Map production;
 - Catch Basin GIS management;
 - Oil line GIS mapping;
 - Flood Zone layer updates;
 - Right-of-Way map production;
 - Publication of available GIS data to City's CMMS programs;
 - GIS Digitization of new or updated infrastructure line work; and
 - As-Needed Pavement Management Program services
 - **Community Development**
 - Building and Safety;
 - Planning / Code Enforcement (Parcel management);
 - Economic Development; and
 - Housing
 - **Police / Fire**
 - Coordination with existing CAD-RMS programs in relation to GIS data;
 - Fire Atlas Map production/editing;
 - GIS data coordination with San Luis Obispo County Sheriff & Fire Department;
 - Support Police & Fire with GIS mapping services; this will cover data updates to existing GIS layering, digitization of new layers; and
 - Data publication of GIS data to MMS software
- **Departmental Support**
 - With Bucknam staff on-site monthly and through our daily remote technical support services we will provide proactive and accurate GIS support to the Paso Robles departments that utilize the LHGIS;
 - Bucknam will support each department with the use of the City's ESRI software (i.e. ArcReader, ArcGIS Server, ArcGIS Online, Portal, etc.);
 -

Project Understanding / Approach



- Coordination with internal IT and vendor software support regarding needed user interface support;
- Annual GIS Data Maintenance Services;
- GIS Application Management and Deployment
 - Identification, implementation and management of hardware, IIS and network support;
 - GIS map layer and database development and contract support services
 - Identification, implementation and management of a File Geo-Database
 - Data conversion of available infrastructure data and on-going maintenance
- **Aerial Imagery**
 - If necessary and budget is available, Bucknam will develop cost projections for new aerial imagery;
- **Record Retention / Annual Scanning – GIS Link**
 - Bucknam will incorporate existing “scanned” Public Services plans within the necessary GIS layering;
 - This will include the assessment of all available plans, cataloging all plans, geo-referencing all plans and linking them to the appropriate GIS layers;
 - This will provide City staff with the ability to simply “click” on a water utility line, parcel, zoning area, etc. and view all related Public Services plans associated with the selected asset;
 - Annually the City may receive and record 500 to 1,500 new plans; these plans will be scanned (or required to be scanned and submitted by outside consultants), linked to the GIS and incorporated into the ArcGIS Online network for viewing;
 - If the City has a scanning project greater than 1,500 scans (annually) then a special project will be proposed.
- **Building Department Permit Database – GIS Link**
 - Bucknam will work with City staff to assess various workflows to incorporate building permits into the GIS maps. Bucknam will work with the software vendor currently in place to provide GIS links to the building permit database;
 - Inspector routing (i.e. Accela module), GPS vehicle tracking;
- **Economic Development**
 - GIS applications (Prox. Recruit by demographics, by industry and by Zip);
 - Transit GIS support / Traffic counts;
 - City/Town Center GIS support
- **Community Services**
 - Park & Recreation Asset Collection / Mapping
 - Develop and implement a plan to collect park assets such as hardscape, benches, irrigation, trees, etc.;
 - Public facing web-based GIS;

Project Understanding / Approach



- Facility GIS within Parks & Recreation.
- **Easement GIS**
 - Completion of 2019-20 Easement GIS digitization, record assessment
 - Bucknam will assess available easement data and produce/update the GIS Easement layer (data is available on-site);
 - Bucknam will assess and review the condition, quantity and quality of known City easement maps. Our staff will scan all known City easements from City archives and develop the necessary link between the City easement GIS maps and the new scans;
 - GIS data and maps that are recorded will be sent to the City for review and further assessment.



Bucknam will support these core services and existing GIS layers through monthly staff augmentation support. This will include Bucknam staff being on-site at the City Hall or off-site every month to perform necessary work efforts and through quarterly meetings with City staff to ensure project scope items are on task, on schedule and within budget.

As project loads and priorities accumulate this schedule may vary and include additional day's onsite (if necessary). Our staff will inform the City's Project Manager and key department staff when this schedule is adjusted.

Furthermore, Bucknam will identify current GIS priorities within each department such as:

- Managing / prioritizing key GIS projects for FY 2019-20;
- Updating existing GIS layers;
- Producing completed GIS tasks generated from the priority project listing;
- Data collection (in-house/field); and
- Database updates depending on the core service line and available software.

Additional Core GIS services will be to establish GIS policies for data deliverables for outside contractual services/consultants. This may include a license and confidentiality agreement for GIS data requests and specific GIS formats for deliverables.

Project Understanding / Approach



SPECIAL GIS SERVICES - Special projects would be considered GIS projects that “may” occur or be requested by a specific department within FY 2019-20. Special projects are typically driven through individual department requests and funded through that individual department as an amendment to our GIS Services contract or separately through a purchase order or unique professional services agreement.

Within this designated timeframe Bucknam will perform “special” GIS maintenance / development projects that enhance established GIS layers. For example, through our assessment, activation and prioritization of the City’s Water layer through ArcGIS Online, Public Services staff may come to realize that only 60% of the water network is properly digitized and/or accurate. Due to the labor intensive efforts to correct and finalize the Water GIS layer a “Special” Public Services GIS project will have to be funded separately. We want to ensure that our annual core services are not impacted or constrained due to a unique department GIS request.

“Special” GIS layer creation will be prioritized based upon project workloads, City need, available data, available budget and outside consultant project delivery schedules. Special GIS project costs will be identified upon the City’s request.



Project Schedule

Project Schedule

Our Critical Path Method (CPM) project schedule shows each major task identified in our scope of work, as well as quality control milestones and meetings. Our Principal will oversee all aspects of the project schedule including annual accountability, adjustment and management. Our Project Manager will support the project schedule and task management through weekly updates and internal project meetings.



See key "annual PMP" milestone dates from the project schedule above:

Pavement Management Services

- Project Kickoff – July 15, 2019
- Survey Completion – September 20, 2019
- Delivery of draft PMP – September 27, 2019
- City comments returned to Consultant – October 11, 2019
- Delivery of City CIP Final Report – October 18, 2019
 - Laguna Hills CIP data/Final Report, reporting and revenue projections will be submitted by September, 2019
- Implementation of PMP software/database – Any time after acceptance of Final PMP
- All pavement and GIS data pertinent to the project deliverables will be submitted with the Final PMP report, September 2019

GIS Services

- Will run from July 1st to June 30th each fiscal year

Fee Proposal



Fee Proposal

Bucknam Infrastructure Group, Inc. has included a time & materials, not-to-exceed proposed fee for the City's consideration (separate envelope). Our fee follows the described tasks shown within the Scope of Work; Hourly Rate Schedule enclosed as well.

As indicated within our fee, all tasks are negotiable.

City of Laguna Hills
RFP ON-CALL CIVIL 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 28TH day of MAY, 2019, at Oceanside, California.


Signature of Authorized Representative

PETER BUCKNAM
Name of Authorized Representative

PRESIDENT
Title of Authorized Representative

City of Laguna Hills
RFP ON-CALL CIVIL 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: BUCKNAM INFRASTRUCTURE GROUP
Name (Please Print or Type)

By:  PRESIDENT
Consultant's Signature & Title

Date: 5-28-19

This executed form must be submitted with proposal.

**City of Laguna Hills
RFP ON-CALL CIVIL 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 CIVIL 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 May 29, 2019.

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

Executed this 28TH day of May, 2019, at OCEANVIEW, California.

Name of Proposer: BUCKNAM INFRASTRUCTURE GROUP

By: 
(Authorized Signature)

Type Name: PETER BUCKNAM

Title: PRESIDENT

Date: 5-28-19

	Description	Principal	Project Manager	GIS Planner	Field Technician(s)	Admin	Total by Task
	2019-21 PMP Base Fee (Service Line #4)	\$295/hr	\$185/hr	\$145/hr	\$91/hr	\$80/hr	
Task 1	Project Implementation						
Task 1.1	Project Kickoff		1				\$1,800
Task 1.2	Project Status Meetings - Quality Control	1	2	2	10		\$1,800
Task 1.3	Update Maintenance and Rehabilitation Activities		1	1	6		\$800
Task 2	Client Satisfaction						
Task 2.1	Project Deliverables	1	3	3			\$1,200
Task 3	Project Schedule						
Task 3.1	Work Flow / Project Schedule		2				\$300
Task 4	Scope of Work						
Task 4.1	MicroPAVER Management - Work History		2	3	12		\$1,800
Task 4.2	Pavement Condition Survey						
	- FY 2019-20 Survey (42 miles of Arterials/Collectors)		6	4	56		\$6,720
	- FY 2021-22 Survey (42 miles of Arterials/Collectors)						TBD
	- FY 2022-23 Survey (60 miles of Locals)						TBD
Task 4.3	Maintenance & CIP / Budgetary Analysis		8				\$1,400
Task 4.4	Citywide CIP / OCTA Compliance Reports	1	24	8	4		\$6,200
Task 4.5	Mapping and GIS		3	18	2		\$3,300
Task 4.6	Laguna Hills My Road PMP Web-Portal						\$700
	Reimbursables (mileage, printing, materials)						\$1,500
	All deliverables will become property of the City of Laguna Hills						
	All Tasks are negotiable						
	Total Hours per Staff	3	52	39	90	0	
	2019-21 Total Base Fee	\$ 885	\$ 9,620	\$ 5,655	\$ 8,190	\$ -	\$26,600
	2019-20 GIS Base Fee (Service Line #7)						
Phase I	Phase I GIS Implementation (FY 2019-20)	1	8	40	8	2	\$8,400
Phase II	Phase II Annual GIS Support Services (FY 2019-20)	2	32	200	24	5	\$38,000
	Optional Tasks						
Task 4.7	As-Needed PMP Services						T&M, T
Task 4.8	Pavement Field & Software Training		2		8		\$1,000
Additional services outside of this contract will be negotiated with the City where we will use the Standard Hourly Rate Schedule shown here.							



Standard Hourly Rate Schedule

<u>Category</u>	<u>Rate</u>
Principal	\$ 295
Senior Project Manager	215
Senior Engineer / Planner	195
Construction Manager	190
Pavement Management Project Manager	185
Management Analyst	165
Project Engineer / Planner	160
Engineer / Senior Technician / Lead GIS Analyst / Senior Inspector	145
Assistant - Engineer / Technician / GIS Analyst / Inspector	130
CADD Operator	110
Administrative Assistant	100
Field Technician	91
Clerical / Word Processing	80
Forensic Services	Quote

Reimbursables

Mileage	\$ 0.67/mile
Subconsultant Services	Cost + 15%
Reproduction	Cost + 15%
Travel & Subsistence	Cost + 15%
Fees & Permits	Cost + 15%
Computer Services (External)	Cost + 15%

**Standard Hourly Rates
shown will not be
changed and/or
increased during the
contract period**

BUCKNAM INFRASTRUCTURE GROUP, INC.
3548 Seagate Way, Suite 230 Oceanside, CA 92056
T. 760.216.6529 F. 760-.216.6549 www.bucknam.net

EXHIBIT "B"**CITY'S REQUEST FOR PROPOSALS ("RFP")/ SCOPE OF SERVICES****DATED: MAY 3, 2019**

FOR**ON-CALL CIVIL ENGINEERING, PROJECT MANAGEMENT,****AND SUPPORT SERVICES**

REQUEST FOR PROPOSALS (RFP)
ON-CALL CIVIL ENGINEERING, PROJECT MANAGEMENT, AND
SUPPORT SERVICES



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

RFP Dates

Request for Proposal Issued:	May 3, 2019
Written Question Deadline:	May 17, 2019
Questions Answered/Addenda Issued:	May 22, 2019
Submittal Deadline:	May 29, 2019, 5:00 p.m.
Interviews:	June 5, 2019
City Council Award:	June 25, 2019

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

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May 3, 2019

CITY OF LAGUNA HILLS

**SUBJECT: REQUEST FOR PROPOSALS FOR ON-CALL CIVIL ENGINEERING,
PROJECT MANAGEMENT, AND SUPPORT SERVICES**

Dear Proposers:

You are invited to respond to this Request for Proposal to provide on-call Civil Engineering, Project Management, and Support Services to the City of Laguna Hills. The following pages detail the Scope of Services to be provided and the submission requirements. The City intends to enter into non-exclusive multi-year Professional Services Agreements with multiple, qualified Civil Engineering firms on an on-call basis as deemed necessary to fulfill the City's needs.

To be considered responsive, proposers must submit a written proposal in accordance with the requirements, specifications, conditions and provisions described in the attached RFP.

**PROPOSALS ARE DUE BEFORE
5:00 P.M. on Wednesday, May 29, 2019**

If you have any questions regarding this RFP, please contact me at (949) 707-2650 or via email at krosenfield@lagunahillsca.gov. Thank you for your interest.

Sincerely,

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

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

SECTION I

INTRODUCTION AND INSTRUCTIONS TO PROPOSERS

A: Introduction and Overview

The City is soliciting proposals from qualified consultants to provide professional consultant services for a variety of on-call civil engineering and management services in support of the City's operations of the Public Services Department and the Capital Improvement Program. The City intends to enter into non-exclusive multi-year Agreements with multiple Civil Engineering firms as deemed necessary to fulfill the City's needs. Should an award be made, the selected Proposers will enter into professional services agreements with the City of Laguna Hills.

The City currently engages four civil engineering firms to provide as-needed civil engineering, project management, and support services on an on-call basis. The existing agreements with these firms are set to expire as of June 30, 2019, accordingly, this RFP has been issued.

The City is a General Law City incorporated on December 20, 1991, and has expanded to its current boundaries with two subsequent annexations. The City covers 6.6 square miles, has approximately 90 miles of streets and a population of approximately 31,000. The City follows a "contract model" to provide services to the community.

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

B: Proposed Schedule

Request for Proposal Issued:	May 3, 2019
Written Question Deadline:	May 17, 2019, 5:00 pm
Questions Answered/Addenda Issued:	May 22, 2019
Submittal Deadline:	May 29, 2019, 5:00 p.m.
Interviews:	June 5, 2019
City Council Award:	June 25, 2019

C: Instructions to Proposers and Procedures for Submittal

One printed original (marked original), five (5) printed copies (marked copy) and one (1) electronic copy on CD or Flash Drive (will not be returned) and one sealed envelope containing the Fee Proposal must be submitted in a sealed envelope or box bearing the name of the Proposer, marked ***RFP ON-CALL CIVIL ENGINEERING, PROJECT MANAGEMENT, AND SUPPORT SERVICES*** and submitted only to the following address:

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

Proposers are solely responsible for ensuring their submitted proposal is received by the City in accordance with the solicitation requirements, before the Submittal Deadline, and at the place specified. Postmarks will not be accepted in lieu of actual delivery. No oral, telegraphic, electronic mail, facsimile, or telephonic proposals or modifications will be considered unless specified. The City shall not be responsible for any delays in mail or by common carriers or by transmission errors or delays or mistaken delivery. Delivery of proposals shall be made at the office specified in this Request for Proposals. Deliveries made before the Submittal Deadline, but to the wrong City office, will be considered non-responsive unless re-delivery is made to the office specified before the Submittal Deadline. All proposals shall become the property of the City. **Late proposals will not be accepted and will be returned to the Proposer unopened.**

D: General Conditions

ADDITIONAL INFORMATION, RIGHT TO REQUEST. The City reserves the right, where it may serve the City's best interest, to request additional information or clarifications from proposers during its review and evaluation of proposals submitted for consideration.

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

ADDITIONAL SERVICES. The Scope of Work describes the minimum work to be accomplished. Upon final selection of the firm, the Scope of Work may be modified and refined during negotiations with the City.

AUTHORIZED SIGNATURES. Every proposal must be signed by the person or persons legally authorized to bind the Proposer to a contract for the execution of the work. Upon request of the City, any agent submitting a proposal on behalf of a Proposer shall provide a current power of attorney, articles of incorporation, or other instrument confirming the agent's authority to bind the Proposer. If an individual makes the proposal, his or her name, signature, and post office address must be shown. If a firm or partnership makes the proposal, the name and post office address of the firm or partnership and the signature of at least one of the general partners must be shown. If a corporation makes the proposal, the proposal shall show the name of the state under the laws of which the corporation is chartered, the name and post office address of the corporation and the title of the person signing on behalf of the corporation. Upon request of the City, the corporation shall provide a certified copy of the bylaws or resolution of the board of directors showing the authority of the officer signing the proposal to execute contracts on behalf of the corporation.

AWARD OF PROPOSAL. City reserves the right to negotiate final terms with the selected Proposer, if any. Award of contract, if any, will be made in accordance with Section 3-08.150 (Professional services contracts) of the Laguna Hills Municipal Code (LHMC) which reads in relevant part as follows:

"A. The informal and formal bidding procedures contained in this chapter shall not apply to contracts for professional services. Rather, to secure professional services, the city shall utilize a request for proposals procedure, the method and details of which shall be promulgated by the City Manager in the form of administrative regulations. The City Manager may award any contract for professional services when the total not to exceed contract amount of such services is fifty thousand dollars (\$50,000.00) or less. Any contract for professional services having a total contract amount of greater than fifty thousand dollars (\$50,000.00) shall be awarded by the City Council....

C. Notwithstanding any provision in this chapter to the contrary, selection 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 accordance with state law, the city shall consider price after the city is satisfied that the would-be person, company, corporation, contractor, consultant,

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

or firm has demonstrated the competence and professional qualifications necessary for the satisfactory performance of the services required."

An Evaluation Committee will be established by the City. The City shall not be obligated to accept the lowest priced proposal but, if an award is made, the City will make an award in the best interests of the City after all factors are considered, including but not limited to the demonstrated competence, experience and professional qualifications of the Proposer. Discussions may, at the City's option, be conducted with the most qualified proposers. Discussions may be for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and written revision of proposals. In conducting discussions, the City will not disclose information derived from proposals submitted by competing proposers.

COMPLIANCE WITH LAWS. All proposals shall comply with current federal, state, and other laws relative thereto.

CANCELLATION OF SOLICITATION. The City may cancel this solicitation for proposals at any time.

CANCELLATION OF TASKS. If a professional services agreement is awarded for the work described in this RFP, the City will authorize work on a Task Order basis. Task Orders may be issued in any sequence. The City is not obligated to issue a Task Order for all tasks listed in the Scope of Work and expressly reserves the right to cancel tasks.

CONFLICT OF INTEREST. By signing the Certification of Proposal (**Attachment 3**) and submitting a proposal to the City in response to this Request for Proposals, the Proposer 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;

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

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;

COSTS. The City is not liable for any costs incurred by proposers before entering into a formal contract. Costs of developing the proposals, or any other such expenses incurred by the Proposer in responding to this RFP, are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the City. No reimbursable cost may be incurred in anticipation of award.

DISQUALIFICATION OF PROPOSER. If there is reason to believe that collusion exists among the proposers, the City may refuse to consider proposals from participants in such collusion. No person, firm, or corporation under the same or different name, shall make, file, or be interested in more than one proposal for the same work unless alternate proposals are called for. Reasonable grounds for believing that any Proposer is interested in more than one proposal for the same work will cause the rejection of all proposals for the work in which a Proposer is interested. If there is reason to believe that collusion exists among Proposers, the City May refuse to consider proposals from participants in such collusion. Proposers shall submit as part of their proposal documents the completed Non-Collusion Affidavit provided as **Attachment 1**.

DOCUMENTS, EXAMINATION OF. It is the responsibility of the Proposer to carefully and thoroughly examine and be familiar with these RFP documents, general conditions, all forms, specifications, drawings, plans, and addenda (if any). Proposer shall satisfy himself as to the character, quantity, and quality of work to be performed and materials, labor, supervision, necessary to perform the work as specified by these documents. The failure or neglect of the Proposer to examine documents shall in no way relieve him from any obligations with respect to the solicitation and/or subsequent contract that may be awarded. The submission of a proposal shall constitute an acknowledgment upon which the City may rely that the Proposer has thoroughly examined and is familiar with the RFP documents. No claim will be allowed for additional compensation that is based upon a lack of knowledge of any solicitation document.

INTERPRETATION OF RFP DOCUMENTS. City reserves the right to make corrections or clarifications of the information provided in this RFP. If any person is in doubt as to the true meaning of any part of the specifications or other RFP documents, or finds discrepancies or omissions in the specifications, he or she may submit to the City a written request for an interpretation or correction.

Oral statement(s), interpretations or clarifications concerning meaning or intent of the contents of this RFP by any person are unauthorized and invalid. Modifications to the RFP, including, but not limited to, the scope of work, shall be made only by formal written addendum issued by the City. Accordingly, in order to ensure that all proposers have

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

access to the same information, the City will use the following procedure to respond to inquiries:

- All questions or requests for interpretations shall be made in writing and delivered to Kenneth Rosenfield, City of Laguna Hills, 24035 El Toro Road, Laguna Hills, CA 92653, or via email at krosenfield@lagunahillsca.gov by 5:00 p.m. on Friday, May 17, 2019.
- Staff will issue, as needed, addenda to the RFP, including a list of all written questions received and responses thereto, on the City's website and via email to the RFP distribution list and all proposers who have advised the City that they have a set of RFP documents, by May 22, 2019.

The requesting party is responsible for prompt delivery of any requests. All such addenda shall become a part of the RFP document. It is the responsibility of each Proposer to ensure the City has their correct business name and address on file. Any prospective Proposer who obtained a set of RFP documents is responsible for advising the City that they have a set of RFP documents and wish to receive subsequent Addenda.

IRREGULARITIES. Unauthorized conditions, limitations, or provisions attached to a proposal may cause its rejection. The completed proposal shall be without interlineations, alterations or erasures. Alternative proposals will not be considered unless specifically requested. No oral, telegraphic, or telephonic proposal, modification or withdrawal will be considered.

NON-DISCRIMINATION. Proposer shall represent and certify that it 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.

NON-EXCLUSIVE. Should the City make an award, the successful Proposer will enter into a non-exclusive professional services agreement and the City reserves the right to enter into agreements with other firms or consultants for the services listed in this RFP.

NO OBLIGATION. The release of this RFP does not obligate or compel the City to enter into a contract or agreement.

NO PUBLIC PROPOSAL OPENING/PUBLIC RECORDS ACT. Proposals shall be opened and their contents secured by City staff to prevent disclosure during the evaluative process and the process of negotiating with competing proposers. Adequate precautions shall be taken to treat each Proposer fairly and to ensure that information gleaned from competing proposals is not disclosed to other proposers. Prices and other information concerning the proposals shall not be disclosed until finalists are selected to present

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proposals to the City Council or a recommendation for award is made to the City Council, whichever comes first.

OFFERS OF MORE THAN ONE PRICE. Proposers are not allowed to submit more than one proposal.

OWNERSHIP. All data, documents and other products used or developed during the RFP process become the property of the City upon submission.

PROPRIETARY INFORMATION. All proposals and documents submitted in response to this RFP shall become the property of the City and a matter of public record pursuant to Government Code sections 6250 et seq. It is the responsibility of each Proposer to clearly identify any and all information contained within the proposal that it considers to be confidential and/or proprietary. To the extent that the City agrees with that designation, such information will be held in confidence whenever possible; all other information will be considered public. In the event that a demand for disclosure of information designated as "confidential and/or proprietary" by a Proposer is made, the City will notify the Proposer in writing of such demand and shall furnish a copy of the City's written response to the requestor. Proposer may then pursue, at its sole cost and expense, any and all appropriate legal action necessary to maintain the confidentiality of such information.

REJECTION OF PROPOSAL. The City reserves the right to reject any or all proposals or any part of a proposal. The City reserves the right to reject the proposal of any Proposer who previously failed to perform adequately for the City or any other governmental agency. The City expressly reserves the right to reject the proposal of any Proposer who is in default on the payment of taxes, licenses or other monies due the City.

REPRESENTATIONS. Proposer understands and acknowledges that the representations made in their submitted proposal are material and important, and will be relied on by the City in evaluation of the proposal. Proposer misrepresentation shall be treated as fraudulent concealment from the City of the facts relating to the proposal.

RFP PART OF AGREEMENT. Should an agreement be awarded, this Request for Proposals and Scope of Services and all conditions may become part of the Agreement between the City of Laguna Hills and the successful Proposer.

SEVERABILITY. If any provisions or portion of any provision of this Request for Proposals are held invalid, illegal or unenforceable, they shall be severed from the Request for Proposals and the remaining provisions shall be valid and enforceable.

VALIDITY. Proposal must be valid for a period of 180 days from the due date and may be extended by written authorization from the Proposer.

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WITHDRAWAL OF PROPOSAL. Proposers' authorized representative may withdraw proposals only by written request received by the City's project manager before the Proposal Submittal Deadline.

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SECTION II

PROPOSAL RESPONSE REQUIREMENTS

One printed original (marked original), five (5) printed copies (marked copy) and one (1) electronic copy on CD or Flash Drive (will not be returned) and one sealed envelope containing the Fee Proposal must be submitted in a sealed envelope or box bearing the name of the Proposer, marked **RFP ON-CALL CIVIL ENGINEERING, PROJECT MANAGEMENT, AND SUPPORT SERVICES** and submitted only to the following address:

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

If discrepancies are found between the copies, or between the original and copy or copies, the "ORIGINAL" will provide the basis for resolving such discrepancies. If one document is not clearly marked "ORIGINAL", the City reserves the right to use any of the proposals as the Original. If no document can be identified as an original bearing original signatures, Proposer's proposal may be rejected at the discretion of the City.

It is imperative that all Proposers responding to the RFP comply exactly and completely with the instructions set forth herein. Proposals must be concise, but with sufficient detail to allow accurate evaluation and comparative analysis. Proposals should be straightforward and provide "layman" explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. Limit the Proposal to 30 pages.

All proposals shall be submitted on standard 8.5" by 11" paper, three-hole punched and secured in binder clips. All pages should be numbered and identified sequentially by section. Response items must be indexed in the following order with individual tabs:

A. Cover Letter:

Proposal must be accompanied by a cover letter, signed by an individual authorized to bind the proposing entity. An unsigned proposal is grounds for rejection. The cover letter should include an introduction of the firm and summary statement of professional qualifications.

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B. Company Data:

Please submit the following information for the Proposer:

1. Official name and address.
2. Name, address, and telephone number of the Proposer's primary point of contact.
3. Indicate what type of entity (corporation, company, joint venture etc). Please enclose a copy of the Joint Venture Agreement if entity is a joint venture.
4. Federal Employer I.D. Number.
5. The address, telephone numbers and authorized email addresses of each of your firm's locations.
6. A detailed statement indicating whether Proposer is totally or partially owned by another business organization or individual.
7. Number of years Proposer has been in business under the present business name.
8. Number of years of experience the Proposer has had in providing required, equivalent, or related services.
9. All comparable contracts entered into during the last five (5) years, completed or not. Please indicate:
 - Year started and completed
 - Proposer's Scope of Work
 - Client or Agency Name
 - Project Description
 - Project Manager
 - Developer of project
 - Cost of construction, if any
 - Size of project
10. Any failures or refusals to complete a contract and explanation.
11. Individuals/Firms who own an interest of 10% or greater in the proposing firm.
12. Financial interests in other lines of business.
13. Litigation/Adverse Judgement History. Provide a list of all litigation (including all complaints or responses to complaints) filed against the Proposer and any proposed Principal/Project Manager within the last 5 years only, related to performance of a professional services agreement or participation on a project. Provide the date that the complaint was filed, the name of the plaintiff(s), the nature of the litigation and list the causes of action set forth in the complaint, the amount of damages and relief asserted, the project name, describe the role of the Proposer and any proposed Principal/Project Manager in the project, provide the names of the parties involved, status of the case, and a summary of the dispute resolution and/or outcome (including current status for any unresolved litigation) (e.g., trial/judgement, arbitration/mediation, settlement, etc.).

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14. Termination of Contract "For Cause" History. Describe the conditions or circumstances surrounding any professional services agreement or other services contract (or portion thereof) entered into by the Proposer and any proposed Principal/Project Manager within the last 5 years only that was terminated for cause or which required completion by another party. Describe the reasons for termination, the reasons specified by the client/owner for any such termination, whether the Proposer and proposed Principal/Project Manager disputed the client/owner's position and/or the stated justification for terminating for cause, as well as the dispute resolution and/or outcome of the dispute (including the current status for any unresolved notice of termination for cause).

C. Resumes and Qualifications of Personnel:

The Proposer shall furnish a personnel staffing plan with sufficient information for judging the quality and competence of the personnel dedicated to the project. In its assessment of the proposal, City will place considerable emphasis on the commitment by the Proposer to provide qualified personnel for the professional services being considered. The Proposer shall furnish resumes in outline form for the key personnel assigned and committed to this account (i.e. Principal and/or Project Manager). Proposer shall also include the number and type of additional support personnel who will be providing services.

Minimum Resume Contents:

Name, Position (Include length of time with this firm in the current position and any other positions held within the firm), Education (Show degrees earned and certifications, school and year of completion. Exclude company courses or information that is not relevant to the person's functional job duties), Summary of Experience (In chronological order, most recent date first, summarize experience as it relates to the proposed Scope of Work. Please include a listing of all projects with a brief description of each. Additional detail and information may be requested of finalists). Separately, please include a complete list of all previous and current clients. Professional Memberships/Registrations

D: Organizational Chart:

Proposer shall include an organizational chart that reflects titles of key staff and management contacts of each individual assigned to provide services under this Proposal. It is the City's requirement that key personnel identified in the Organizational Chart remain during the term of the agreement. The Proposer shall note concurrence on the restrictions to changes in key personnel. A transition plan shall be presented in this section in the event there are proposed changes in key personnel during the term of the

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agreement that are outside of the consulting firm's control or if the City requests such change.

E: References:

Proposer must provide three (3) references for whom Proposer has provided similar services of the nature and scope as set forth in the RFP within the last five (5) years. Include name of agency, name of contact person, telephone number of contact person, and description of services provided.

F: Project Understanding, Overview and Approach:

- Understanding: Proposer must clearly demonstrate in this section an understanding of the tasks outlined in Section IV of this Request for Proposals.
- Approach: Proposer must include in this section its detailed approach to providing those services described in Section IV of this RFP (including all optional tasks) that the Proposer proposes to provide.
- Proposer must identify the services proposed to be provided in response to the Scope of Services. Proposer must note any services not provided by the Proposer.
- Project Management: The City's Assistant City Manager/Public Services Director will serve as a dedicated project manager that will act as the single point of contact and as the contract officer for these services. Additional project oversight will be provided by the City Manager. Proposals should describe the Proposer's approach to project management which ensures coordination with the City's contract officer and a commitment to the project schedule.
- Proposer shall list any resources, City assistance or other items expected to be provided by City in connection with the delivery of these services.
- Proposer may additionally itemize those services which are further recommended or optionally provided but are not noted in the aforementioned paragraphs as requirements. Proposer will title this section as ADDITIONAL SERVICES.
- Project Controls: Describe the Proposer's ability to control costs and provide accurate and timely invoices through internal control measures; to monitor and stay within budget; to monitor schedule and review times and describe the techniques used to complete projects within the proposed time frames.
- Quality Control/Quality Assurance (QA/QC): Describe the firm's QA/QC processes that will be adhered to during the term of the agreement. Describe the method of ensuring accuracy and an overall high quality of work.

G: Schedule:

Proposer must include in this section a detailed overall project schedule for each task and subtask illustrating critical path items, deliverables, and City review times. The schedule should include specific timeframes for deliverables, staff review, and City Council presentations.

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H: Communication Plan:

Proposer must describe the method(s) of communication and how frequently the firm proposes to keep City staff informed of their progress on any given tasks.

I: Compensation/Payment Schedule:

Proposer is required to submit their cost proposal in the format as outlined in Section V. The Compensation shall be submitted in a separate sealed envelope containing the Fee Proposal.

J: Certificate of Insurance:

Proposer shall demonstrate the willingness and ability to submit proof of the required insurance coverage (Attachment 2) set forth in the *Sample Draft Professional Services Agreement* (Attachment 4) prior to execution of the contract.

K: Certification of Proposal:

Proposer is required to sign and submit the Certification of Proposal in Attachment 3.

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SECTION III

PROPOSAL EVALUATION AND SELECTION

An Evaluation Committee will be established by the City. The Committee may be comprised of City staff or other personnel as determined by the City Manager and will evaluate all proposals received in accordance with Section 3-08.150 of the LHMC. The City reserves the right to establish criteria and weight factors. The City shall not be obligated to accept the lowest priced proposal, but the City will make an award in the best interests of the City after all factors are considered, including, but not limited to, the demonstrated competence, experience and professional qualifications of the Proposer.

Selection of qualified proposers will be based on the following criteria as set forth herein. Criteria are listed in random sequence and are not considered in any rank or order of importance. The proposal will be evaluated by the Evaluation Committee on the basis of the response to all requirements of this RFP.

1. Experience of the firm, particularly of staff assigned to provide the requested services
2. Demonstrated understanding of the service needs outlined in this RFP
3. Successful delivery of similar services
4. Location of firm and availability of staff assigned to City
5. Quality of references
6. Proposed costs
7. Content, quality, completeness and form of submitted proposal
8. Interviews

Following evaluation of written proposals, the Committee may hold interviews with the most qualified respondents. The City intends to enter into non-exclusive multi-year Professional Services Agreements on an on-call basis with multiple, qualified Civil Engineering firms as deemed necessary to fulfill the City's needs.

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SECTION IV

SCOPE OF SERVICES

Services to be Provided:

Consultant shall provide all, or any combination, of the following services to the City of Laguna Hills upon issuance of a Task Order. Proposers are invited and encouraged to submit a full range of other additional or optional civil engineering, support, and related services and associated pricing therewith.

1. **Public Works Inspection.** Provide one Public Works Inspector with a minimum of 15 years of experience in public agency construction inspection. Inspector to be available to provide 16 to 20 hours per week of general inspection services for Encroachment Permits, Public Works construction, and related work for 52 weeks per year. Work hours will generally be from 7:00 am to 11:00 am Monday to Friday or as mutually agreed. To the extent the Encroachment Permit work justifies and exceeds these work hours, additional hours of work will be provided.
2. **Capital Improvement Project inspection.** Provide experienced public agency construction inspectors, as needed, for a variety of Public Works, Street Maintenance, Landscape Construction, Traffic Signal Construction, Storm Drain Construction and similar construction inspection services. Assume the duration of work is 60 working days.
3. **Construction Management.** Provide experienced construction managers for Capital Improvement Projects sufficient to carry out the City's multi-year Capital Improvement Program in accordance with the approved City Budget. Consultant is advised that City staff provides Construction Management for most, if not all, Capital Improvement Projects. However, this service is to be made available as determined needed by the City. Assume this service is part time for a period of 60 working days.
4. **Pavement Management Plan Updates.** Provide the biennial update of the City's pavement conditions including field work and reporting in accordance with the OCTA Measure M2 requirements consistent with the City's MicroPaver database. Develop budget scenarios for City maintenance budgets. Upload the outcome of the update of the Pavement Management Plan onto the City's ESRI based GIS system layer for pavement conditions. Prepare a written report meeting the City's requirements and that of OCTA by due dates issued by OCTA. Annually, update the City's maintenance history with the MicroPaver program.
5. **Engineering Plan Check.** Provide plan checking to include subdivision maps, improvement plans, grading plans, storm water quality plans and traffic control

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plans. Assume plan check services will be requested up to ten times per year and each plan check will consist of one set of plans of ten sheets being checked for three cycles of plan check.

6. **Stormwater Program Support.** Provide assistance with management of the City's Stormwater program to include reporting and field inspection services to meet NPDES requirements of both the SARWQCB and SDRWQCB. Assume 80 person-hours per year of support.
7. **Geographic Information System.** Provide support of the City's ESRI based GIS include data layer management and technical operational assistance. Assume monthly system review, maintenance of existing data layers and propose on creation of new data layers.
8. **Civil Engineering Design Services.** Provide design services for the preparation of plans, specifications and estimates for Capital Improvement Projects including, but not limited to, street maintenance, street improvements, street widening, grading, erosion control, traffic control and related improvements. Provide a general estimate of services to be provided for a typical project.

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SECTION V
SCHEDULE OF COMPENSATION/FEEES

Compensation will be provided in accordance with Section 2 of the Sample Professional Agreement (Attachment 4). Compensation will be made at the fees and schedule contained in the Proposer's Proposal/Scope of Work and subject to a Maximum Contract Amount as agreed upon by Proposer and City. In order to facilitate comparison of proposals, the City requires all compensation proposals to be submitted in the format below based on the tasks and sub tasks (including optional tasks) as noted in the Scope of Services above. For each of the tasks noted in Section IV that the proposer intends to offer as services, the Proposer shall list the hourly rate schedule and specific not to exceed amounts for typical services for each task and the total cost for the entire proposal. Specific cost estimates must include:

1. The total number of proposed billed hours by each individual
2. Estimate and description of maximum reimbursable expenses by each individual
3. The hourly rate of each individual
4. The maximum estimated number of billed hours per individual
5. Projected final cost per task

Proposers are required to include all costs for meeting attendance including travel time. The City will not separately reimburse Proposer for travel time or expenses to and from meetings or presentations.

Proposers may also list and discuss additional or optional services not listed in Section IV. Proposers are invited and encouraged to submit a full range of other additional or optional civil engineering, support, and related services and associated pricing therewith. The Compensation/Fees shall be submitted in a separate sealed envelope.

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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 _____ day of _____, 2019, at _____, California.

Signature of Authorized Representative

Name of Authorized Representative

Title of Authorized Representative

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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: _____
Name (Please Print or Type)

By: _____
Consultant's Signature & Title

Date: _____

This executed form must be submitted with proposal.

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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;

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

I) The proposal shall be valid for 180 days from May 29, 2019.

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

Executed this _____ day of _____, 2019, at _____, California.

Name of Proposer: _____

By: _____
(Authorized Signature)

Type Name: _____

Title: _____

Date: _____

City of Laguna Hills
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ATTACHMENT 4

SAMPLE DRAFT PROFESSIONAL SERVICES AGREEMENT

(Subject to Revision by City Upon Final Contract Award)

PROFESSIONAL SERVICES AGREEMENT
Interwest Consulting Group, Inc.
(On-Call Civil Engineering, Project Management, and Support Services)

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter "Agreement") is made and entered into, to be effective this 1st day of July 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 INTERWEST CONSULTING GROUP, INC., a Colorado S-Corporation licensed to do business in the State of California, (hereinafter referred to as "Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and are hereinafter collectively referred to as the "Parties."

RECITALS

A. City has determined that there is a need to retain the professional services of a qualified, licensed civil engineering firm to provide as-needed civil engineering consulting services, including public works engineering, project management, capital improvement project delivery, engineering plan review, as well to provide the City with other as-needed engineering, project management and support services, that may be required on an on-call basis (the "Project").

B. In response to City's formal Request for Proposals ("RFP"), dated May 3, 2019, Consultant has submitted to City a proposal, dated May 29, 2019, to provide professional on-call civil engineering, project management, and support 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, specialized equipment, or technical expertise able to perform the work or services contracted for herein.

D. City desires to retain Consultant to provide such professional services for the Project.

NOW, THEREFORE, in consideration of the promises and mutual obligations, covenants, and conditions contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. SERVICES OF CONSULTANT

1.1 Scope of Services and Standard of Performance. In compliance with all terms and conditions of this Agreement, Consultant agrees to provide and perform the on-call civil engineering, project management, and support services to City for the Project as set forth in the

Consultant's Proposal/Scope of Work, dated May 29, 2019, and as set forth in City's Request for Proposals ("RFP")/Scope of Services, dated May 3, 2019, which are attached hereto as Exhibit "A" and Exhibit "B", respectively, and are 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; (2) the Consultant's signed, original Proposal/Scope of Work dated May 29, 2019 ("Consultant's Proposal") and submitted to City; and, (3) the City's Request for Proposals ("RFP")/Scope of Services, dated May 3, 2019, which shall all be referred to collectively hereinafter as the "Contract Documents." The Consultant's Proposal and the City's Request for Proposals, which are both attached hereto as Exhibits "A" and "B," respectively, are hereby incorporated by reference and are made a part of this Agreement. All provisions of this Agreement, the Consultant's Proposal, and the City's Request for Proposals 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; (2nd) the provisions of the City's Request for Proposals (Exhibit "B"); and (3rd) the provisions of the Consultant's Proposal (Exhibit "A").

1.3 Compliance with Law. Consultant shall comply at all times during the term of this Agreement with all applicable federal, state, and local laws, statutes, and ordinances and all lawful orders, rules, and regulations promulgated thereunder, including without limitation all applicable fair labor standards and Cal/OSHA requirements. Consultant shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of the Work and Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with performing the Work and Services. If Consultant performs any Work or Services in violation of such laws, rules, and regulations, Consultant shall be solely responsible for all penalties and costs arising therefrom. Consultant shall defend, indemnify, and hold City, its officials, officers, employees, agents and volunteers, free and harmless from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules, or regulations.

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

1.5 Familiarity with Work. By executing this Agreement, Consultant represents and warrants that it (a) has thoroughly investigated and considered the Scope of Work or Services to be performed, (b) has carefully considered how the Services should be performed and has carefully examined the location or locations at or with respect to where such Services or Work is to be performed, and (c) fully understands the facilities, difficulties, and restrictions attending performance of the Services under this Agreement. If the Services involve work upon any site, Consultant represents and maintains that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of any Services hereunder. Should the Consultant discover any latent or unknown conditions that will materially affect the performance of the Services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the City.

1.6 Care of Work. Consultant shall adopt reasonable methods during the term of the Agreement to furnish continuous protection to the Work and the equipment, materials, papers, documents, plans, studies, and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the Work by the City, except such losses or damages as may be caused by City's own negligence.

1.7 Further Responsibilities of Parties. Both Parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both Parties agree to act in good faith to execute all instruments, prepare all documents, and take all actions as may be reasonably necessary to carry out the purposes of this Agreement.

1.8 Additional Services. City shall have the right at any time during the performance of the Services, without invalidating this Agreement, to order extra work beyond that specified in Contractor's Proposal/Scope of Work (Exhibit "A") or in City's Request for Proposals/Scope of Services ("RFP")/ (Exhibit "B"), or make changes by altering, adding to, or deducting from such Work. No such extra work may be undertaken unless a written order is first given by the City to the Consultant, incorporating therein any adjustment in (i) the Maximum Contract Amount or in the Maximum Annual Contract Amount, as defined below, and/or (ii) the time to perform this Agreement, which adjustments are subject to the written approval of the Consultant. It is

expressly understood by Consultant that the provisions of this section shall not apply to the Work and Services specifically set forth in the Scope of Services or reasonably contemplated therein, regardless of whether the time or materials required to complete any Work or Service identified in the Scope of Services exceeds any time or material amounts or estimates provided therein.

1.9 Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other contractors, consultants, or vendors for services similar to the services that are the subject of this Agreement. Consultant further acknowledges that City may have its own employees perform services similar to the services that are the subject of this Agreement.

2. COMPENSATION

2.1 Maximum Contract Amount. For the Services and Work rendered pursuant to this Agreement, Consultant shall be compensated by City for the services performed, including authorized reimbursements, on a time and materials basis in accordance with the professional hourly rates, charges, and/or unit prices set forth in the Schedule of Compensation/Fees, which is attached hereto as Exhibit "A" and is incorporated herein by reference, but not exceeding the total maximum contract amount of Five Hundred Thousand Dollars (\$500,000.00) (hereinafter referred to as the "Maximum Contract Amount"), which sum shall not exceed One Hundred Thousand Dollars (\$100,000.00) per Fiscal Year during the term of this Agreement (hereinafter referred to as the "Maximum Annual Contract Amount"). Compensation shall be payable according to the fees and at the rates, charges, and/or unit prices set forth in Exhibit "A" attached hereto. Compensation for necessary expenditures for reproduction costs, telephone expenses, and transportation expenses must be approved in advance by the Contract Officer designated pursuant to Section 4.2 and will only be approved if such expenses are also specified in the Schedule of Compensation/Fees. The Maximum Contract Amount shall include the attendance of Contractor at all Project meetings deemed reasonably necessary by the City. Contractor shall not be entitled to any increase in the Maximum Contract Amount for attending these meetings. The maximum amount of City's payment obligation under this Agreement is the amount specified in this section.

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

2.3 Optional CPI Adjustment. The fees, rates, and/or unit prices set forth in Consultant's Proposal (Exhibit "A") shall remain fixed and unchanged for the first two years of the term of this Agreement (i.e., from July 1, 2019 through June 30, 2021). Thereafter, Consultant may submit a request to adjust its fees, rates, and/or unit prices once per year during

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

2.4 Changes in Scope. In the event any change or changes in the Scope of Services is requested by the City, the Parties shall execute a written amendment to this Agreement, setting forth with particularity all terms of such amendment, including, but not limited to, any additional professional fees. An amendment may be entered into: (a) to provide for revisions or modifications to documents or other work product or work when documents or other work product or work is required by the enactment or revision of law subsequent to the preparation of any documents, other work product, or work; and/or (b) to provide for additional services not included in this Agreement or not customarily furnished in accordance with generally accepted practice in Consultant's profession.

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

3. SCHEDULE OF PERFORMANCE

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

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

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the Services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant (financial inability excepted), including, but not limited to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, and/or acts of any governmental agency, including the City, if Consultant, within ten (10) days of the commencement of such delay, notifies the City Manager in writing of the causes of the delay. The City Manager shall ascertain

the facts and the extent of delay, and extend the time for performing the Services for the period of the enforced delay when and if in the judgment of the City Manager such delay is justified. The City Manager's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this section.

3.4 Term. Unless earlier terminated as provided elsewhere in this Agreement, this Agreement shall commence upon the effective date of this Agreement and shall continue in full force and effect for a period of five (5) years, commencing on July 1, 2019 and ending on June 30, 2024 ("Initial Term"). The City shall have the unilateral option, at its sole discretion, to renew and extend the term of this Agreement for no more than one additional three (3) year term under the same terms and conditions ("Renewal Option").

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

4. COORDINATION OF WORK

4.1 Representative of Consultant. The following principal of Consultant is hereby designated as being the principal and representative of Consultant authorized to act in its behalf with respect to the Services to be performed under this Agreement and to make all decisions in connection therewith: **James G. Ross, 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 or 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:

Interwest Consulting Group, Inc.
Attention: James G. Ross, Public Works Group Leader
15140 Transistor Lane
Huntington Beach, California 92649
Telephone: (714) 899-9039
E-mail: jross@interwestgrp.com

10.3 Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior negotiations, arrangements, agreements, representations, and understandings, if any, made by or among the Parties with respect to the subject matter hereof. No amendments or other modifications of this Agreement shall be binding unless executed in writing by both Parties hereto, or their respective successors, assigns, or grantees.

10.4 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be determined to be invalid by a final judgment or decree of a court of competent jurisdiction, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of that provision, or the remaining provisions of this Agreement unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

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

10.6 Third Party Beneficiary. Nothing contained in this Agreement is intended to confer, nor shall this Agreement be construed as conferring, any rights, including, without limitation, any rights as a third-party beneficiary or otherwise, upon any entity or person not a party hereto.

10.7 Recitals. The above-referenced Recitals are hereby incorporated into the Agreement as though fully set forth herein and each Party acknowledges and agrees that such Party is bound, for purposes of this Agreement, by the same.

10.8. Corporate Authority. Each of the undersigned represents and warrants that (i) the Party for which he/she is executing this Agreement is duly authorized and existing, (ii) he/she is duly authorized to execute and deliver this Agreement on behalf of the Party for which he/she is signing, (iii) by so executing this Agreement, the Party for which he/she is signing is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the Party for which he/she is signing is bound.

10.9 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”). Consultant agrees to fully comply with all applicable federal and state labor laws (including, without limitation, if applicable, the Prevailing Wage Laws). It is agreed by the Parties that, in connection with the Work or Services provided pursuant to this Agreement, Consultant shall bear all risks of payment or non-payment of prevailing wages under California law, and Consultant hereby agrees to 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.

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

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have executed and entered into this Agreement as of the date first written above.

“CITY”
City of Laguna Hills,
 a California municipal corporation

 DON SEDGWICK,
 Mayor

ATTEST:

 (SEAL)
 MELISSA AU-YEUNG,
 Deputy City Manager/ City Clerk

APPROVED AS TO FORM:

 GREGORY E. SIMONIAN,
 City Attorney

“CONSULTANT”
Interwest Consulting Group, Inc., a
 Colorado S-Corporation licensed to do
 business in the State of California

By: _____
 Terry Rodrigue,
 President/Owner

By: _____
 Debra Thorson,
 Chief Financial Officer

EXHIBIT “A”

CONSULTANT’S PROPOSAL/ SCOPE OF WORK

DATED: May 29, 2019

SCOPE OF WORK FOR PROJECT

INCLUDING,

SCHEDULE OF PERFORMANCE

AND

SCHEDULE OF COMPENSATION/ FEES

May 29, 2019

Response to Request for Proposals for
**On-Call Civil Engineering, Project
Management, and Support Services**



Prepared for the
City of Laguna Hills

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

By
Interwest Consulting Group, Inc.



James G. Ross
Public Works Group Leader
15140 Transistor Lane
Huntington Beach, CA 92649
jross@interwestgrp.com
O | 714.899.9039
C | 714.742.1551

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SECTION A

Cover Letter

May 29, 2019

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

RE: Proposal to Provide On-Call Civil Engineering, Project Management, and Support Services

Interwest Consulting Group is pleased to submit our proposal to provide On-Call Civil Engineering, Project Management, and Support Services to the City of Laguna Hill's Public Works Department to include:

- | | |
|---|-----------------------------------|
| 1. Public Works Inspection | 5. Engineering Plan Check |
| 2. Capital Improvement Project Inspection | 6. Stormwater Program Support |
| 3. Construction Management | 7. Geographic Information Systems |

We understand that the City is seeking qualified firms to provide these services on an as-needed basis for a variety of upcoming public works projects. Interwest is uniquely qualified to perform the requested services as we have a proven track record of successfully providing the requested services to municipalities throughout Southern California.

Interwest is large enough – over 400 employees – to serve all of your public works needs, yet small enough to ensure that we maintain focus and are responsive to the needs of the City. We currently serve over 200 cities, counties and state agencies in California including the municipalities of Costa Mesa, Newport Beach, Lake Forest, San Juan Capistrano, Laguna Niguel, Irvine, Anaheim, Yorba Linda, and Santa Ana, just to name a few.

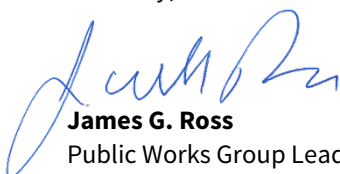
I will act as the Principal-in-Charge for this engagement with the City of Laguna Hills. I am an authorized representative of Interwest Consulting Group, able to bind the firm to all commitments made in this proposal. We propose George Alvarez, PE, TE to serve as Project Manager. Our contact information is below.

James G. Ross
15140 Transistor Lane,
Huntington Beach, CA 92649
jross@interwestgrp.com | C: 714.742.1551

George Alvarez, PE, TE
15140 Transistor Lane,
Huntington Beach, CA 92649
galvarez@interwestgrp.com | C: 714.

We appreciate the opportunity to present our qualifications to provide these services to the City of Laguna Hills and look forward to the opportunity to discuss our approach and services available to the City in greater detail. Please do not hesitate to contact us should you have any questions or require any additional information.

Sincerely,



James G. Ross
Public Works Group Leader

SECTION B

Company Data

1. Official Name and Address

Interwest Consulting Group, Inc.
15140 Transistor Lane, Huntington Beach, CA 92649

2. Name, address, and telephone number of the Proposer's primary point of contact.

James G. Ross, Principal-in-Charge | Public Works Group Leader
15140 Transistor Lane, Huntington Beach, CA 92649
714.742.1551 | jross@interwestgrp.com

3. Indicate what type of entity (corporation, company, joint venture etc.)

Interwest is an S-Corporation incorporated in the State of Colorado and licensed to do business in the State of California.

4. Federal Employer I.D. Number

Our Federal Employer I.D. Number is 73-1630909.

5. The address, telephone number and authorized email addresses of each of your firm's locations.

Below we have listed the addresses and telephone numbers for each of our office locations. The authorized email address for each would be: jross@interwestgrp.com.

SOUTHERN CALIFORNIA

150 N. Santa Anita Ave., Ste. 300
Arcadia, CA 91006
626.821.1815 Phone

15140 Transistor Lane
Huntington Beach, CA 92649
714.899.9039 Phone

1500 S. Haven Ave., Suite 220
Ontario, CA 91761
909.705.5957

431 S. Palm Canyon Drive, Suite 200
Palm Springs, CA 92262
760.417.4329 Phone

316 Tejon Place
Palos Verdes Estates, CA 90274
714.899.9039 Phone

24 South D Street, Ste. 100
Perris, CA 92570
951.943.6504 Phone

9519 Chamberlain Street
Ventura, CA 93004
805.659.0017 Phone

NORTHERN CALIFORNIA

9300 W. Stockton Blvd., Ste. 105
Elk Grove, CA 95758
916.683.3340 Phone

6280 Las Positas Blvd, Ste. 200
Pleasanton, CA 94588
925.462.1114 Phone

1613 Santa Clara Drive, Ste. 100
Roseville, CA 95661
916.781.6600 Phone

CENTRAL CALIFORNIA

1171 West Shaw Ave., Ste. 102
Fresno, CA 93711
559.448.9839 Phone

NEVADA

4815 W. Russell Road, Ste. 11K
Las Vegas, NV 89118
702.476.2200 Phone

COLORADO

P.O. Box 18330
Boulder, CO 80308
303.444.0524 Phone
1218 Ash Street, Suite A
Windsor, CO 80550
970.674.3300 Phone

6. A detailed statement indicating whether the Proposer is totally or partially owned by another business organization or individual.

Interwest Consulting Group is 85% owned by Terry Rodrigue, PE, TE, President and CEO of the firm. It is 15% owned an Employee Stock Ownership Program (ESOP).

7. Number of years the Proposer has been in business under the present business name.

Interwest Consulting Group has been in business for 17 years since our founding in 2002.

8. Number of years of experience the Proposer has had in providing required, equivalent, or related services.

We have provided the services requested in the City's RFP for 17 years.

9. All comparable contracts entered into during the last five years, completed or not.

Below is a representative list of municipal clients to whom Interwest has entered into contracts for similar services within the last five years. The vast majority of these contracts are for on-call agreements encompassing many different projects of various sizes and costs and with a variety of developers. We also have many current contract with municipalities that began more than 5 years ago and are still active.

Agency/Client Name	Scope of Work Project Description	Years
City of Anaheim	As-Needed Engineering Development Plan Review, On-Call Traffic Plan Check Services	2017 - Present
City of Beaumont	Enterprise GIS Services	2016 - Present
City of Brea	Project Management and Oversight of City's Capital Improvement Program	2019 - Present
City of Corona	Project Management	2017 - Present
City of Costa Mesa	Engineering Plan Check Services, Traffic Engineering Services, On-Call Construction Management and Inspection Services	2018 - Present
City of Culver City	On-Call Construction Management & Inspection	2019 - Present
City of Desert Hot Springs	Enterprise GIS Services	2019 - Present
City of Gardena	Construction Management and Inspection Services	2018 - Present
City of Grand Terrace	Construction Management and Inspection and Plan Check Services	2017 - Present
City of Irvine	Engineering Plan Check Services	2018 - Present
City of Lomita	Construction Management and Inspection	2017 - Present
City of Maywood	Project Management, Construction Management and Inspection, Engineering Plan Review, Traffic Engineering	2016 - Present
City of Moreno Valley	Construction Management and Inspection and Peer Review Plan Tracking	2016 - Present
City of Murrieta	On-Call Construction Inspection and Project Management Services	2017 - Present

Agency/Client Name	Scope of Work Project Description	Years
City of Newport Beach	As-Needed Construction Management, Development & Utility Permit Inspection	2019 - Present
City of Palm Springs	Construction Management and Inspection	2015 - Present
City of Rancho Palos Verdes	Civil Engineering Services, Construction Management and Inspection, Traffic Engineering Services, Project Management, and GIS Services	2015 - Present
City of Rosemead	Public Works and Engineering Services	2018 - Present
City of San Juan Capistrano	Civil and Traffic Engineering Services, Project Management	2017 - Present
City of Seal Beach	Permit Review and Plan Check Services	2019 - Present
City of South Pasadena	Project Management, CIP Management, Traffic Engineering Services	2018 - Present
City of Thousand Oaks	On-Call Geographic Information System Services, Traffic Engineering Services, Construction Management and Inspection Services	2017 - Present
City of Yorba Linda	On-Call Construction Management & Inspection, Engineering Plan Review, Project Management	2016 - Present
Orange County Transportation Authority (OCTA)	On-Call Geographic Information System Service	2016 - 2018
Village Management Services (VMS)	Contract Administration, Transportation and Maintenance Manager Services	2017 - Present

10. Any failures or refusals to complete a contract and explanation.

Interwest has not failed or refused to complete a contract for any of our clients.

11. Individuals/Firms who own an interest of 10% or greater in the proposing firm.

Interwest Consulting Group is 85% owned by Terry Rodrigue, PE, TE, President and CEO of the firm. It is 15% owned an Employee Stock Ownership Program (ESOP).

12. Financial interest in other lines of business.

Interwest Consulting Group does not have any potential conflicting financial, business or relationship interests which would be adverse to the City of Laguna Hills.

13. Litigation/Adverse Judgement History.

Interwest Consulting Group does not currently have any pending litigation, including personal and property, involving the firm or its principals.

14. Termination of Contact “For Cause” History.

Interwest has not had any contracts terminated “for cause”.

SECTION C

Resumes and Qualifications of Personnel

IDENTIFICATION OF STAFF

Individually, the professionals showcased below excel in each of their backgrounds. As a team, they possess the capability to innovatively create and implement effective solutions with your agency and the community's interests in mind. The proposed staff members, or individuals with commensurate experience and qualifications as approved in writing by the City, will be available full or part time as dictated by the specific project and timing of the project.

James G. Ross	PRINCIPAL-IN-CHARGE
George Alvarez, PE, TE	PROJECT MANAGER
Paul Keizer	PUBLIC WORKS INSPECTOR
Hamid Abedzadeh, PE, QSD	CONSTRUCTION MANAGER INSPECTOR
Julio Velasco	CONSTRUCTION MANAGER INSPECTOR
Ciros Ganji, ICC	CONSTRUCTION MANAGER INSPECTOR
Tom Marnocha, CESSWI, QSD	CONSTRUCTION MANAGER
Manuel Gomez	CONSTRUCTION MANAGER
Gary Miller, PE	SENIOR ENGINEER PLAN CHECK ENGINEER
Jack Istik, PE	SENIOR ENGINEER PLAN CHECK ENGINEER
Ludy Smeets, PE	SENIOR ENGINEER PLAN CHECK ENGINEER
Steven L. Wright, PE, TE	SENIOR ENGINEER PLAN CHECK ENGINEER
Gary Neal, PLS	PROFESSIONAL LAND SURVEYOR
Craig Bradshaw, PE, PLS	PROFESSIONAL LAND SURVEYOR
Kamran Saber, PE, QSD/QSP	SENIOR ENGINEER STORMWATER SUPPORT
Mike Loving	SENIOR ENGINEER STORMWATER SUPPORT
Mark Dumford	GIS MANAGER
Todd Lighthizer	SR. GIS ANALYST
Brad Findlay	GIS ANALYST
Jared Schuckert	GIS ANALYST
Abby Thornton	GIS ANALYST
Diego Gonzalez	GIS TECHNICIAN

COMMITMENT AND RESOURCES AVAILABLE

From our staff of more than 400 professionals in California, we have selected key personnel who are currently available and who will be assigned to meet the City's needs. Because of the size of our group, we can effectively add hours to committed staff or add additional staff as necessary. We are committed to maintaining adequate staffing level of appropriately qualified professionals to the City of Laguna Hills throughout the life of the contract.

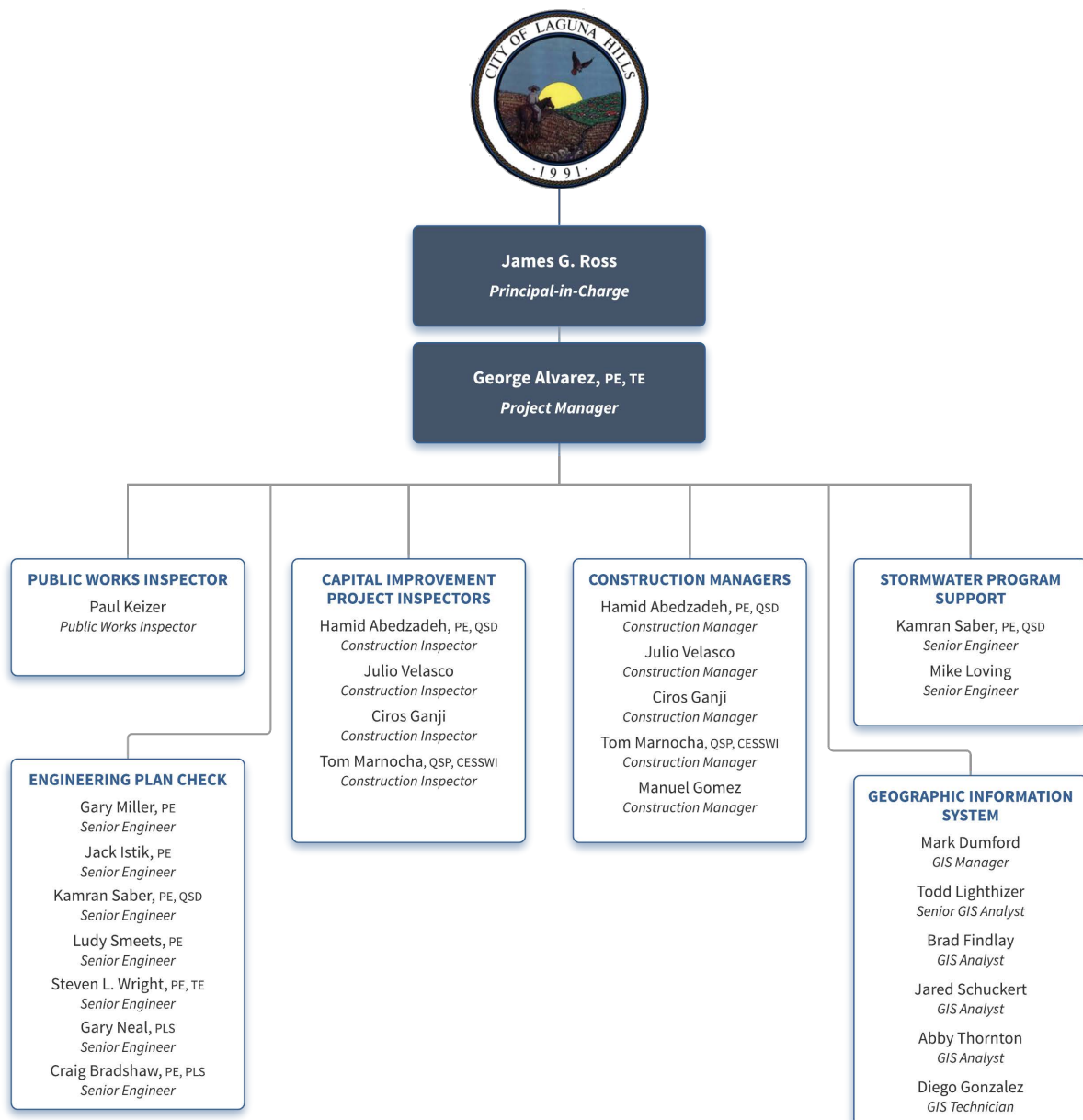
RESUMES

The individual resumes for each professional are included in the *Appendix* of this proposal and highlight their significant personal experience on a variety of public works tasks.

SECTION D

Organizational Chart

We acknowledge and will comply with the City's restrictions to changes of key personnel. In the event that there are proposed changes in key personnel during the term of the agreement that are outside of our control, or if the City should suggest a change in staffing, our Project Manager will meet with the City and provide available candidates with appropriate qualifications to serve the City. Once the City approves a candidate, we will ensure that the previous staff member brings them up to speed and that they have adequate time to familiarize themselves with ongoing projects and the City's goals so that they can seamlessly assume responsibility of their new assignment. Below is an organization chart showing the relationships and hierarchy of proposed staff for this engagement with the City of Laguna Hills.



SECTION E

References

Below are contacts for current municipal Southern California clients to whom we provide comparable services.

City of Costa Mesa

Bart Mejia, City Engineer

714.754.5291 | baltazar.mejia@costamesaca.gov

77 Fair Drive | Costa Mesa, CA 92626

Services Provided: Civil Engineering Services, Construction Management and Inspection, Traffic Engineering Services, Building Safety Plan Review and Inspections, and Project Management.

City of Rancho Palos Verdes

Natalie Chan, Senior Engineer

310.544.5289 | nataliec@rpvca.gov

30940 Hawthorne Blvd | Rancho Palos Verdes, CA 90275

Services Provided: Civil Engineering Services, Construction Management and Inspection, Traffic Engineering Services, Project Management, Building Safety Plan Review and Inspections, and Geographic Information Systems (GIS).

City of Maywood

David Mango, Director of Building and Planning

323.562.5721 | david.mango@cityofmaywood.org

4319 E. Slauson Ave | Maywood, CA 90270

Services Provided: Project Management, Construction Management and Inspection, Engineering Plan Review, Building Safety Plan Review and Inspections, and Traffic Engineering.

City of Eastvale

Michele Nissen, Former City Manager

951.549.0029 | michele.nissen@coronaca.gov

12363 Limonite Ave, Suite 910 | Eastvale, CA 91752

Services Provided: City Engineering, Development Engineering and Entitlements, Transportation Planning, Traffic Engineering, Building Department Administration, Building Safety Code Compliance, Plan Review and Inspections, Drainage Engineering, Geographic Information Systems (GIS), and Real Estate Acquisitions Services.

SECTION F

Project Understanding, Overview and Approach

PROJECT UNDERSTANDING

Interwest has provided the scope of services requested by the City of Laguna Hills to cities throughout California for the past 17 years. Additionally, our proposed staff has many decades of experience providing these services to municipal clients both in the role of city staff and consultant. We are confident that we are eminently qualified to provide the following services to the City of Laguna Hills.

1. **Public Works Inspection** – We understand that the City requires a qualified Public Works Inspector with at least 15 years of experience to provide 16 to 20 hours of inspection per week, 52 weeks per year, between the hours of 7AM and 11AM, Monday through Friday. To provide these services we propose **Paul Keizer**. Paul is a seasoned public works inspector with more than 35 years of experience providing the encroachment permit and general public works inspection services being requested by the City.
2. **Capital Improvement Project Inspection**- We understand that the City would like an on-call bench of construction inspection professionals to provide services as needed on public works, street maintenance, landscape construction, traffic signal construction, storm drain construction and a variety of other typical construction projects. We have identified several staff members who have the experience and availability to provide these services to the City as needed. The team identified is only a representative sampling of the resources available to the City depending on project scope and timing. All candidates will be approved by the City prior to being assigned to any project that may arise.
3. **Construction Management**- We understand the City typically provides its own Construction Management services, but that it may also require a bench of experience construction managers to provide oversight and management of Capital Improvement Projects. At the request of the City, we can provide an experience and qualified construction manager with demonstrated experience delivering projects on time and within the identified budget.
4. **Engineering Plan Check**- Interwest has a team of licensed engineers and professional land surveyors available to provide engineering plan review of subdivision maps, improvement plans, grading plans, storm water quality plans, and traffic control plans. Our staff will coordinate with City staff to perform reviews, meeting with designers as necessary to make sure plans are in compliance with all relevant regulations and industry standards.
6. **Stormwater Program Support**- Interwest employs Qualified SWPPP Practitioners (QSPs), Certified Erosion, Sediment & Storm Water Inspectors (CESSWIs), and licensed engineers with decades of experience providing stormwater program support for municipalities. Our team will assist in managing the City's program, providing reporting, field inspection, and ensuring compliance with both the SARWQCB and the SDRWQBC NPDES requirements.
7. **Geographic Information System**- We understand that the City requires support of your ESRI based GIS including data layer management and technical operation assistance. Our team will

be available monthly to provide monthly system review, maintenance of existing data layers, and creation of new data layers as requested by the City.

Interwest does not propose to provide Pavement Management Plan Updates or Design Services.

APPROACH TO SCOPE OF SERVICES

Below we have described our general approach to providing the services required by the City. Customized approaches will be crafted to address specific projects as assigned.

Project Management

Interwest has extensive experience and success in developing and implementing municipal public works projects, including those with State and/or Federal funding requiring compliance with the Caltrans Local Assistance Procedures Manual. We create and apply management systems that work and carefully monitor program effectiveness by closely tracking work quality, quantity, and cost. Our approach begins with the identification of specific project priorities and their scheduled completions.

Delivering Capital Projects under aggressive schedules involves management, administration, and oversight of project development teams from inception to completion. Project management to Interwest means complete ownership of all aspects including project delivery, funding, project development, and programming. We measure our success in meeting deadlines, project budgets and most importantly, our client's expectations. Areas of focus include:

- Monitoring program effectiveness
- Agency coordination on joint projects
- Stakeholder & community outreach
- Working with utility agencies on relocations
- Following Caltrans Local Assistance Procedures Manual and Guidelines
- Ensuring environmental regulation compliances
- Advanced project planning
- Bid & award contracts
- Managing federally funded projects
- Outside agency encroachment permits

1. & 2. Public Works and CIP Inspection Services

Utilizing construction inspection services through Interwest Consulting Group is an extremely valuable strategy for delivering cost-effective, high quality municipal services. We inspect a variety of capital improvement, development, and utility project elements such as: roadway rehabilitations, new park developments, building and utility projects on an "as-needed" basis, streets, driveways, sidewalks, curb and gutters, pedestrian ramps, drainage improvements, parks, buildings, open space amenities, trails, traffic signals, playground equipment and sports fields plus related services including sewer lift stations, sewer, domestic water, reclaimed water and street lighting. We have a proven track record of providing all of these services.

Our Inspectors will ensure that all work conforms to the project construction documents, City Codes and Ordinances including the City Grading Code and Manual, APWA “Greenbook” Standard Specifications for Public Works Construction, AWWA Standards, County Public Works Standards, State and Federal Building Codes related to site accessibility as well as Title 24 and ADA requirements, Caltrans’ Local Programs Manual, the City’s Quality Assurance Plan for Federal and State Funded Projects and all applicable prevailing wage laws including the Davis-Bacon and Related Acts.

Our team of professionals proposed for this assignment has extensive career expertise in the public works industry. Our local knowledge in combination with our depth of experience translates into better, more consistent decision making. This provides the City with excellent value not only today in cost for services, but more importantly in the future while operating the infrastructure. All Inspections shall be carried out using City established policies and procedures with the highest quality staff in a timely and professional manner. We shall be an advisor and advocate and provide services with the best interest of the City in mind.

3. Construction Management

Pre-Construction Phase

Constructability | Contract Document Review | Bid Support: Review of the construction plans and contract documents prior to bidding and report to the City any areas where there may be an opportunity to save money or find areas that can be corrected prior to the bid, resulting in more competitive bids and fewer construction change orders. This assistance is provided during the bidding process.

Pre-Project Photographs | Video: The Construction Inspector will document the condition of the project as well as the adjacent areas prior to the contractor mobilizing, thus minimizing any dispute that may arise regarding existing vs. construction damage.

Pre-Construction Meeting: We will organize or attend the pre-construction meetings prior to the Notice to Proceed being issued. Notes & a list of invitees & attendees will be distributed.

Plans, Specification & Estimate (PS&E): The PS&E package is essentially the contract document from which the contractor will bid and build the project. The project engineer, in consultation with the construction manager, takes the approved project and begins the formal design process. Every effort must be made to stay within the scope of the approved project, and adhere to the environmental document constraints. Any changes to the scope must be approved by the City; changes to the scope during the PS&E phase will likely increase construction costs, may require additional environmental studies, and possibly delay the schedule. As the PS&E package develops, a bigger emphasis is made on constructability, traffic handling and staging. All can significantly impact construction costs.

Bidding and Construction Support

- During the bidding process, if so directed, the Interwest Team will be available to answer bidders’ questions, prepare drafts of addenda or clarifications to the PS&E and assist in reviewing bids and recommending a contract award.

- During construction, we will provide supplemental support to the City and construction management section for construction inquiries. This supplemental construction support includes:
 - o Reviewing and preparing responses to RFIs
 - o Reviewing Contractor submittals and shop drawings for compatibility with design
 - o Reviewing and providing recommendations of change order proposals
 - o Performing final review/evaluation & assisting with the preparation of punch list for work deficiencies
 - o Preparing record drawings of the completed projects based upon the redlined set of as-built plans

Construction Phase

Project Schedule | Submittal Review: A realistic schedule that meets the requirements of the contract documents is critical to the success of the project. Our team will constantly monitor the schedule, noting and making the City aware of any critical path slips, as well as any opportunities to compress the schedule that may arise. Further, timely and thorough submittal review is critical to a project. Examples of activities include:

- Coordinate, review & approve the Contractor's proposed schedule for completion of project.
- Review contractor's schedule, update submittals for conformance to master schedule and contract documents.

Document Control: We use the proven method of controlling documents through the system developed and used by Caltrans. We will apply consistent procedures to track all documentation, regardless of project size and location. Doing so will result in a standard documentation and filing system across the board for capital projects. As a result, records retrieval will be quick and efficient. Work activities include:

- Maintain all project documents, drawings, contract change orders, contractor submittals, shop drawing and correspondence in electronic form and hard copy.
- Maintain at the project site an up-to-date copy of all contracts, drawings, specifications, addenda, change orders & other modifications, in good order & marked to record all changes made during construction. We track documents, including all correspondence.
- Ensure an office engineer is available for projects with significant document control needs, and all files will be set up by our office engineer, regardless of size.
- Maintain a digital photographic library & significant activities.
- Maintain RFI, submittal and change order logs. Ensure consultants and engineers respond within contract time frames. We track the number of days submittals are outstanding and with a particular party on a weekly basis and report this information to the appropriate staff.
- Monitor Contractor and the sub-contractors regarding compliance with prevailing wage rates and affirmative action requirements applicable to the project including a Labor Compliance Program in accordance with AB 1506 and the Davis-Bacon Act. Our inspectors and office engineers are trained on the appropriate forms and techniques necessary to conduct these compliance activities.

- Collect and review, for compliance with all State and Federal regulations, certified payroll records requirements.

Weekly | Monthly Construction Meetings: We would attend and chair weekly or monthly project meetings with the contractors and stakeholders. We can prepare the agenda and discuss schedule, budget, changes, safety issues, etc. This has proven to be an important step to getting the project on schedule early.

Change Order Review | Dispute Resolution: Our team will review any requests for contract change orders to verify the work is necessary and outside of the contract, and we will negotiate the best way from the City perspective to pay for the work, whether that is time and materials, unit prices, or a negotiated amount. We will advise City as to their effect on the contract time and cost. We can perform independent estimates of proposed change order work when necessary or when directed by the City. The Construction Manager will then make a recommendation for approval, which according to the City policy, will ultimately need approval by the Public Works Director.

Materials Testing Management: We will coordinate and schedule the materials testing services to acquire the necessary services, and reports, in the most efficient manner.

Compaction Control: We will coordinate compaction testing with the soil engineering firm to verify all compaction conducted meets all requirements and specifications.

Progress Payment Processing: We will review progress payments and verify quantities/unit prices, amount due, certified payroll, appropriate rates, etc. If the review shows the progress payment is accurate, we will then recommend payment and circulate it to Project Manager for additional review, signature and approval.

Agency Coordination: We will coordinate any work with other agencies to maximize contractor efficiency and keep the project on schedule.

Post-Construction Phase

Punch List Completion: Our Inspector will generate and make the contractor aware of deficiencies as they occur in the field. We will encourage the contractor to repair or replace work that does not meet the specifications when it is identified. Interwest will oversee the complete performance of all punch list items and final clean-up before contractor moves off-site. Each punch list item is personally signed off by a member of our team, and all items must be signed off before the construction manager signs the list as complete.

Record Drawings and Other Documents: Our Construction Manager will review the record drawings with the Inspector for accuracy and completeness prior to acceptance of the project. This is monitored weekly. At the end of the project, we will obtain from contractor all record drawings: O&M materials, attic stock, contract required documents, lien releases, & written warranties.

Geotechnical Report: Our Construction Manager will obtain a complete geotechnical report with all test results, logs, and correspondence from the geotech prior to releasing their final payment.

Final Report: Our team will prepare a final report for the project that recaps the costs, schedule, successes, and lessons learned to the City and the Project Manager for use in preparing the City Council Notice of Acceptance Staff Report.

An inventory of the “wrap up” tasks for construction management activities include:

- Administer post-construction training of custodial, maintenance, operations and grounds staff for all new equipment, systems and finish materials. We intend to invite the appropriate City maintenance personnel to the final walk-through of the project so they may ask questions and review the work. We understand that the project is built for the end-user, which is usually the maintenance department on behalf of the citizens.
- Coordinate final testing, documentation and regulatory inspections. We require all materials testing and special inspection documentation to be in a final report in chronological order.
- Advise on substantial and final completion and liquidated damages.
- Evaluate any contractor claim, negotiate and resolve claim issues. Recommend approval or denial by the City.
- Establish a warranty process and schedule six months and eleven months warranty walks.
- Oversee the complete performance of all warranty repair items.

Document Archive: Once the project is complete, we will turn over all project documents in archive form to the City.

5. Engineering Plan Check

Interwest will perform a variety of professional and technical engineering functions including general administrative tasks within the City’s Engineering Division, as well as plan check and review, project management, permitting of various private development projects, calculation of development fees, preparation of Conditions of Approval and mitigation measures, and preparation of water supply reports and Will Serve letters.

Interwest’s review services shall include, but are not limited to, the following:

- Provide staff augmentation services.
- Serve as engineering project manager and primary engineering review for a wide variety of land development, subdivision, encroachment permit, and building permit applications.
- Review and manage multiple land development, subdivision, encroachment permit, and building permit applications from initial planning application or entitlement through issuance of permit for construction or improvement plan and final map approval, construction, and final sign-off of improvements and warranty release.
- Review, analyze, and develop conditions of approval for various planning entitlement applications such as Tentative Maps, Site Development Reviews and Conditional Use Permits.
- Review various encroachment permit applications, including small cell site applications, and building permit applications.
- Review parcel maps, final maps, tract improvement plans, grading plans, street improvement plans, plot plans and building permit plans for conformance with City and State regulations and engineering standards of practice, including ADA and accessibility requirements.

- Review plans and documents for conformance with the requirements of the RWQCB NDPES Municipal Regional Permit (MRP), including but not limited to:
 - o Low impact development
 - o Source control
 - o Design of storm water treatment measures and sizing calculations
 - o Hydromodification standards and the use of BAHM software to both design and review detention and metering devices
 - o Trash capture
 - o Storm Water Management Maintenance Agreements
- Work collaboratively with Public Works Staff and other City departments such as Planning, Building, Fire and Environmental Services during the review process.
- Coordinate the review and approval process with outside agencies.
- Correspond directly with applicants and their design teams.
- Attend meetings with applicants and staff and conduct various other duties at City Hall in order to efficiently coordinate project reviews with City Staff.
- Write memoranda summarizing plan review comments for transmittal to applicants.
- Write staff reports for City Council meetings.
- Prepare agreements including long-term encroachment agreements, storm water operations & maintenance agreements and subdivision improvement agreements.
- Administer surety bonds associated with various agreements.
- Prepare grant deeds, grant easement or certificates of acceptance documents and review of associated plat maps and legal descriptions.
- Perform field inspections of projects under construction, in support of Public Works Inspection staff/consultants.

6. Stormwater Program Support

We cooperate with local agency partners to create and implement storm water quality compliance guidelines as mandated by the Regional Water Quality Control Board National Pollution Discharge Elimination System (NPDES) permit requirements – specifically, the Regional Boards’ latest MS4 permit for the client.

Our staff provides technical guidance to the plan check and entitlement groups and development community by providing interpretation of Regional Water Quality Control Board permit requirements and associated water quality compliance guidelines. We will also conduct public outreach campaigns as required by NPDES permit to make public aware of critical water quality issues. Interwest will assist in providing technical and material support to upper management and in-house staff regarding complex hydraulic and hydrological related issues. We will also review development plans to ensure that plans submitted by private developers are in compliance with drainage and floodplain management policies by conforming to local agency standards, drainage ordinances, and floodplain development policies. The Interwest Drainage Team will also support the client in implementing the requirements of the client’s MS4 Permit. This includes:

- Performing field inspections to ensure compliance with the MS4 permit

- Permitting Best Management Practice (BMP) compliance for private storm water quality filtration devices
- Compiling and filing all relevant documentation related to all permits, including required annual reports to the State Development of Storm Water Quality Implementation Plan

Interwest employs Qualified SWPPP Practitioners (QSPs), Certified Erosion, Sediment & Storm Water Inspectors (CESSWIs), and licensed engineers with decades of experience providing stormwater program support for municipalities. Our team will assist in managing the City's program, providing reporting, field inspection, and ensuring compliance with both the SARWQCB and the SDRWQBC NPDES requirements.

7. Geographic Information System Services

Interwest's highly qualified GIS team has a broad range of skills to support your GIS goals. This breadth of experience and capabilities allows us to provide a full range of GIS services including:

GIS Data Development | Map Production | Collection | Spatial Analysis | Geocoding

Interwest's GIS team currently maintains GIS databases for multiple municipalities throughout California. Our team utilizes ArcGIS Desktop (ArcInfo, ArcView), ArcGIS Pro, ArcGIS Online and ArcGIS Portal to maintain various datasets, geodatabases, and produce map products for our clients in accordance with their standards. We provide spatial analysis and geocoding services to display and analyze spatial data allowing our clients to make informed decisions.

Expertise in Web-based GIS Applications

Our team has worked with ArcGIS Enterprise (Server, Portal, DataStore), ArcGIS Online, Google Maps API, Google Earth and a number of third party software applications including Geocortex and Digital Map Products to provide interactive mapping applications to our clients. We have created public-facing GIS viewers, internal GIS viewers, mobile applications for phones and tablets and intranet applications. We will work with your agency to determine and recommend the best options for your workflow and unique user requirements.

GIS Hosting Service for Local Government

We currently host GIS database and mapping services for multiple clients throughout California. Each of these customers accesses their respective Web GIS solutions through the ArcGIS Online platform. The backend database design, storage, and map publishing occurs within the Interwest ASP ArcGIS Server environment and is published to the corresponding client ArcGIS Online account.

GIS Integration with 3rd Party Business Systems (Permitting, Asset Management, 911)

Interwest has worked closely with clients to integrate GIS data, workflows, and solutions with a variety of local government business systems including: **Lucity, Accela, Superior (Naviline, ONESolution, TRAKiT), Infor/Hansen, Comcate, MaintStar, Tyler (Eden, Munis) Maximo, Cartegraph, Intergraph, Versaterm, and Sun Ridge RIMS.**

GIS Training and Outreach

Interwest GIS staff has provided numerous training and outreach programs for client staff to assist in the deployment and use of GIS. This work helped to promote GIS as a common resource to help staff become more efficient in their daily work. Interwest also works with client GIS staff to mentor and help build their professional capability.

Partnerships

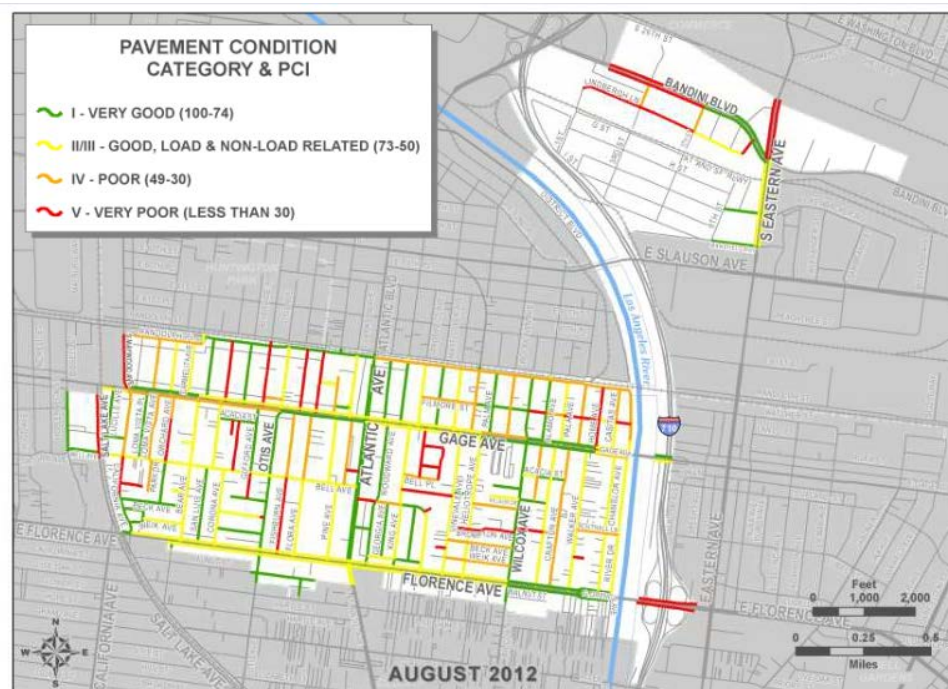
Interwest partners with Esri and Geocortex. Our team has earned two Esri partner specialties, an indication of our commitment and expertise in deploying Esri software in ways that directly benefit the public agencies we serve. This has provided Interwest the ability to stay at the forefront of providing GIS solutions to local government agencies.

The Interwest GIS Team offers cost effective professional staffing and project-based consulting services for short and long-term needs within all levels of public agencies and special districts. Providing GIS services within Public Safety, Public Works, Maintenance, Planning, Utilities, Land Development, Economic Development, Finance and Public Transit environments is our specialty. First hand public agency experience, a broad range of GIS skill levels, and an enterprise focus to delivering solutions allows for the flexibility and expertise that are essential to creating an effective and value-based GIS. Our efforts will reward you with the ability to make smarter business decisions and streamline business processes to better serve your customers.

Interwest can offer the following GIS services:

- Local Government GIS Services
- GIS Project Management
- GIS Assessment and Startup
- GIS Integration with Enterprise Systems
- Mobile Data Collection
- Route Analysis for Integrated Waste
- Pavement Management Program planning
- Enterprise Web GIS Tools
- GIS Integration with Enterprise Systems
- Land Records/Development with GIS
- Automation of Routine GIS Data Tasks
- Revenue Database Streamline/Audits
- ADA compliance tracking for curb ramps

GIS sample product: Exporting of pavement condition categories to GIS used for planning and reporting.



PROJECT CONTROLS AND QA/QC

For all projects we will create and apply tailored management systems that work and will carefully monitor program effectiveness, closely tracking work quality, quantity and cost. Delivering projects under aggressive schedules requires careful management, administration, and oversight of project development teams from inception to completion with committed ownership of all aspects. For the duration of any assigned project, our team will maintain organization and communication over the entire project team, cost, schedule monitoring, and constructability review of plans, specifications and estimates upon their completion.

Coordination is the core of what we do at Interwest Consulting Group. Our team will begin the coordination process by working with the City's Management staff to define and fully understand the assigned projects, City goals, and all funding sources for the assigned projects. Interwest staff will then complete all steps of the assignment, taking care to keep within the guidelines required by each specific funding source. All local, state and federal laws will be followed to ensure there are no issues throughout the duration of the assignments. Our goal is to ensure there are no surprises and no lost opportunities for the City.

SECTION G

Schedule

Interwest has provided approximate schedules for the work tasks identified as possible. If selected by the City, we look forward to the opportunity to craft more detailed schedules to fit specific projects as assigned.

1. Public Works Inspection

Our proposed Public Works Inspector will provide 16 to 20 hours of inspection per week, 52 weeks per year, between the hours of 7AM and 11AM, Monday through Friday.

Guaranteed Deliverables

- **Standardization & Maintenance of Project Documentation** – In order to effectively combat claims, it is vitally important that the construction manager and inspector follow a uniform standard to ensure that potentially volatile issues are dealt with in a timely, accurate and consistent manner. Interwest has instituted such a system and has a proven track record of helping its clients to avoid costly claims.
- **Monitoring Quality & Objectiveness of Field Personnel** – Our construction supervisors routinely check the files and performance of our construction inspectors. Regular training meetings are conducted at which changes in rules and regulations are discussed. Of critical importance are the storm water compliance rules and the requirements of the general construction permit.
- **Public Relations** – Public works projects that impact residents and businesses present unique, non-technical challenges which must be addressed throughout the life of a project. Interwest staff will work closely with these stakeholders to make them aware of the project, its status and any changes that are made. Our assigned staff possesses the non-technical skill set needed to navigate the public relations arena.
- **Construction Inspections (Including SWPP Compliance)** – Our Inspector, as well as any other field personnel performing services will document all work, quantities, contractor and subcontractor personnel and equipment, visitors, and field orders on a daily basis.

2. Capital Improvement Project Inspection

Our proposed inspectors will provide fulltime or part-time inspection services as needed. They are also available to attend and participate in pre-construction and post-construction tasks, typically two additional weeks before and after the allotted construction working days. Significant deliverables are the same as those described above for the Public Works Inspector.

When our team is assigned a specific project, we will work with the City to identify key milestones and deadlines to keep projects on track. We will then develop a customized schedule and carefully monitor costs to adhere to the budget established by the City.

3. Construction Management

In our approach to Construction Management in the previous section, we identified our step by step process to providing thorough and efficient management of construction projects. Our Construction Manager will meet with City Project Managers before construction begins to develop a schedule and budget and to better understand the City's goals for the project. Throughout the construction process, they will be available part-time, ensuring that the project is progressing as scheduled, in adherence with all regulations and industry standards, and with proper documentation throughout the project life. We look forward to the opportunity to provide a more detailed schedule, tailored to specific projects as assigned.

5. Engineering Plan Check

For all projects we will create and apply tailored management tracking system and will carefully log and monitor assignments, submittals, work quality, quantity, and cost. Delivering projects under aggressive schedules requires careful management, administration, and oversight of project development teams from inception to completion with committed, complete ownership of all aspects. Should there be an unexpected setback, Interwest will quickly review the reasons for the delay, identify options for getting the project back on track, and implement the selected option after consulting with the City. Scope, schedule and budget impacts of the delay will be scrutinized to ensure critical elements are not jeopardized by implementation of the corrective action.

Plan checking shall follow a set schedule of turnaround timeframes as established by the City. It is strongly expected that plan checks should not exceed three (3) total plan check cycles. Turnaround times are not to exceed the following:

- First Submittal: 10 Working Days
- Second Submittal: 5 Working Days
- Third Submittal: 3 Working Days
- Mylar Review: 2 Working Days
- Major change during design stage: 7 Working Days
- Major change in the field: 3 Working Days

This turnaround time schedule does not exclude the option for expedited plan reviews as needed by the City. Expedited reviews are not typical, but is anticipated for certain projects deemed as priorities by the City Staff. Periodic meetings shall be scheduled to discuss plan check issues with the City's project engineers. Unless otherwise directed by City staff, no plan check shall be returned to the developer, or the developer's representative, until the City's project engineers have been updated on the status of the plan checks being returned.

For any reason, if a plan check is expected to exceed three (3) cycles, Interwest shall inform the City's engineering staff, and a meeting will be coordinated by the City with Consultant and developer to resolve outstanding issues. To the extent feasible, consultant shall perform a thorough review with the first submittal of plans to avoid new comments on any subsequent submittals.

6. Stormwater Program Support

Interwest employs Qualified SWPPP Practitioners (QSPs), Certified Erosion, Sediment & Storm Water Inspectors (CESSWIs), and licensed engineers with decades of experience providing stormwater program support for municipalities. Our team will be available on-call for the City as needed. Per the RFP we anticipate roughly 80 hours of staff time per year.

7. Geographic Information System

We understand that the City requires support of your ESRI based GIS including data layer management and technical operation assistance. Our team will be available monthly to provide monthly system review, maintenance of existing data layers, and creation of new data layers as requested by the City. To address the City's stated needs we anticipate approximately the following staff time per year, per staff level.

Staff	Estimated Max Hours per Year
GIS Project Manager	40
Senior GIS Analyst	80
GIS Analyst	200
GIS Technician	200

SECTION H

Communication Plan

Coordination is the core of what we do at Interwest Consulting Group. The majority of our employees previously worked for California municipalities and has a practical understanding of our clients' processes, preferences and working environments. We have the demonstrated ability to work successfully side-by-side with City staff towards common goals.

Interwest staff begins the coordination process by working with the City's Management staff to define and fully understand the assigned projects, City goals, and all funding sources for the assigned projects. Interwest staff will then complete all steps of the assignment, taking care to keep within the guidelines required by each specific funding source. All local, state and federal laws will be followed to ensure there are no issues throughout the duration of the assignments. Our goal is to ensure there are no surprises and no lost opportunities for the City.

Open and ongoing communication is the key to maintaining a close and positive working relationship with City staff. Our consultants understand that we serve multiple clients – including City staff, local residents, the development community, and other stakeholders – and that clear communication with City staff is critical to our ability to serve all clients effectively. The consultants we assign to work with the City will be available and responsive to communications from City staff. If any issues arise or City staff has any questions or concerns about Interwest project staff, our assigned Principal-in-Charge will work directly with City management to resolve outstanding issues.

SECTION I

Compensation | Payment Schedule

Per the RFP, our Fee Proposal has been included in a separate, sealed envelope.

SECTION J

Certificate of Insurance

On the following page, we have submitted an executed *Attachment 2: Certificate of Insurance Form*.

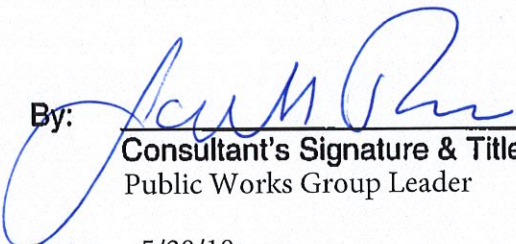
City of Laguna Hills
RFP ON-CALL CIVIL ENGINEERING CONSULTING SERVICES

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: Interwest Consulting Group
Name (Please Print or Type)

By: 
Consultant's Signature & Title
Public Works Group Leader

Date: 5/29/19

This executed form must be submitted with proposal.

SECTION K

Certification of Proposal

On the following page, we have submitted an executed *Attachment 3: Certificate of Proposal Form*.

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

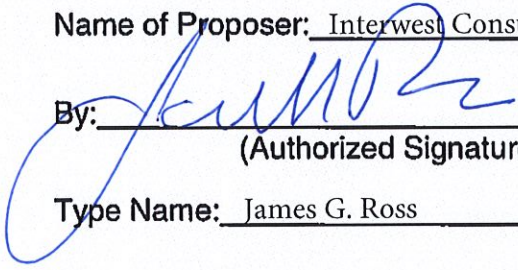
H) The proposal response includes all of the commentary, figures and data required by this Request for Proposal.

I) The proposal shall be valid for 180 days from May 29, 2019.

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

Executed this 24th day of May, 2019, at Huntington Beach, California.

Name of Proposer: Interwest Consulting Group

By: 
(Authorized Signature)

Type Name: James G. Ross

Title: Public Works Group Leader

Date: 5/24/19

see attached Jurat

GOVERNMENT CODE § 8202

☒ See Attached Document (Notary to cross out lines 1–6 below)
☐ See Statement Below (Lines 1–6 to be completed only by document signer[s], *not* Notary)

The graph illustrates the relationship between the number of document signers and the number of signatures. The y-axis represents the number of signatures (1 to 6) and the x-axis represents the number of document signers (1 to 6). Two lines are plotted: a solid black line labeled 'Signature of Document Signer No. 1' and a dashed blue line labeled 'Signature of Document Signer No. 2 (if any)'. The solid line starts at (1, 1) and decreases linearly to (6, 0). The dashed line starts at (1, 0) and increases linearly to (6, 6). The lines intersect at (3, 3).

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

State of California
County of Orange



Place Notary Seal Above

Subscribed and sworn to (or affirmed) before me
on this 24th day of May, 2019,
by Date Month Year
(1) James G. Ross

(and (2) _____),
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence
to be the person(s) who appeared before me.

Signature Jessica B. [Signature]
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Certification of Proposals Document Date: 5/24/19

Number of Pages: 2 Signer(s) Other Than Named Above: _____

APPENDIX

- **ATTACHMENT 1: NON-COLLUSION AFFIDAVIT**
- **RESUMES**

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

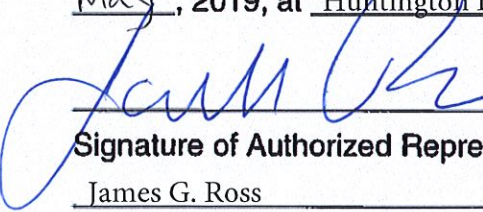
ATTACHMENT 1

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 24th day of May, 2019, at Huntington Beach, California.



Signature of Authorized Representative

James G. Ross

Name of Authorized Representative

Public Works Group Leader

Title of Authorized Representative

see attached Jurat.

CALIFORNIA JURAT WITH AFFIANT STATEMENT**GOVERNMENT CODE § 8202**

- ☒ See Attached Document (Notary to cross out lines 1-6 below)
☐ See Statement Below (Lines 1-6 to be completed only by document signer[s], *not* Notary)

1 _____
 2 _____
 3 _____
 4 _____
 5 _____
 6 _____

Signature of Document Signer No. 1 Signature of Document Signer No. 2 (if any)

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

State of California

County of orange

Place Notary Seal Above

Subscribed and sworn to (or affirmed) before me

on this 24th day of May, 2019,
 by Date Month Year

(1) James G. Ross

(and (2) _____),
 Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence
 to be the person(s) who appeared before me.

Signature

Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Non-Collusion Affidavit Document Date: 5/24/19

Number of Pages: 1 Signer(s) Other Than Named Above: _____



**INTERWEST
CONSULTING
GROUP**

www.interwestgrp.com

EXPERTISE

Program and Project Management

EDUCATION

Masters in Public Administration, 1986
Bachelor of Science Civil Engineering, 1970
California State University, Long Beach

**PROFESSIONAL
AFFILIATIONS**

League of California Cities

Public Works Officers, President | 1998
Board of Directors, Member | 2001-2003
James Martin Award Winner for Excellence
& Service to the League & Public Works
Profession | 2006

**American Public Works Association
California Chapter**

Top Leader of the Year Award | 2004
Nominated, National Top 10
Director of the Year | 2008

Santa Ana North Rotary Club
President | 2000

**ADDITIONAL
EXPERIENCE**

Associate Engineer
City of Costa Mesa | CA
1978 - 1981

Assistant Engineer
Port of Los Angeles | CA
1971 - 1978

Assistant Engineer
City of Los Angeles | CA
1970 - 1971

James G. Ross

Public Works Services Group Leader

James has supported municipalities and public agencies at an executive management level for the past 35 years, specializing in Public Works and Water Departments. His experience includes successfully managing staffs of over 400 people and Capital Improvement Program budgets of approximately \$200 million. He has served on the Board of Directors and has been President of the Public Works Officers for the League of California Cities. James received the James Martin Award for Excellence and Service to the League and Public Works Profession. James was chosen Top Leader of the Year in 2004 and nominated for the National Top 10 Director of the Year in 2008, both for the American Public Works Association, Southern California Chapter.

PROJECT SPECIFIC EXPERIENCE

Public Works Group Leader – Interwest Consulting Group *2015 - Present*

Since 2015, James has been responsible for managing Public Works Services for Interwest's Southern California Region, and has served in Interim Department Head assignments for Cities such as Encinitas and Costa Mesa. He has managed Organizational Development studies for the City of Encinitas and the Drainage Development Section of the Sacramento County Department of Water Resources.

Special Advisor – Management Partners *2011 - 2015*

James conducted organizational assessments and provided interim support for local Governments, specializing in Public Works and Water Departments. Some representative projects included the cities of Fountain Valley Public Works Department review and support, San Carlos Public Works/Community Development Efficiency Study, Orange Alternative Service Deliveries Study, Glendora Water Division Efficiency Study, San Juan Capistrano interim Public Works Department support, Newport Beach Municipal Operations Department Organizational Assessment, Benicia Public Works Organizational Assessment, Long Beach Organizational Assessment, and the Napa City/County Service Sharing Study.

Interim Executive Program Manager – Imperial Irrigation District *2009 - 2011*

James managed 445 staff of the Water Department, responsible for a 3000-mile system of irrigation and drainage canals. He was retained under an original 6-month contract by the General Manager to conduct an organizational assessment and make recommended changes to improve customer service and operational efficiencies. He helped implement an agreement that made it possible to transfer conserved water from Imperial's farming Community to urban water users in Southern California. The contract was renewed twice by the GM before James elected not to renew again.

Executive Director of Public Works – City of Santa Ana, CA *1988 - 2009*

The department had more than 200 staff members. Responsibilities included construction and maintenance of City's street, water and sewer systems. James also created enterprise funds for Refuse, Sanitation and Sewers. Annual budget including Capital Improvement Program was approximately \$200 million. Major facility projects included a \$100 million Police Detention and Administration Building, the City Hall Ross Annex, a new Corporation Yard, the remodel of the Main Library and numerous Community Park Facilities. Major Street projects included the \$100 million widening of the Bristol Corridor and an innovative \$100 million 5-year program to repair and rebuild the City's residential street system.

Principal Projects Manager – City of Irvine, CA *1981 - 1988*

James supervised the City's Project Management Team of 7 staff, responsible for administrating the design and construction of the City's Capital Improvement Program. Most of the new streets, parks and community facilities were funded by assessment districts which James and the Management team administered.



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E D U C A T I O N

Bachelor of Science
Civil Engineering
California State University Long Beach
Long Beach, CA

Santa Ana Advanced Leadership
Development Program

Santa Ana Public Business Management
Program

**R E G I S T R A T I O N S
C E R T I F I C A T I O N S**

CA Registered Civil Engineer | 25161

CA Registered Traffic Engineer | 485

A W A R D S

President, Public Works Association
California Chapter, 2010

Government Leader of the Year
American Society of Civil Engineers 2002

Top Public Works Leader of the Year
Public Sector
APWA 2000

Member – Technical Steering Committee
OCTA 2010-2011

George Alvarez, PE, TE

Public Works | City Engineer

CA Registered Professional Civil & Traffic Engineer

George has over 40 years of successful planning, implementing, and administering public works projects and programs. He brings a solid history of successful management with over 35 years as a Public Works City Engineer. Recognized as a dedicated professional with exemplary work ethic, he focuses on continuous process improvements while maintaining the ability to effectively navigate through politically sensitive environments. George has managed capital projects over \$100M. He has experience in budget preparation and maintenance, negotiations, organization development, grant funding, and project management. He is committed to serving the needs of the client through strong leadership and a collaborative approach.

P R O J E C T S P E C I F I C E X P E R I E N C E

City Engineer

2012 - Present

Interwest Consulting Group, Inc. | CA

Provides project management for the construction of the municipal public works projects. Oversees assigned projects to ensure contractor compliance with time and budget parameters for the project. Prepares operational guidelines for subordinate divisions and monitors response. Prepares the Capital Improvement Program budget for local agencies. Responds to public or other inquiries relative to engineering policies and procedures on specific projects and other information. Evaluates issues and options regarding municipal public works and makes recommendations. Reviews and prepares condition of approval for private development projects. Serves as a member of the department head's management team and communicates key organizational issues to staff.

City Engineer Public Works

1984 - 2012

City of Santa Ana | CA

Responsible for Engineering Division of Public Works department encompassing design, traffic, construction and development services. Lead team of 50 in designing and constructing over \$100M in annual capital improvement projects. Negotiated consultant agreements, resolved conflicts with private developers and contractors, and partnered with local and regional agencies to improve transportation facilities. Secured grant funding for capital improvements. Investigated and responded to Council and citizen inquiries. Delivered presentations to City Council, Planning, Environmental and Transportation Advisory Committees. Facilitated project management and public speaking training for staff in all four Public Works' divisions.

S E L E C T E D A C C O M P L I S H M E N T S

- **Completed Santa Ana's single largest public investment in history** for \$100M in residential street repairs. Partnered with bond counsel and financial consultants to finance \$60M in bonds for project funding.
- **Managed construction of \$200M+ of major facility projects** through use of traditional design-bid-build, design-build, and program manager at-risk approaches to project management. Projects included \$23M Public Works Corporate Yard, \$110M Police Administration and Detention Facility, new City Hall annex, and park, fire station, and library improvements.
- **Coordinated traffic, land use, and infrastructure improvements** for 10M Sq.Ft. in total development projects.
- **Lead team of consultants** in conducting conceptual engineering, alternative analysis and preparation of environmental document for a fixed guideway estimated to cost \$150M.
- **Created and chaired statewide task force** to develop model ordinance for trench cut fees, which was approved by League of CA Cities, and enabled full cost recovery.



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- **Spearheaded Mayor's Task Force** on Traffic and Transportation that created report of transportation vision for arterial/residential streets, freeway/transit, and growth management.
- **Funded \$2M in annual maintenance and management costs** for City's Stormwater Pollution Prevention Program by creating Federal Clean Water Enterprise.
- **Maximized efficiencies** through new technology implementations including state-of-the-art traffic operations center to manage 280 traffic signals and advanced computer-aided-design.
- **Reduced contingency costs to less than 4% on construction projects** by improving construction plans and holding post-construction meetings after each project to identify areas for future continuous improvements.

City Traffic Engineer

1985 - 1988

City of Santa Ana | CA

Managed Transportation Department which consisted of 24 employees. Reviewed and coordinated private development with other City agencies. Served as Secretary on City's Transportation Advisory Committee.

SELECTED ACCOMPLISHMENTS

- **Facilitated street and traffic signal improvements** by leading preparation of plans, specifications, and cost estimation, as well as securing grant to fund capital improvements.
- **Identified and recommended viable traffic safety improvements** after close review of City Council and citizen requests.

Transportation Development Engineer

1984 - 1984

City of Santa Ana | CA

Secured federal, state, and local grants for transportation projects; prepared conditions for private development approval; managed traffic study preparation; and worked with neighborhood associates to manage traffic. He led a team of eight employees and prepared a Capital Improvement Program.

Project Engineer

1981 - 1984

Willdan Associates | CA

Developed project objectives by reviewing project proposals and plans and conferred with management. Responsible for identifying project phases and elements, and assigning personnel as well as reviewing bids from contractors. Determined project specifications by studying product design, customer requirements, and performance standards; completed technical studies; prepared cost estimates. Determined and maintained project schedule. Confirmed product performance by designing and conducting tests. Controlled project plan and costs. Prepared projects status reports.

Associate Engineer

1974 – 1981

City of San Juan Capistrano | CA

Performed professional and technical engineering work in design, land development, and capital improvements. Designed and prepared plans for public works projects. Answered inquiries from realtors, developers, engineers, and the general public. Developed revised design and construction standards for public works structures and appurtenances. Served as construction inspector to ensure compliance on city projects, subdivisions and encroachments. Investigated field problems affecting property owners, contractors and maintenance operations and resolved or referred problems as appropriate. Administered contracts, coordinated and reviewed the work of outside consultants, and made recommendations.

Senior Engineer Assistant

1971 – 1974

Los Angeles County | CA

Determined engineering requirements. Resolved engineering problems. Verified engineering applications. Maintained project team accomplishments by communicating essential information. Met cost standards by preparing cost-benefit analyses.



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E D U C A T I O N

Certificate for Construction
Inspection, East LA College, 1990

40 units of supervision courses,
Cerritos College, 1985

12 units of inspection courses,
Orange County Community College

Specialized inspection courses
offered through Los Angeles County

Paul Keizer

Public Works Inspector

Paul is a seasoned public works inspector with more than 35 years of experience in the public sector. He is very familiar with all relevant codes and regulations and has a demonstrated track record of successful delivering high profile construction projects in a cost-effective manner, keeping the public and everyone involved with the project safe. Paul communicates well with city government, contractors and the public to achieve a properly constructed end product.

P R O J E C T S P E C I F I C E X P E R I E N C E

Public Works Inspector

2019 - Present

Interwest Consulting Group, Inc. | CA

Paul provides public works inspection for cities throughout Southern California.

Supervisor Contract Construction

2006 - 2017

County of Los Angeles | CA

Inspected multiple Waterworks Districts projects such as the Topanga Booster Pump Station, Topanga Oaks Waterline, Marina Del Rey Waterline and Malibu Feeder Project. Malibu Canyon Tunnel and Kanan Dume Tunnel lining projects. Supervised multiple water tank relining projects including the installation of new roofs, manways, ladders and entire sections of tanks. Inspected sewer lining projects including Marina Del Rey sewer and manhole lining projects. Inspector-in-Charge of multiple storm drain projects including Avenue K Phase I & II. Reviewed and oversaw the inspection of pavement preservation projects. Division Safety Coordinator for 2 years.

Head Construction Inspector

2002 - 2006

County of Los Angeles | CA

Supervised the Westchester Permit Office and approved and issued road permits and oversaw a staff of 6. Permits included service cuts, driveway aprons, storm drain connections, movie permits and encroachment permits within the jurisdiction. Oversaw the inspection of sewer lines, storm drains, sidewalk, curb and gutter, catch basins and roadways for home developments.

Senior Construction Inspector

1994 - 2002

County of Los Angeles | CA

Resident inspector for various storm drain projects including Domingue Ave. Pump Station and Drain, Doris Coast Pump Station and Drain, and Cherry Ave. Drain in the City of Lakewood. Inspected multiple emergency sewer projects. In charge of inspection of multiple low-flow diversion projects.

Construction Inspector

1989 - 1994

County of Los Angeles | CA

Inspected underground storm drain lines and connections after project completion. Operated underground TV camera inspecting sewer lines and well casings.

Senior Road Maintenance Worker

1987 - 1989

County of Los Angeles | CA

Oversaw and assisted paving, concrete and cleanup crews at LA County's Watts yard. In charge of youth gang crews and general relief workers. Assisted in performing monthly street inspection, rating the quality of each street in his jurisdiction.

Road Maintenance Worker

1985

County of Los Angeles | CA

Worked on paving crews often as the screed man. Poured and finished concrete curb, gutter and sidewalk. Operated heavy equipment. Inspected pavement restoration contracts.

Road Laborer

1983 - 1985

County of Los Angeles | CA



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EDUCATION

Master of Science, Civil Engineering,
University of Tennessee in Memphis
(formerly Memphis State)

Bachelor of Science, Civil Engineering,
University of Tennessee in Memphis

**REGISTRATIONS
CERTIFICATIONS**

Registered Civil Engineer, CA | C 51298

Qualified SWPPP Developer | C 51298

Hamid Abedzadeh, PE, QSD

Construction Inspector

Hamid is a registered engineer who has held supervisory and management positions for more than 14 years, managing up to 20 professional and technical employees and projects budgets up to \$40 M. He has extensive experience in construction management, material testing, geotechnical engineering, consulting and leadership with a proven track record in delivering complex projects on time and in budget.

PROJECT SPECIFIC EXPERIENCE

Senior Resident Engineer | Senior Civil Engineer | Civil Engineer

1990 – 2018

Orange County Public Works

Senior Resident Engineer – For ten years, Hamid held this position in the County's Construction Department managing construction of capital improvement projects. He was responsible for interacting with the public and other agencies, administering projects, managing staff, recommending alternative solutions to conflicting issues, responding to submittals and requests for information, accepting construction materials and traffic control plans, compensating the contractors and negotiating contract change orders. During this time, he supervised up to 9 professional and technical staff, managed projects up to \$40 M and negotiated multi-million dollars contract change orders.

Senior Civil Engineer – He worked in this position for over 5 years, managing the Materials Laboratory and Geotechnical/Pavement Section. His responsibilities included managing up to 20 professional and technical staff, preparing annual budgets, approving equipment procurement, preparing reports and accepting or rejecting construction materials.

Civil Engineer – He worked for the Planning and Development Services Department for 14 years, reviewing reports, checking plans and issuing permits. I worked closely with the planners, home owners, developers, designers and outside agencies.

Project Engineer

1988 – 1990

Zeizer Geotechnical, Inc.

Hamid managed the geotechnical aspects of projects including a twenty million cubic yard grading project in Chino Hills Area. His duties consisted of interacting with the projects' proponents, overseeing and scheduling field technicians, assessing project progress, evaluating field conditions, performing subsurface explorations and preparing reports and plans for private and public works projects.

Staff Engineer

1986 – 1988

Soil and Testing Engineers

As a staff engineer, Hamid inspected the ongoing grading operations, checked shallow and deep foundations, performed subsurface explorations and material testing, evaluated site conditions, interacted with the project proponents, provided recommendations, and prepared reports.

Laboratory Manager

1984 – 1986

H.V. Lawmaster

In this position, Hamid managed the laboratory's operations, oversaw and performed various soils and material testing, scheduled test programs, finalized the test results, performed subsurface explorations and recommended pavement sections for private and public streets.



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E D U C A T I O N

Associates Degree
CADD Technology
ITT Tech Institute
1997

**R E G I S T R A T I O N S
C E R T I F I C A T I O N S**

CA Contractor State License | 928807

Focus Four Hazards in Construction

Construction Health & Safety Technician
(CHST) – Board of Certified Safety
Professionals (BCSP)

HAZWOPER Training Certification

First Aid & CPR Training Course

Confined Space – Entry Supervisor,
Entrant, Attendant

OSHA 10

Julio Velasco

Construction Inspector

Julio is a dedicated construction manager with nearly a 15-year record of success in all facets of government and public works projects. He has cultivated his track record of successful completions of multi-million dollar projects through coordinating trades, developing client relationships and building positive rapport with architects, engineers, subcontractors and vendors, all while maintaining the client's budget.

Julio is well-versed in Standard Specifications for Public Works Construction (Greenbook), Work Area Traffic Control Handbook (WATCH), and material purchasing, as well as document preparation and tracking. He is able to read and interpret plans and has knowledge of soil and related testing methods and equipment.

P R O J E C T S P E C I F I C E X P E R I E N C E

Inspector

2016 – Present

Interwest Consulting Group

Julio performs public works construction inspection for client cities, including the City of Pomona. He prepares reports for all the everyday inspection carried out in the City, and coordinates with contractors and the other members of the staff in the construction process. Julio maintains the continuity of the construction process by providing on-site infrastructure wet utilities inspections including grading, paving, sidewalk and curb and gutter operations.

City of Newport Beach, CA

2016 – Present

Interwest Consulting Group

Julio provides various construction inspection services to the City of Newport Beach. His duties include:

- Monitor traffic control problems at construction site and coordinate corrections if necessary
- Prepares and records necessary daily reports for encroachment permits
- Review plans and specifications of assigned project; attend and conduct pre-construction conferences as necessary
- Inspect materials for identification as conforming to specifications
- Perform a variety of field tests
- Observe work during progress and upon completion; prepare field memos to contractors
- Coordinate work with other City departments and utilities
- Perform related duties as assigned

Project Manager

2013 – 2016

Metro Builders & Engineers Group, Ltd

Julio's duties included development and updates of project schedules, management of construction field operations, contract administration, change orders, negotiation activities, and claims mitigations. He was also responsible for interfacing with clients, architects, contractors, consultants, utility companies and public agencies and for the preparation of Submittals, RFI's, Change Orders, subcontracts, daily project reports, and weekly safety meetings. He managed and oversaw entire projects including project communication and project documentation, meetings with project owner and A/E, procurement of vendors and subcontractors, development of pay requests, closeout documents and coordination with field superintendent and field foreman as necessary.



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Project Engineer | Project Coordinator

2002 – 2012

Metro Builders & Engineers Group, Ltd

Julio was responsible for the preparation of Submittals, RFI's, Change Orders, subcontracts, daily project reports, and weekly safety meetings. He managed and oversaw entire projects from start to finish.

Field Safety Officer

2002 – 2016

Metro Builders & Engineers Group, Ltd

In this position, Julio oversaw all health and safety aspects of company operations for the welfare of all employees and subcontractors. This included scheduling necessary employee safety and injury prevention trainings; ensuring the proper use of all necessary Personal Protective Equipment (PPE); and safely operating all heavy equipment, light equipment and tools (power, pneumatic, and powder actuated). This position also involved performing incident investigation. The report was created immediately after an incident when improper safety procedures were reported or an incident or accident occurred. This also required the maintenance of all project and employee incident records and assisting project superintendents with all aspects of company safety programs and project specific IPPs. Each project included but was not limited to: Weekly Safety Tool Box Meetings, Daily Inspections, Job Hazard Analysis and all components of planning, communication and coordination. Programs Used: MS Office 2012 (Excel, Word, Access, Project, Outlook, OneNote and Power Point), AutoCAD 2007 & 2012 LT & Adobe Professional.

Engineering Draftsman

2000 – 2001

Lambco Engineering

As an Engineering Draftsman, Julio's responsibilities involved the production and coordination of traffic control plans and the re-routing of underground telecommunication utility lines. This work was designed using AutoCAD standards and menus for Level 3 and GST Telecom, now Time Warner Telecom. Engineering included: traffic control plans in accordance to County, City, and Caltrans requirements. Also included the AutoCAD development of construction plans; site plan, general notes, details of manholes, bore holes, barrel vaults, and bridges 3-D, and As-built plans. These drawings noted stationing of street and location of all existing underground utilities such as; water lines, gas lines, sewer lines, telephone lines, cable lines, storm drains and proposed trench. Programs used: AutoCAD R14 and 2K, Microsoft Office 98 & 2K, Microsoft maps & trips 2K, Digital Thomas bros. Guide, and ArcView.

Draftsman

1997 – 2000

David H. Lee & Associates, Inc.

Julio's duties included the coordination and maintenance of the Drafting Department; geological identification of Client job sites; field measurements of existing floor plans; floor level surveys (contour mapping); boring log profiles; Floor level survey performed (with a manometer); and AutoCAD drafting of site plan, Geotechnical map, floor plan, floor level survey, contour map, water usage graph, and boring logs. Programs Used: AutoCAD LT; 97, 98, & 2K, Microsoft Office 98, Surfer, Adobe Photoshop, & Digital Thomas Bros. Guide.



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E D U C A T I O N

Bachelor of Science
Civil Engineering
California State University of Long Beach
California

**R E G I S T R A T I O N S
C E R T I F I C A T I O N S**

International Code Council | 8343027
ICC Certified Special Soil Inspector

Nuclear Certified
ACI Certified
SWPPP and NPDES Certified

Ciros Ganji, ICC

Construction Inspector

Ciros has more than 20 years of experience in construction, construction inspection, geotechnical testing and design on a number of projects for local cities, government agencies, and private developers. He successfully completed many Capital Improvements Projects, numerous mainline underground utility projects and commercial tract developments.

He is an expert in flood control, sewers, drainage, AC and PCC paving, traffic control, roadway excavation, soils testing, concrete inspection and major public works projects. He has been responsible for inspecting and reviewing proper traffic control plan; detecting and locating faulty materials; maintaining daily inspection reports; and preparing final punch lists. He has great communication skills responding to citizen complaints and providing quality customer service. In addition, he has prepared and maintained project documents including labor and equipment records and labor compliance reports. Ciros is familiar with construction project scheduling. He has worked very well with all members of private and public agencies and was highly respected for his efforts.

P R O J E C T S P E C I F I C E X P E R I E N C E

The following are projects for which Ciros acted as consultant project inspector.

Hetzler Road Pedestrian Trail Improvements Project | City of Culver City

Ciros provided Inspection for construction of 13,000 SF CMU retaining walls and 15000 SF of color PCC sidewalk on Hetzler road. His responsibilities included; inspecting line grade, size, elevations and locations of improvements for 5000 LF of PCC wall drain, performing daily construction inspection and recording detailed daily and picture reports, Verify /authorize progress payments with contractors and Culver City project manager, monitoring SWPPP and the BMPs implementations and comply with the NPDES permit and to ensure contractor compliance with contract plans and specifications. Additionally, he assisted with pay quantity estimates, contract change orders, as-built drawings, and attending weekly meeting & tracking construction schedules.

AT&T ODAS antenna (Outside Distribution Antenna System) | City of Beverly Hills

Ciros performed inspection for installations and construction inspection of 75 cell phone antenna towers on City of Beverly Hills. Conducted an ongoing inspection of work-in-process to ensure that the final product met drawings and specifications. Maintain a daily field reports and as-built plan, construction photographs documenting progress on problem areas and include appropriate photographs in monthly progress reports. Observes work in progress to ensure that procedures followed and materials used conform to specifications. Observes work in progress to ensure that procedures followed and materials used conform to specifications. Inspect storm pipes, sidewalks, wheelchair ramps, sewer and street lights according to plan.

Fire Station 71 | City of Fontana

Responsible for conducting detail inspections of construction work to ensure contract compliance with plans and specification. Inspecting of installation new sewer and water main and storm drain installations. Writing weekly inspection reports to ensuring complying with erosion control and storm water management plans. Completed and maintained records pertaining to construction progress including daily reports, monthly pay estimates and job expenditures. Check and inspecting irrigation and landscaping for Miller park east of project. Project Cost: \$19 million (design-build).



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Jurupa Hills Project | City of Fontana

Responsible for performing daily construction inspection to ensure contractor compliance with contract plans and specifications and recording detailed daily inspection. Assisted with pay quantity estimates, contract change orders, as-built drawings, and tracking schedules. Inspecting line grade, size, elevations and locations of improvements. Preparation and negotiations of the right of way acquisitions with the affected property owners. Design sidewalks and driveway approaches retaining walls on Citrus, Solver and Santa Ana Avenue. Project Cost: \$2.8 million.

Foothill to Cypress / Randall to Merrill / Oleander to Arrow Fiber Optic Installations Street Improvement and Traffic Signal Project | City of Fontana

Responsible for performing daily construction inspection for trenching and installation fiber optic cable for traffic signal installations. Inspecting detours to satisfaction of the City Traffic Engineer. Inspecting construction progress payments and setting pre-construction meeting. Inspect street construction, asphalt, curb and gutters, sidewalks, driveways, curb ramps, storm water installation on Randall and Merrill Avenue. Inspecting proper bedding and backfill of utility trenches, construction of roadway courses and scheduling all requires construction testing. Project Cost: \$4.3 million.

Roman Avenue Street Improvement | City of Palm Springs, City of Desert Hot Springs, County of Riverside

Perform and supervise the inspection of construction work by contractors, prepare daily reports and verify and authorize progress payments with contractors and other public agencies. Inspect construction which included retaining wall, curb and gutter, removal and replacement of concrete sidewalks, public works construction of cross gutters, concrete curb ramps, driveways, installation of waterlines and sewer lines, placement of Portland Cement, slurry and chip sealing. Inspect and generating punch list and supervise preparation of "as-built" records. Project Cost: \$7 million.

Coachella Valley and Mission Spring Water District | City of Indio, City of Thousand Palm, County of Riverside

Responsible for inspecting pipe line installation, line and grade verification, documents and picture recording, detailed daily inspections. Responsible for monitoring SWPPP and the BMPs implementations and comply with the NPDES permit requirements. Also, responsible for performing daily construction inspection to ensure contractor compliance with the contract plans and specifications and recording detailed daily inspection reports.

The Cove Project | City of Palm Spring, Caltrans - District 8

Responsible for inspections of all construction activities to ensure contractor compliance with contract plans and specifications and recording detailed daily inspections. Oversee Inspect monitor field work, work schedules and inspection phases. Participated in numerous safety programs and strictly enforced safety and health requirements on the site.



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E D U C A T I O N

Associates of Science
Civil Engineering Technology
Northwest Wisconsin Technical Institute
1982

**R E G I S T R A T I O N S
C E R T I F I C A T I O N S**

CESSWI
Certified Erosion, Sediment & Storm Water
Inspector | 2305

QSP, Qualified SWPPP Practitioner | 22064

CALTRANS
Post Earthquake Inspections & Safety
Evaluation

CALTRANS
Sampling & Testing Construction Materials

NICET, Level II Certification

AWS, Certified Associate Welding Inspector

Nuclear Density Gauge Operator
Troxler Electronic Laboratories

**P R O F E S S I O N A L
A F F I L I A T I O N S**

ACIA, American Construction Inspector
Association

AWS, American Welding Society

National Institute for Certification
in Engineering Technologies

SSPC, The Society for Protective Coatings

Tom Marnocha, CESSWI, QSP

Construction Inspector | Dedicated to the City of Seal Beach

Tom brings more than 35 years experience in the areas of construction management, inspection, planning, schedule analysis, project management, billings and payments, contract administration and compliance, field engineering, quality assurance, and materials testing for a variety of public works, residential and transportation projects.

He possesses a vast array of certifications, including his certifications in QSP (Qualified SWPPP Practitioner) and CESSWI (Certified Erosion, Sediment, and Storm Water Inspector). These two certifications allow Tom to serve as an inspector, monitoring Storm Water Prevention Plans ensuring they are adhering to all California rules and regulations.

Tom's diverse background allows him to bring a deep understanding and expertise to cities and government agencies on large, complex, high-value construction projects. Projects range from small city projects to multi-million dollar projects including parks, fire stations, street improvements, and community buildings. Tom is an expert in using the Contract Manager Document Control System which facilitates his ability to collaboratively work with all parties ensuring projects are well managed and brought to a successful completion.

P R O J E C T S P E C I F I C E X P E R I E N C E

Construction Manager | Construction Inspector

2011 – Present

Interwest Consulting Group | CA

Provides a variety of services to clients in the Southern California region, including construction management, public works construction management and observation, inspection, and SWPPP inspections. He currently provides public works construction management and inspection services on a variety of projects throughout the City of Yorba Linda:

- **Bastanchury Road Improvement Project** – Provided CM services for the road widening and resurface, filterra installation, new sidewalk, curb and gutter and streetlights. Traffic signal improvements.
- **Culver City, Pedestrian Improvement Project** – Provided CM services for multiple locations for new handicap ramps and street corner configurations. Pedestrian crossing signal pole improvements.
- **Culver City, Washington Place Resurface** – Street widening and resurface with sidewalk, handicap ramp and curb & gutter installation. Signal improvements for pedestrian crossings.
- **Town Center Yorba Linda** – Provide oversight and CM services for the Town Center development which is a multiple phase multi year improvement project development.
- **Richfield Widening Project** - Approximately 500 lineal feet (LF) of new curb and gutter, sidewalk and retaining wall. Coordinated utility relocations, survey and materials testing.
- **Hidden Hills Storm Drain Lining Project** - 1500 LF of storm drain lining which includes the flushing, video documentation and lining installation.
- **Bastanchury Road** - Project involved the installation of two intersections of new traffic signal poles and head, traffic loops, interconnect communication conduit, construction of new horse trail with fencing, sidewalk and handicap ramp construction.
- **Richfield/ Buena Vista Street Light Improvement Project** - Project included relocating Edison power lines, installation of new traffic signal poles, signal heads and safety lighting, traffic loops and advanced loops and restriping.
- **Yorba Linda Medical Office Building** - Approximately 10,000 sq. ft. of medical office space. Interwest performed grading, roadwork and sidewalk improvement inspections.
- **Corta Bella, Heritage, Vista Vel Verdes, Amalfi and Encanto** - New residential housing developments totaling more than 500 homes. Interwest performed the grading and SWPP inspections for all three projects.
- **Traffic Signal** – Provided construction management and inspection for new construction of



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traffic signal at Richfield/Buena Vista ensuring compliance to the plans and specifications.

- **Yorba Linda Water District Phase 1 Water Main** – Replacement of 5,000 LF of 18” water main. Provided oversight for the city which included compliance to the required traffic control and completion of the final striping to the city standards.
- **Traffic Signals** – \$500,000 new construction project consisting of traffic signals at two intersections.

ADDITIONAL EXPERIENCE

Performed construction management and inspection services on a contract basis.

- **Pier Avenue Streetscape** - \$4 million project, which had several funding sources including a \$1.2 million federal ARRA Grant from the State Water Boards. The primary goals for this project, for the **City of Hermosa**, was to improve the aesthetics of the street and improving pedestrian accessibility, parking, landscape and hardscape. Pier Avenue is the City's “main street” in the downtown area connecting Pacific Coast Highway to the City's Municipal Pier and Pier Plaza. Pier Avenue is one of the few MTA Bus Routes in the City and will include new bus shelters and other transit related improvements.
- **Civic Center Median (City of Garden Grove)** - This project involved replacing the existing landscaping and irrigation on a busy road. Project also involved installing a perimeter decorative mow strip and a city monument with lighting.
- **Garden Grove Euclid Intersection Improvement Project** - This project included widening the right turn lane on north bound Euclid to east bound Garden Grove, including adding protective barriers at the corner. The project also included adding decorative sidewalk crosswalks and a garden wall at the NE corner of the intersection.
- **Freedom Park** - \$10 million, 23-acre park project in the **City of Palm Desert** that received the California Park and Recreation Society's (CPRS) Award of Excellence. Served as Construction Manager for the project, which included underground utility construction; clearing and grubbing; irrigation and landscape installation; rough and finish grading for baseball fields, volleyball courts, tennis courts, skate park, play equipment, and soccer field with an underground drainage system; concrete site improvements; curb and gutter; asphalt parking lot; a Snack Bar and Men's/Women's Restroom facility per City of Palm Desert specifications and plans. Coordination with Coachella Valley Water District on the placement of a future well site was a major component of the project.
- **Palm Desert Redevelopment Agency** - Served as the owner's representative on this \$4 million, 8,200 sf Visitor Information Center project. Responsible for quality control and construction safety oversight. Conducted daily meetings and conferences; and received, managed, and distributed submittals. Managed all contract administration and compliance. Staff also provided pre-construction (including a biddability/constructability review) and construction management services.
- **Rancho Mirage Santa Rosa Villa Housing Project** - Provided pre-construction services, and construction management and administration-related services for the City's low-income housing project. Was on site daily serving as owner's representative. Ensured construction safety oversight, quality control, progress payments, contract administration/compliance, and document control.
- **Rancho Mirage Public Library** - A new \$15 million public library, a one-story civic library building of approximately 43,000 square feet on a 9-acre site located along Highway 111 between San Jacinto Drive and Paxton Drive. The building interior floor plan consists of offices, classrooms, a commercial kitchen, a conference room, a dining room, lounges and reading rooms. The site development incorporates two transition roads and parking lots, civil grading/soil export work, architectural surface feature improvements, and irrigation and landscaping.
- **Hathaway Park Improvements** - As Construction Manager, provided construction management services for the installation of new playground equipment at Hathaway Park for the **City of Lomita**.
- **Capital Improvement Projects** - Construction Manager and Inspector for capital improvement projects in the **City of Lomita** ranging from street repair to the construction of new municipal facilities. Coordinated and scheduled appropriate design services, reviewed completed plans and specifications, prepared or supervised the preparation of



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- bid packages, reviewed bids and provided general engineering supervision during construction. Tracked all project correspondence using Expedition.
- **"H" Street Bridge** - Provided construction management services for this unique lead abatement/bridge painting project for the **City of Sacramento**, which was the first fully contained, lead paint removal project on a steel bridge in California as regulated by the promulgation of the EPA's Title 10. Full containment and redundant systems were required to contain lead paint waste. In addition to knowing the requirements of the lead abatement regulations, he supervised two other inspectors who assisted in the quality assurance program. Routine ambient conditions were taken periodically throughout the day including air temperature, steel surface temperatures, relative humidity and dew point temperature. After abrasive blasting, the inspection team visually inspected the steel surface for cleanliness and anchor profile. After each coat of paint dried, the inspection team randomly tested the dry film mil thickness to assure conformance to the specifications. Other aspects of the project included the repainting of the bridge and maintaining the traffic flow of 45,000 vehicles per day as the work proceeded. (SF 330: 1995/1995)



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E D U C A T I O N

B.S. Civil Engineering,
California State University, Long Beach

**P R O F E S S I O N A L
A F F I L I A T I O N S**

APWA Southern California Chapter,
Member
City Engineers of Orange County, Board
Member 2014-2016
OCTA Technical Advisory Committee,
Chair 2018

Manuel Gomez

Construction Manager

Manuel is an experienced public works professional with more than 25 years of experience serving municipal public works departments in Orange County. Before joining Interwest, he was the Director of Public Works for the City of Irvine for 13 years and held several management positions with the City of Santa Ana over the course of another 13 years. These positions have given Manuel not only valuable insight into the successful management of municipal public works departments and staff, but also intimate understanding of Orange County communities, standards, regulations, and sensitive issues. Manuel is known for his collaborative and inclusive management style, bringing the best out in the staff that he supervises. He is proficient in state and local laws and practices, active in industry associations, and fluent in Spanish.

P R O J E C T S P E C I F I C E X P E R I E N C E

Senior Project Manager

2018 – Present

Interwest Consulting Group, Inc.

Manuel provides project management for municipal public works projects and oversees assigned projects to ensure compliance with time and budget parameters. He responds to client and public inquiries regarding engineering policies and procedures and helps municipal management teams to evaluate issues and options regarding the best approach to and practices for public works projects and programs, as well as key organizational issues.

Public Works Director

2005 – 2018

City of Irvine

As Public Works Director for over a decade, Manuel provided leadership and policy direction for the development, construction and maintenance operations of various public works infrastructure projects and programs. He directed the City's largest operating department with more than 150 full-time staff positions. He also was responsible for an annual operating budget of \$65 million and a capital improvement program of more than \$450 million.

Transportation Manager

1992 – 2005

City of Santa Ana

Manuel provided oversight and management of the development services and transportation functions of the City's Public Works Agency. He also served as the Manager of Maintenance Services and as Assistant to the City Manager during his tenure with the City of Santa Ana.



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EDUCATION

BS, Civil Engineering,
Cal State University Long Beach, 1976

**REGISTRATIONS
CERTIFICATIONS**

Licensed Civil Engineer, CA | 36897

HONORS

Lifetime Achievement in Civil
Engineering, ASCE Orange County
Branch, 2014

Outstanding Engineer Merit Award,
Orange County Engineering Council

AFFILIATIONS

Airport Consultants Council (ACC),
Past Member

American Association of Airport
Executives (AAAE), Past Member

American Public Works Association
(APWA), Past Member

American Society of Civil Engineers
(ASCE), Past Member

Institute of Transportation Engineers
(ITE), Past Member

Gary L. Miller, PE

Project Engineer

Gary has more than four decades of municipal engineering experience within both the private and public sector. This background has given him strong, hands-on engineering and management skills working on local, regional, and Caltrans projects. His past responsibilities have included engineering and management, and the preparation of plans, specifications, and estimates for major arterial roadways, interchange ramps, and freeway improvements. Gary has extensive experience assisting cities and local agencies in the use of federal, state, and local reimbursement funds and the process of federally funded projects through the Local Assistance Branch of Caltrans' Districts 7 and 12. Gary's career of quality projects was acknowledged when he was awarded the 2014 Lifetime Achievement in Civil Engineering award from the Orange County Branch of the American Society of Civil Engineers and the 2014 Outstanding Engineer Merit Award from the Orange County Engineering Council.

PROJECT SPECIFIC EXPERIENCE

Vice President – Principal | Project Engineer | Project Manager

1983 - 2015

RBF Consulting/Michael Baker Co.

In this position, Gary was responsible for project oversight from inception to completion, managing the design, construction management and inspection phases. He acted as the principal-in-charge and main contact for the cities he served, addressing concerns as they arose and ensuring productive and consistent collaboration with clients. Below is just a sampling of some of his noteworthy projects.

- **Sand Canyon Avenue Grade Separation at Metrolink/BNSF Railroad** | City of Irvine | Project Manager | 2012 – 2015 | Provided design services; responsible for roadway layout; structure, pump station, railroad shoofly, and drainage design; railroad permitting and coordination, and survey and ROW engineering.
- **Metro Gold Line Intermodal Parking Facilities and Enhancements** | Cities of Arcadia, Duarte, Irwindale, and Azusa | Project Manager | 2013 – 2015 | This project included six transit station sites.
- **Washington Boulevard Restoration Project** | City of Commerce | Project Manager | 2013 – 2015 | Managed the design services for widening and reconstruction from two through lanes to three in each direction. The roadway is to remain open, requiring extensive traffic handling and coordination with the public and utilities.
- **Barranca Parkway, Red Hill Avenue, Dyer Road Improvements** | City of Irvine | Project Manager | 2013 | The site improvements to these heavily-trafficked intersections required coordination with three cities and many other municipalities including railway authorities.
- **Long Beach Municipal Airport (LGB) Parking Structure (Design/Build)** | Project Manager | 2007 – 2009 | Acted as the civil design manager for the PS&E for the construction of a 4,000 car parking structure and realigned access roadway.
- **Long Beach Boulevard Medians** | City of Long Beach | Project Manager | 2006
- **Baldwin Park Transit Center Parking Structure** | Project Manager | 2013 | New 506 stall parking structure and related transit facilities to service City Hall.
- **El Camino Real and Avenida Pico Intersection Improvements** | City of San Clemente | Project Manager | 2012 | Managed design, construction management, and inspection services for this intersection improvement project consisting of 1,350ft. of roadway widening, pavement restoration, traffic signal improvements, and a small bridge structure crossing over existing protected wetlands.



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- **Lawndale Various Streets and Alleys Design Improvements** | City of Lawndale | Principal-in-Charge | 2012 | Design services include: roadway and drainage improvements and the development of an alternative pavement method to address wet subgrade and modifications to design and bid package to accommodate budgetary changes.
- **John Wayne Perimeter Road Improvements, John Wayne Airport (SNA)** | John Wayne Airport | Principal-In-Charge | 2010 – 2015 | Provided oversight of design services for Phase I & II on the reconstruction of 4,000 linear feet of roadway.
- **190th Street Rehabilitation** | City of Torrance | Principal-in-Charge | 2009
- **Carnegie Library Streetscape Improvements / Carnegie Library Landscape Improvements** | Anaheim Redevelopment Agency | Project Manager | 2006
- **Rockfield Boulevard Streetscape Master Plan** | City of Lake Forest | Principal-In-Charge | 2007 – 2009 | Provided a street-scape master plan and final construction PS&E. The development of the plan required extensive community workshop in order to identify city goals and design criteria including decorative paving and a cohesive landscape character. Gary oversaw a team of urban designers, landscape architects, civil and traffic engineers, and construction management and inspection services for the streetscape improvements.
- **Apple Valley Road Realignment and Widening** | Town of Apple Valley | Principal-in-Charge | 2005 | Roadway design for the widening of 2.7 miles of Apple Valley Road from Yucca Loma Road to Bear Valley Road.
- **North Long Beach Street Enhancement Program** | City of Long Beach | Principal-In-Charge | 2005 | Provided program management and oversight and engineering coordination for improvements within the public rights-of-way in the North Long Beach Redevelopment Project Area.
- **Oceanside Boulevard at Rancho del Oro Drive** | Stirling Enterprises, LLC | Project Manager | 2006 | Managed construction management, preliminary and final design, PS&E, analysis review, design surveys, topographic mapping and utility investigations.

ADDITIONAL WORK EXPERIENCE

Project Engineer

1981 – 1983

Gilbert Engineering

Project Designer | Project Engineer

1979 - 1981

City of Newport Beach

Project Designer

1978 - 1981

City of Downey



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EDUCATION

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

REGISTRATIONS CERTIFICATIONS

CA Registered Professional Civil
Engineer | 26558

Jack Istik, PE

CA Registered Professional Civil Engineer

Jack has over 40 years of experience in engineering design, contract administration, supervision of professional, inspection and administrative staff and client relations for preparation of street, storm drain, grading, street resurfacing, sewer, roadway landscape and park plans. Additional experience includes contract administration, supervision of inspection services, preparation of specifications and bid documents, engineer's estimates and contract management of municipal projects. Expertise also includes coordination with the Department of Defense, United States Postal Service, Caltrans, SoCal Counties, the Regional Water Quality Control Board and staff reports and presentations to City Councils, Planning and Traffic Commissions.

PROJECT SPECIFIC EXPERIENCE

Senior Plan Check Engineer

2016 – Present

Interwest Consulting Group | CA

Jack provided civil and site development plan check reviews for various Southern California Clients. Including the County of Riverside as well as the Cities of La Quinta, Eastvale, and Pomona. Plan Check work has included Grading, Streets, Storm Drains, Sewer, Water, as well as WQMP review.

Civil Engineer Consultant

2009 – 2016

Independent Contractor | CA

With extensive experience in the civil engineering field, Jake focused on learning key strategies that enable him to continuously improve and provide excellent consulting engineering services and support.

Project Manager for TCM Group, Inc.,

2008 – 2009

City of Moreno Valley & County of Riverside | CA

Jack managed project schedules, budgets and in-house contracts with Caltrans District 8. Projects were three intersection modification projects in Riverside County.

Project Manager for Boyle Engineering

2005 – 2008

City of Moreno Valley & County of Riverside | CA

Jack managed project schedules and budgets for both the City of Moreno Valley and the County of Riverside.

- **Project Manager** for the City of Moreno Valley for their current and ongoing on-call Civil Engineering programs. The type of projects designed under this contract include streets, final maps, grading, storm drains, sewers, hydrology and hydraulic calculations, and street light plans.
- **Project Manager** for the City of Moreno Valley for their current and ongoing plan check program. The types of projects reviewed under this contract included rough and precise grading plans, street, signing and striping final maps and storm drain plans, hydrology and hydraulic calculations, water and sewer plans, and street light plans. In addition, he coordinated the structural review of the Nason Street Bridge plans and calculations to the current Caltrans LRFD Criteria.
- **Project Manager** for Riverside County for their current and ongoing plan check program for the Transportation Department. Reviews included Street Plans for the Northstar Resort, a top priority project in Riverside County assigned to Boyle Engineering. The project involved meetings and communication with the Transportation Direct to insure timely completion. This work involved review and approval of over 250 projects.



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Principal, JGI Engineering Consulting

2001 – 2005 Southern California

Jack provided civil engineering services to various projects including forensic engineering, park improvement and roadway proposals.

Project Manager, GVW Engineering

1997 – 2001 Walnut | CA

While serving as a project manager, Jack, processed 15 design/building United States Post Office Projects, and prepared street resurfacing plans and specifications. His role also included marketing the firm, providing business development presentations and client relations, provide tentative map and plan processing for private residential and commercial developments.

Vice President – Director of Engineering, RKA Civil Engineers, Inc.

1981 – 1997 Walnut | CA

Jack was the first employee of this startup engineering firm. He held various positions with Cities while working for RKA:

- **Deputy City Engineer, City of Diamond Bar, CA**
- **Deputy City Engineer, City of Walnut, CA**
- **Deputy Agency Engineer for the Walnut Redevelopment Agency**

Jack performed a broad range of services for the Cities of Diamond Bar and Walnut in addition to a wide variety of other public and private clients. Project Included:

- Supervised and performed plan review / inspection for improvement and grading plans for over 6,000 homes during which time the population increased from 8,000 to 32,000 including seven significant commercial and industrial developments and dozens of other commercial and industrial properties.
- Supervised design and inspection personnel for the widening of Temple Avenue.
- Provided depositions on three occasions.
- Plans and specifications for widening of Temple Avenue fronting Mt. San Antonio College, supervise design and inspection staff, contract administration, process change orders, and frequent coordination with Mt. SAC Administration.
- Equestrian trail master plan for a projected 26-mile trail system: processing for approval by the Parks & Recreation and Planning commission and the City Council.
- Prepared Staff reports and presentation to Planning Commissions and City Councils for implementation of the capital improvement program.
- Supervised redevelopment funded slurry seal, street widening, and resurfacing projects.
- Initiated the first Capital Improvement Program for the City of Diamond Bar.
- Prepared a request for proposal for the transportation element of the general plan.
- Designed several gabion and dewatering projects.
- Grading and Drainage Plan for a chemical mixing facility.
- Prepared environmental assessments and recommended conditions of approval for subdivisions as well as presentations to the City of Walnut Planning Commission and City Council.
- Administration of State Grant, Prop. A and Community Development Block Grant projects.



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Assistant Director of Engineering, RGB Engineering, Inc.

1979 – 1981 Costa Mesa | CA

Jack provided various engineering consulting services to both the private and public sector. Project included:

- Improvement plans reviews for 400 home subdivision
- Bridge designs of three bridges including Warner Avenue Bridge over Bolsa Chica (Huntington Beach) and Lake Road Bridge (Irvine)
- Supervised design and contract administration of a significant project in San Dimas: Arrow Highway and Bonita Avenue widening through downtown San Dimas
- Designed private land development projects in San Juan Capistrano and Irvine
- Supervised engineering staff in the absence

Program Engineer, The Irvine Company

1977 – 1979 Irvine | CA

Jack provided analysis and recommendations on proposed developments on the 77,000 acre Irvine Ranch, as well as analysis of a Flood Insurance Rate Map in Irvine.

Sr. Civil Engineering Assistant, LA County Flood Control District

1973 – 1977 Los Angeles | CA

Jack developed Flood Insurance Rate Maps for Monrovia and Pomona, as well as, designed various storm drains, dams, and debris basins.



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EDUCATION

B.S. Civil Engineering,
California State University Long Beach,
1979

Command & General Staff College,
Ft. Leavenworth, KS, U.S. Army - 1989

**REGISTRATIONS
CERTIFICATIONS**

Registered Civil Engineer, CA | 37221

Registered Civil Engineer, NV | 11105

Registered Civil Engineer, AZ | 28642

**PROFESSIONAL
AFFILIATIONS**

Member, American Public Works
Association (APWA)

Member, American Society of Civil
Engineers (ASCE)

Member, National Society of
Professional Engineers

Member, Society of American Military
Engineers

Ludwig Smeets, PE

CA Registered Professional Engineer | Project Engineer

Ludwig has over 40 years of experience in the civil engineering profession, including 15 years in the public sector, and over 25 years with private consulting firms serving public entities and private land developers.

PROJECT SPECIFIC EXPERIENCE

Senior Project Manager

2017-Present

Interwest Consulting Group

Ludwig provided Design and Construction Management for various transportation and parks Capital Improvement projects with the City of Costa Mesa as a consulting engineer. He was the construction manager and resident engineer responsible for 5 construction projects with budgets ranging from \$1M to \$5M. Each of these were delivered within budget and on time. His design experience was also instrumental in overseeing the design of 3 transportation projects, which were produced to meet a challenging schedule leading to timely bidding and start of construction.

President | Senior Project Manager

2003 – 2016

GHD | Winzler & Kelly | Norris-Repke

At Norris-Repke, Ludwig's primary duty was to oversee all departmental functions of the corporation. He managed capital improvement projects, private development and re-development projects, and supported the operations and marketing needs of the firm.

In 2009, Mr. Smeets and his 3 partners sold the firm to Winzler & Kelly, and three years later the firm was sold again to GHD. Throughout these shifts in ownership, Ludwig continued to manage numerous public works improvement projects including arterial highway projects for the Cities of Villa Park, Westminster, Irvine, Inglewood, Lynwood, Stanton, Rancho Cucamonga, Tustin, Costa Mesa, County of Los Angeles, San Gabriel, Moreno Valley, and the City of Placentia, Buena Park, Anaheim, Downey, Pico Rivera, as well as the Port of Long Beach, Port of San Diego, City of Chula Vista, Lake Elsinore, and the City of San Diego. These projects included coordination and/or the management of other sub-consultants, funding applications (including OCTA and Caltrans), environmental documentation, right-of-way acquisitions, and construction administration and inspection.

Additional public works experience includes extensive plan checking of plans completed by other sub-consultants or other in-house design teams, managing pavement rehabilitation projects, preparation of hydrology studies, Water Quality Management Plans, NPDES compliance studies and several project studies and reports for various agencies.

Engineering Manager

1994 – 2003

Vpoint Associates, NV

After 20 years in Southern California, Ludwig moved to Las Vegas, Nevada and joined Vpoint. During his 9 years in the Nevada area, he was involved in one of the largest development increases in the country, including the project management of three large master planned communities – 1,100 acre McDonald Ranch, the 660 acre Sunset Greens, the 2,000-acre Lake Las Vegas, plus casino/hotel development, sewer system expansions, the Las Vegas transportation beltway design and construction management of various projects, and numerous other developments in Northern Nevada. His clientele included many private developers plus the Cities of Las Vegas, Henderson, Pahrump, Mesquite, Clark County, and the City of Reno. The private development work included all approvals and meeting all requirements leading to full entitlements for the properties in question.



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Public Services Director | Senior Civil Engineer

1991 – 1994

City of Whittier

After the Whittier Earthquake, Ludwig joined the City of Whittier and undertook responsibility for the Earthquake Damage-Related Improvement Projects, which included the repair of all damaged infrastructure within the city limits. In this position, he was responsible for the immediate repair and reconstruction of the city's damaged water system, and the additional task for the City's Landfill Expansion Program. During his three years serving the City, Ludwig completed all earthquake damage-related improvement projects and expanded the Whittier Landfill by nearly 100 acres.

Director of Engineering | Vice President

1985 – 1991

Tait & Associates

During his five years with the firm, Ludwig managed both survey and engineering teams and completed projects ranging from residential and commercial development to oil company related work. He also obtained the company's first municipal agency projects.

Ludwig also began his experience working on private developments, multiple residential and commercial subdivisions, entitlements, tract and parcel maps, from development review application through full private and conforming public improvements as required and in conformance with the Subdivision Map Act and all development requirements. Included within the work to approval was obtaining environmental approvals with CEQA and NEPA, and the Coastal Commission, if applicable.

Designer | Project Engineer | Associate Engineer

1972 – 1984

City of Fullerton

While attending night school at Cal State Long Beach and working for Fullerton during the day, Ludwig became proficient in roadway and arterial highway design, as well as sewer and storm drain design for numerous projects. As an Associate Engineer, Ludwig provided full project involvement in obtaining the preliminary engineering through final project acceptance of two grade separation projects – the Lemon Street Underpass and the Gilbert Underpass, both grade separations under the UP and SF Railway lines through the City of Fullerton. Ludwig worked closely with 5 consultant teams, the City's surveyor, design team, inspection team, the right-of-way agents, and the railroads.

Military Service

1970 – 2004

U.S. Marine Corps | U.S. Army Reserve

In addition to 2 years as an active duty draftee in the Marine Corps during Vietnam, Ludwig has worked for over 32 years as a military reservist, engineering and artillery officer. While he commanded combat arms troops and units, he planned and executed numerous operational exercises by completing several active duty tours and deploying for up to 13 months to various U.S. and NATO operations around the world, including Republic of Korea (1984, 1985, 1989, 1991, 1994), Panama (1995), Norway (1998), Bosnia/Herzegovina (1995), Germany (1982 and 1984), Kuwait (1991), Ukraine and Russia (2001 & 2004). As a retired Lieutenant Colonel in the U.S. Army Reserve, Ludwig feels very confident in his management of personnel and the resources associated therewith. The experience has been most beneficial and has carried into his private career as well.



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EDUCATION

Bachelor of Science
Civil Engineering
California State Polytechnic University
Pomona, CA

**REGISTRATIONS
CERTIFICATIONS**

CA Registered Civil Engineer | C48650
CA Registered Traffic Engineer | TR1755

**PROFESSIONAL
AFFILIATIONS**

Member – Institute of
Transportation Engineers
Member – American Public Works
Association
Member - American Society of
Civil Engineers
Member – City and County Engineers
Association

**SPEAKING
ENGAGEMENTS**

American Public Works Association
November 2007 (Los Angeles, CA)
City and County Engineers Association
March 2008, (Los Angeles, CA)
American Society of Civil Engineers April
2008 (Arlington, VA)
American Planning Association April 2008
(Los Angeles, CA)
League of California Cities Public Works
Officers Institute March 2010
(Monterey, CA)
American Institute of Architects August
2011 (Pasadena, CA)
American Public Works Association Public
Works Institute October 2014
(Downey, CA)
American Public Works Association Public
Works Institute May 2015 (Downey, CA)

Steven L. Wright, PE, TE

Senior Engineer | Program Manager

Steven is a registered Civil and Traffic Engineer with more than 30 years of experience providing a variety of public works services to municipalities in Southern California. His background demonstrates his exposure to and familiarity with a diverse range of public works disciplines including land development, capital projects, traffic and special projects such as waste water and storm drain systems, undergrounding of utilities, public facilities, park, and median island improvements.

PROJECT SPECIFIC EXPERIENCE

Senior Engineer

2017-Present

Interwest Consulting Group

Steve currently serves clients throughout Southern California in various contract and interim roles. Most recently, he has acted as a Project Manager and Senior Advisor in the City of South Pasadena, and a Project and Construction Manager in the Cities of Rancho Palos Verdes, Gardena, Maywood, and Lomita.

City Engineer | Assistant City Engineer | Interim Transportation Administrator

1994-2017

City of Pasadena | CA

Steve directed and organized the work of a large and multi-disciplined team comprised of the Engineering, Construction, and Public Works Design Divisions. He oversaw, coordinated and supervised the work of engineers, inspectors and survey staff. Steve managed and supervised programs and activities relating to transit services, parking management and enforcement, transportation planning, and traffic engineering. He was responsible for neighborhood traffic planning and analysis; design of signing and striping improvements; review of traffic impact reports for new developments; conditional use permits; and specific and general plan efforts. He prepared and administered consultant contracts and a variety of reports for city council, commissions and the community. He helped prepare capital and operation budgets, monitor revenue and expenses and maintain fiscally responsible project budgets. Steve was also responsible for the recruitment, selection, training and development of department staff.

Traffic Engineer

1993-1994

City of Chino Hills | CA

Steve's responsibilities included managing public works capital improvement and private development projects; the inspection of road repairs and preventative maintenance programs; issuing encroachment permits and working the permit counter; performing traffic signal design, signal timing and operation; designing traffic signing, striping and channelization; reviewing traffic studies; performing transportation planning, street lighting design, coordination of freeway construction and plan checking. Steve also coordinated and supervised the work of engineer assistants, inspectors, maintenance supervisors, laborers and clerical support. He prepared the capital and operating budgets for the roads, construction, and traffic sections. He also prepared grant applications for state and federal funding on transportation-related improvements and programs.

Associate Civil Engineer | Assistant Civil Engineer

1988-1993

City of Pasadena | CA

Steve designed and prepared plans, specifications, and engineer's estimates for the installation of traffic signal systems and channelization.

Engineer Assistant

1986-1988

City of Los Angeles | CA

Junior Civil Engineer

1986

California State Dept. of Transportation



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EDUCATION

Operating Engineers Survey Curriculum
Riverside Community College

**REGISTRATIONS
CERTIFICATIONS**

Professional Land Surveyor
State of California
No. 4619

Professional Land Surveyor
State of Arizona
No. 37016

Professional Land Surveyor
State of Nevada
No. 12204

**PROFESSIONAL
AFFILIATIONS**

California Land Surveyors Association
Nevada Association of Land Surveyors

Gary Neal, PLS

Professional Land Surveyor | Map Checker

Gary brings 40 years of land surveying experience in the engineering field in both the public and private sectors. He has supervised, managed and directed the field and office survey department operations while providing field survey and map plan-checking services for a variety of clients.

His extensive background and knowledge combined with his strong leadership, organization style, and effective communication skills results in thorough and complete map reviews. He works seamlessly within all environments developing solid partnerships with staff, developers, and the public to achieve the goals of the clients.

PROJECT SPECIFIC EXPERIENCE

Land Surveyor | Map Checker

2012 – Present

Interwest Consulting Group

Review tentative tract and parcel maps, site plans, and other submittals for developments and make recommendations as to engineering matters for public agency clients.

Land Surveyor | Map Checker

2008 – 2012

Norris-Rupke | Winzler & Kelly | GHD Consulting

Performed QA-QC plan checking services for public agency clients; reviewed legal descriptions, subdivision and parcel maps, record of survey maps for recording purposes, also provided field surveys and map plan-checking services.

Mapping & Survey Manager

2002 – 2008

RBF Consulting

Responsible for supervising the overall operations of the mapping department to ensure the firm's private developer client mapping needs were met and the required final maps recorded for the purpose of creating legal lots for sale.

Survey Manager

1998 – 2002

VPOINT Consulting

Warren directed the field survey operations for a private consulting firm. Projects included; single-family subdivisions, shopping centers, commercial and industrial centers. Field work included; boundary surveys, design surveys, aerial and topography surveys, construction surveying, ACSM/ALTA Land Title Surveys.

Mapping Manager

1994 – 1998

SEA Consulting

Responsible for supervising the overall operations of the mapping department to ensure the firm's private developer client mappings needs were met.

Survey Manager

1983 – 1994

LA Wainscott & Associates

Performed and managed survey tasks from preliminary design, construction, and staking through final subdivision mapping. Projects included single-family subdivisions, commercial projects, industrial projects and shopping centers.

Survey Party Chief

1978 – 1983

Akers & Musser Land Surveying

Performed the boundary surveys of the properties, and then set the property corner monuments at the parcel lot corners after the Parcel Maps were recorded.

Professional Land Surveyor

1972 – 1978

Riverside County Survey Department

Initially a survey chainman, then instrument operator, then party chief and went on to become a Professional Land Surveyor, becoming proficient in the United States Public Lands Rectangular Sectionalized System and in the plan checking process of final survey maps for recording purposes.



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EDUCATION

Masters of Science
Civil Engineering
Brigham Young University
1982

Bachelors of Science
Civil Engineering
Brigham Young University
1978

MBA, Rushmore University,
North Dakota, 2001-2003

**REGISTRATIONS
CERTIFICATIONS**

CA Registered Professional Civil Engineer
C 39425

CA Registered Professional Land Surveyor
L 6881

**PROFESSIONAL
AFFILIATIONS**

City and County Engineers Association
Institute of Traffic Engineers
American Public Works Association
American Society of Civil Engineers
Floodplain Management Association

Craig Bradshaw, PE, PLS

CA Registered Professional Civil Engineer
CA Registered Professional Land Surveyor

Craig has over 35 years of experience in the municipal engineering and land development industry. He's worked on a variety of high profile projects and has in-depth experience in capital improvement programs, program management, development, and implementation. Craig is one of the few professional engineers that also has a professional land surveying license. This combination is important in resolving issues surround property rights, understanding legal descriptions and the various options to developing land. Craig was responsible for all aspects of development review and conditioning of projects over much of his municipal career. Craig has worked on major road widening projects and been responsible for acquiring over 120 parcels and temporary construction easements through his career working closely with legal council. Craig has also worked in the past with a number of small and large developers, including Centex, Tolkin Group, Olsen Company, Lewis Group, KB Homes, Goodman, First Industrial and others. Craig values community, forming close relationships with clients and encouraging communication between all parties. In addition to years of being active in professional industry groups, he has also been active in community service groups, having served several terms on the Transportation Commission, Utility Commission and Solid Waste Advisory Board for the City of Rialto.

PROJECT SPECIFIC EXPERIENCE

Engineering Consultant

2015 – Present

Interwest Consulting Group, Inc. | CA

As an engineering consultant, Craig is responsible for development land use application reviews, engineering plan checks, WQMP approvals, hydrology and hydraulic analysis approvals, and legal descriptions and subdivision map reviews. Craig also prepares requests for proposals, prepares budgets, responsible for capital improvement program budgets and implementation. Craig also supervises and mentors engineering and public works staff and assists in resolving design questions and field concerns.

President

2013 – 2014

CASTL, Inc. | CA

Craig provided Professional Civil Engineering and Land Surveying services to residential development clients.

City Engineer / City Traffic Engineer

1994 – 2013

City of Claremont | CA

As city engineer, Craig was responsible for city's Traffic and Transportation Commission; right of way acquisition; capital improvement program; public right of way maintenance; Engineering Division; and subdivision of land. He prepared the city's five-year capital improvement program and budget and was responsible for capital projects; review of environmental documents; traffic impact studies; land acquisition; technical review and approval of all legal descriptions and subdivision maps. His duties also included flood prevention. He was member of Gold Line technical committee and value engineering team and the six basin groundwater adjudication team.

Claremont Colleges is a group of 7 private colleges in the City of Claremont. Craig worked with many of the colleges updating their master plans and working through the development review and plan approval process for over 50 major projects. He worked closely with the Claremont Colleges on the acquisition of 1220 acres of city open space in exchange for a fully entitled residential project known as Stone Canyon. In addition, to obtaining the open space a series of 5 detention basins were required to prevent flooding of north Claremont. Craig worked closely with the developer (Centex Homes) to build the detention basins and develop the site. FEMA later remapped the flood zoning at the city's



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request. One of the many high profile projects involved the Village expansion infrastructure project that greatly enlarged the Claremont Village downtown area.

Associate Civil Engineer

1988 – 1994

City of Claremont | CA

His duties included the preparation of engineering plans and specifications for various capital improvement projects, making him familiar with the permitting process for the Air Quality Management District (AQMD), the Water Quality Board, the Los Angeles County Sanitation District, and the State Department of Transportation (Caltrans). Craig implemented the National Pollutant Discharge Elimination System (NPDES) program and was responsible for pavement management program development, implementation, and budget recommendations. He also performed fee analysis, prepared staff reports, and made City Council presentations.

Civil Engineer

1982 – 1988

Bechtel Power Corporation | CA

Craig was responsible for site selection analysis, structure analysis and construction of major structures.



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EDUCATION

Masters of Science
Civil Engineering
California State University, Sacramento
CA

Bachelors of Science
Civil Engineering
Polytechnic Tehran

REGISTRATIONS CERTIFICATIONS

CA Registered Civil Engineer| 47567

Qualified SWPPP Developer/Practitioner
(QSD/QSP)

PROFESSIONAL AFFILIATIONS

American Society of Civil Engineers
(ASCE)

American Public Works Association
(APWA)

Society of American Value Engineers
(SAVE)

Society of American Military Engineers
(SAME)

Railroad Association of Southern
California (RASC)

Kamran Saber, PE, QSD/QSP

Senior Engineer | Program Manager

Kamran has over 30 years of experience in the design and management of major multi-disciplinary public works projects. His experience includes transportation design, structural design, utility engineering, hydraulic, hydrology, cost estimating, contract specifications, constructability analysis, peer reviews, environmental process and reviews, report writing, RFP preparation, construction management and support services. Kamran has a broad background in CIP management, planning, design and construction on a wide variety of projects including land development, street improvement and rehabilitation, sewer and storm drain studies and design, grading and drainage. He also has extensive training and hands-on experience in project/resource management and Total Quality Management, and is a Certified Facilitator. Additionally, Kamran has extensive expertise in federally and state funded projects through his work managing over 100 federally funded projects throughout his career. Kamran's professional history includes City Engineer experience at the Cities of Covina, Placentia, Villa Park, San Gabriel, and the Town of Yucca Valley. Below is just a selection of the many projects Kamran has worked on.

PROJECT SPECIFIC EXPERIENCE

Senior Project Manager

2016 – Present

Interwest Consulting Group

Kamran has served numerous clients in Riverside, LA, and Orange County, providing project management, plan review, and internal support in the Cities of Wildomar, Eastvale, Costa Mesa, Fountain Valley, Encinitas, and Maywood, just to name a few.

SAMPLE PROJECT EXPERIENCE

Central Avenue Corridor Improvement, City of Compton, Compton, CA, 2015 – Project Manager and Pavement Engineer for the reconstruction of Central Avenue from 131st Street to Compton Boulevard to address roadway rehabilitation needs in an expedited manner. The project consisted of two segments: Segment 1 from 131st Street to Rosecrans Avenue and Segment 2 from Rosecrans Avenue to Compton Boulevard. An innovative low impact development (LID) approach was selected for the pavement rehabilitation consisting of 2-inch ARHM over 4-inch in-situ recycled asphalt (Cold Central Plant Recycled, CCPR) on top of 8-inch in-situ cement treated base, also known as Full Depth Reclamation (FDR). Ninety percent of the proposed structural section was recycled from the existing road materials with no material hauled out from the project.

San Gabriel Boulevard Rehabilitation, Mission Drive to Las Tunas Drive, City of San Gabriel, San Gabriel, CA, 2010 – Project Manager and Construction Manager for the 1.5-mile rehabilitation of San Gabriel Boulevard in the heart of the City of San Gabriel. The project included rehabilitation of pavement using the cost saving method of Full Depth Reclamation (FDR) with the construction cost of approximately \$1.9M. Project included pavement rehabilitation and reconstruction, reconstruction of centerline to increase cross fall and to improve cross drainage, curb, gutter and sidewalk repair, addition of gutter plate where missing, addition of cross gutters where missing or nonfunctioning, addition and/or upgrading of curb ramp and reconstruction of damaged driveway aprons. The project design included water quality green feature such as permeable concrete gutters.

Maple Avenue Roadway Rehabilitation Project, City of El Segundo, El Segundo, CA, 2012 – Project Manager responsible for the preparation of plans, specifications, and estimate (PS&E) and management of the design staff, survey crews and sub consultants, Landscape Architect, and Geotechnical. Mr. Saber performed QA/QC, prepared project specifications and cost estimates, and coordinated the project with various City departments (Water, Planning, Maintenance, landscaping, and sewer). The main objectives of the project were rehabilitation of existing pavement, extensive drainage improvements, installation of landscaped median, sidewalks, and installation of flashing red lights at mid-block crossings, public outreach and ADA ramps. The design and construction were completed within schedule and budget.



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E D U C A T I O N

Management Practice for
Engineering & Technical
Professionals, University of
California, Irvine, 1993

Environmental Compliance, Cal
State Fullerton, 2002

Supervisory Program, City of
Irvine, 2002

Mike Loving

Project Manager

Mike is a public works professional with nearly 50 years of experience serving municipalities and public agencies including the Cities of Irvine and Huntington Beach, the Los Angeles Harbor Department, and the Los Angeles Department of Water and Power. During this time, Mike has seen to the successful design and execution of many projects as part of a team and in a management role. Most recently, Mike had served 10 years as the Water Quality Administrator for the City of Irvine.

P R O J E C T S P E C I F I C E X P E R I E N C E

Project Manager

2017 – Present

Interwest Consulting Group

Mike has assisted several Riverside County cities in updating their Water Quality Management Programs. He represented the cities at Regional Board Meetings, provides training to their inspectors, and prepares them for potential Regional Board audits.

Mike also manages capital projects from design through construction.

Project Manager | Associate Engineer | Senior Engineer | Water Quality Administrator

1985 – 2012

City of Irvine

During his nearly 30 years with the City of Irvine, Mike held several titles, starting out at a project manager and working his way to Water Quality Administrator.

As a Project Manager, Mike was in charge of the administration of capital improvement projects including streets, bridges, landscaping, traffic signals, storm drains, buildings, and parks. He also provided plan review of street improvement projects and street structural sections for public and private projects. He was the City's project manager for the design/build of the Eastern Transportation Corridor SR 241 and SR 261.

As Water Quality Administrator, Mike acted as the City's representative in meetings with the Orange County NPDES co-permittees, the Santa Ana Regional Water Quality Control Board, the State Water Resources Control Board and in the Newport Bay Management Committee. He also served as an alternate representative in Newport Bay Executive Committee meetings. Mike was responsible for the preparation of the City's annual Report of Waste Discharge to the Santa Ana Regional Water Quality Control Board, as well as the City's annual Local Implementation Plan (LIP). He provided outreach presentations to various groups including the ASCE, BIA, property managers, Rotary, etc. He was also responsible for training and coordination with all City departments to ensure compliance with all stormwater pollution prevention requirements. Trainings included but were not limited to: Water Board audits, General Construction Permit compliance, fixed facilities maintenance, project management and engineering, and code enforcement for existing facilities. Mike also consulted with City Attorney and outside public and private attorneys as necessary on water quality issues pertaining to NPDES Permit issues.

Engineering Assistant

1976 – 1985

City of Huntington Beach

Mike worked for the City's Public Works Department, providing design and construction of storm drains, sanitary sewers, and flood control channels.

Engineering Assistant

1970 – 1978

Los Angeles Harbor Department

In the Department's Lease and Right of Way Section, Mike was responsible for calculating and mapping lease boundaries on all properties leased by the Port, including recalculating shifting property boundaries due to subsidence. During his time here, Mike also worked in the Advance Engineering Planning Section preparing for the Port's expansion providing services including dredging, landfill, and various other infrastructure improvements.



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Engineering Technician

1965 – 1970

Los Angeles Department of Water & Power

In his five years in this position, Mike worked in the Water Operations Division, the Water Engineering Design Division, and the Aqueduct Division. His duties included maintaining records of the L.A. water system; preparing plans for the L.A. domestic water system; and working in the Department's Owens Valley office in Independence, CA as part of the head of the Aqueduct Division's immediate staff.



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EXPERTISE

Delivery and management of enterprise
GIS solutions
ArcGIS Server
ArcGIS Desktop
ArcGIS Online

EXPERIENCE

With Interwest: 14 Years
Other Firms: 14 Years

EDUCATION

Bachelor of Arts
Geography
California State University
Sacramento, California: 1990
IT Project Management courses
Various ESRI Software courses
completed

**CONTACT
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916.273.4682
mdumford@interwestgrp.com

Mark Dumford

GIS Manager

Mark has 28 years of experience in GIS. His experience spans all levels of governments. He is skilled in providing GIS services in GIS implementation, strategic planning, system integration, data creation, map creation, emergency management, and training. Mark specializes in broader GIS strategic planning and project management within local government agencies. Mark has developed and implemented user-friendly systems for agencies and the citizens they serve.

PROJECT SPECIFIC EXPERIENCE

Implementation of WebGIS Solutions

2012-Current Clients: City of Burlingame, City of San Ramon, City of Covina
Mark assisted with the development and implementation of WebGIS solutions to meet a variety of requirements. For San Ramon and Burlingame, the WebGIS development focused on providing ArcGIS Online WebMaps and WebApps to serve city staff across all departments. For Covina, the WebGIS solution was focused on the field collection of residential rental property characteristics. This solution used ArcGIS Online and ArcGIS Collector on iPads.

Implementation / Update of GIS Enterprise Solutions

2015-Current Clients: City of Davis
2008-2010 City of Rancho Cordova
2004-2007 City of Elk Grove

Mark has developed tailored 2-year GIS strategic plans outlining the process to build new state-of-the-art GIS for these agencies. In order to complete the plans, Mark met with various city departments to gather, analyze, create, document and implement GIS requirements. Mark also implemented the initial GIS data layers and software to begin offering GIS to all agency staff. As a result of this, City staff are better equipped to make smarter and timelier decisions.

GIS Services Manager

2008-Current Clients: City of Rancho Cordova
2006-2007 County of Sacramento
1994-2004 City of Sacramento

In a GIS Manager role for the City of Rancho Cordova, Mark continues to provide GIS services in the form of custom maps and analysis, maintenance of data layers, integration of GIS with Hansen 8.4, field collection, and enhancement of GIS tools to staff and the general public.

In a GIS manager role for the County of Sacramento, Mark supervised over 10 County GIS professionals while focusing on broader county-wide GIS initiatives. Mark worked with staff to increase production quality of existing GIS web applications and established new GIS job classifications for existing and future county employees. In addition, Mark managed the GIS support of new Enterprise Systems such as permitting and asset management systems.

In a GIS manager role for the City of Sacramento, Mark coordinated and provided guidance to citywide GIS staff on data, software, work plans and training. As the project manager for large technical projects, Mark delivered External Web Applications and Regional GIS Data Integration systems. In addition, Mark coordinated with the Regional GIS Cooperative to ensure that city GIS business needs were met. Mark prepared and presented to internal/external agencies on various aspects of the city GIS Project.



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EXPERTISE

GIS Developer
GIS Project Management
GIS Database Administrator
Enterprise System GIS Integration
ArcSDE
ArcGIS Server
ArcGIS Desktop
ArcGIS Online
Lucity

EXPERIENCE

With Interwest: 4 years
Other Firms: 15 Years

EDUCATION

Bachelor of Science (BS)
Geography
Oregon State University
Corvallis, Oregon: 1996

**CONTACT
INFORMATION**

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tlighthizer@interwestgrp.com

Todd Lighthizer

Senior GIS Analyst

Todd has more than 19 years of GIS expertise. Todd joined Interwest Consulting Group after working for the City of Chandler, Arizona for 13 years in various roles as a GIS Developer/DBA and Senior Systems Analyst. This experience have given Todd a broad overview of the functionality of public services and enables Todd to create efficiencies within these services. Todd's key strengths include eight years of GIS development (desktop, web, server and mobile), geodatabase administration and project level management with the latest GIS technologies.

PROJECT SPECIFIC EXPERIENCE

MaintStar Integration

2017-Present Client: City of Thousand Oaks

Todd automates data migration from GIS to MaintStar.

Marijuana Cultivation Application Workflow

2017-Present Client: County of Yolo

Todd assists the County in defining the requirements for commercial marijuana growth permits and code enforcement.

GIS Platform Upgrades

2013-Present Clients: City of Merced, City of Rocklin, City of Elk Grove, Chambers Consulting Group, City of Bell

Todd has performed multiple platform upgrades revolving primarily around the migration or implementation of ArcGIS Server and ArcSDE. Todd has experience upgrading clients from 9x and 10x environments to the latest ArcGIS release.

SunGard ONESolution

2013-2016 Client: City of Elk Grove

Todd performed system integrations between ONESolution and GIS. Tasks included data mining of ONESolution data for GIS layer development, implementation of the City's GIS with ONESolution's asset management module and configuring data synchs with the ONESolution land information module.

GIS Administration

2013-2017 Clients: City of Elk Grove, City of Lodi, City of Wildomar, City of Eastvale

Todd has developed administration plans tailored to each client revolving around the utilization of an enterprise wide GIS. Additionally, Todd has helped clients implement best practices to support backend server and database needs, with a focus on developing automated tasks to further ease the workload of GIS administration.

AccelaGIS Integration

2014-2015 Client: City of Palo Alto

Todd integrated Palo Alto's GIS with their Accela permitting system. Palo Alto's GIS (Geodesy) was not compatible with Accela and needed to be transformed into an Esri based format. This integration also involved ArcGIS Online to provide the AccelaGIS mapping needs.

GIS Architecture Planning and Management

2016 Client: Shasta Regional Transportation Authority (SRTA)

Todd worked with SRTA to develop a long range maintenance and disaster recovery plan for their GIS platform. Included were administrative



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recommendations for the technology stack and procedures to follow in the event of a disaster.

ArcGIS Online Implementation

2012-Present Clients: City of Merced, City of Elk Grove, City of Lodi, City of Rocklin, City of Chandler

Todd has worked with ArcGIS Online on multiple levels of integration. Support includes application development, internal and hosted data distribution and administrative level training.

GIS Integration

2000-2013 Client: City of Chandler, AZ

Todd was the IT lead for integrating GIS with other citywide enterprise systems, Billing (Hansen), Permitting (Accela) and Asset Management (Lucity).

GIS Development

2000-2013 Client: City of Chandler, AZ

Todd has used ArcObjects to create desktop add-ins, and custom GIS tools. Todd has worked with Silverlight to create custom GIS web application and configure Geocortex. Todd has created many Python scripts to automate GIS tasks.



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EXPERTISE

3D Analysis | Terrain Modeling
CAD Integration with GIS
Cartography and Map Design
GIS Database Design
ArcGIS Server | ArcGIS Online
GPS Equipment | Software
Raster analysis and Modeling
StreetSaver Pavement Management

EXPERIENCE

With Interwest: 9 Years
Other Firms: 4 Years

EDUCATION

Bachelor of Arts Degree (BA)
Anthropology
University of Victoria
Victoria, BC, Canada: 1999

Associate of Science (AS)
Geographic Information Systems
American River College
Sacramento, CA: 2005

**REGISTRATIONS
CERTIFICATIONS**

Wetland Delineation Training Overview
Certificate
in Wetland Delineation | Biology

AFFILIATIONS

NorCal URISA Chapter Member

**CONTACT
INFORMATION**

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bfindlay@interwestgrp.com

Brad Findlay

GIS Analyst

Brad has 13 years of experience in GIS database creation, spatial analysis, as well as static and interactive map design as it relates to the fields of planning, environmental management, and public works. He enjoys the challenges of using GIS and cartography to combine different sources of spatial data, answer questions pertaining to the information, and communicate results in an effective manner. Additionally, Brad has 3 years of professional experience managing Trimble GPS equipment in addition to creating 3-D models to help answer questions or create realistic perspective views. Brad has a strong work ethic, is detail-oriented, and enjoys both project team work and working independently as a GIS project manager.

PROJECT SPECIFIC EXPERIENCE

CIP Projects Story Map

2012-Present Client: City of Rancho Cordova

Brad created a map board depicting various public works projects along with a photo, description, and funding source for the project for the State of the City. The board was great for the event, but Brad evolved the project into an interactive story map to allow citizens access online year round. He utilized model builder to join the table containing the project list and populate a GIS layer for the tour points which were then exported to a CSV file for easy uploading into ArcGIS Online. The story map is updated quarterly with new projects.

Pavement Management

2012-Present Clients: City of Rancho Cordova, City of Wildomar, City of Eastvale, City of Bell

Brad acquired data from local sources, prepped data and uploaded to Metropolitan Transportation Commission's StreetSaver software, matched pavement segments to street centerline segments, reconciled data inconsistencies and errors, created various maps showing pavement condition of all streets and a plan for upgrading the streets by fiscal year.

Real Estate Development Mapping Project

2013-2016 Client: John Burns Real Estate Consulting

Brad acquired/created base and client data to support nationwide mapping, developed data workflow processes and map templates with ArcGIS to replace old cartographic products. Created automated routines and documentation on process to update data and maps, allowing non-GIS staff to update maps on a monthly basis.

Traffic Counts Project

2013-2014 Client: City of Rancho Cordova

Brad created a GIS database to capture information on traffic volume counts conducted by City engineering staff. On an ongoing basis, new traffic volume counts are obtained and he trained engineering staff to update the GIS database, implemented a QA/QC strategy to verify data quality, and setup a method to push new data updates into the City's production server. Finally the mapped data was shared both via the City's internal GIS viewer and also using an embedded web map Brad created for the City's public webpage, so traffic volume information is easily accessible to all interested parties.



ADA Transition Plan

2011-Present Client: City of Rancho Cordova

Brad worked with engineering staff and Americans with Disability Act (ADA) specialists to create a curb ramp database to capture information previously collected on hard copy field inspection forms. He trained engineering staff to collect ramp locations using desktop GIS software and created a web / mobile application using ESRI's ArcGIS Online that allows engineering staff to enter ramp details directly into the GIS database using a web browser or tablet application in the field. The final phase of the project was to make the curb ramp layer available to all city staff in an web mapping application in order to help them determine where ramps need to be added or upgraded in order to stay in compliance with Federal Law.

Bicycle and Pedestrian Master Plan

2009-2015 Client: City of Rancho Cordova

Brad conducted existing conditions field inventory of bicycle trails and support facilities using GIS/GPS software, which included designing a GIS database of the bicycle trail inventory, creating maps for field work, planning and analysis purposes, and assisting with public outreach meetings. In this capacity, Brad worked with planners and engineers on all aspects of the project. Now much of the relevant information pertaining to the Master Plan is stored in one place and consistently used to retrieve information, create maps, or provide analysis for planning needs. With one data source, the information is more easily maintained and updated, which saves both time and money. When the Bicycle Master Plan was revised in 2015, having the GIS database as a starting point for map revisions and analysis greatly expedited the process.

Public Works Asset GIS Database Design & Collection

2010-2011 Client: County of Sutter

As the GIS technical lead, Brad's duties included meeting with County staff to review template geodatabase database design, make database adjustments, and developing collection and maintenance methodology. This project resulted in a forward-thinking GIS database design to support asset management, work orders, mapping and analysis.



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EXPERTISE

ArcGIS Desktop Suite
ArcGIS Online
ESRI Mobile Mapping Applications
GIS Systems Implementation and
Management
GPS Project Creation
Google Earth
ERDAS Imagine

EXPERIENCE

With Interwest: 3.5 years
Other Firms: 3 Years

EDUCATION

Bachelor of Arts Degree (BA)
Geography
Concentrations: Geographic Information
Systems and Analysis and Metropolitan
Area Planning
California State University
Sacramento, CA: 2012

CONTACT INFORMATION

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jschuckert@interwestgrp.com

Jared Schuckert

GIS Analyst

Jared has provided GIS support and analysis for both public and private agencies including data collection and implementation, editing and maintenance, display and creation of project deliverables such as maps and spreadsheets. Jared previously worked on GIS projects for the Department of Water Resources Urban/Non-Urban Levee Evaluation Program and California High Speed Rail.

PROJECT SPECIFIC EXPERIENCE

Data Collection and Online Mapping Implementation

2013-Present Clients: City of Bell, City of San Ramon, City of Elk Grove, City of Covina, City of Ceres, City of Lake Forest, Town of Atherton, City of Burlingame, City of Beaumont

Jared has created, setup, maintained, and trained users on several field collection implementation solutions during his time at Interwest. He has played crucial roles both in technical support and communications to ensure smooth and accurate data collection processes. He is experienced in maintaining and managing the respective clients' online mapping platforms, back-end databases, and online map production. Jared created a webmap that Burlingame staff used in Collector for ArcGIS to perform inspections by way of related tables and attached photos. He setup back-end calculations that run weekly to perform analysis based off values entered from the field work. Calculations include a number of formulas and categorization (rankings) of the data.

GIS Maintenance

2013-Present Clients: City of San Ramon, City of Bell, City of Wildomar, City of Eastvale, City of Elk Grove, City of Covina, City of Burlingame, John Burns Real Estate Consulting

Jared has performed scheduled and on-demand data updates and long-term maintenance routines.

Map/Data Creation, Updates and Analysis

2010-Present Clients: City of San Ramon, City of Bell, City of Wildomar, City of Eastvale, City of Elk Grove, City of Covina, City of Burlingame, City of Lake Forest, City of Ceres, Town of Atherton, Cosumnes Community Services District, City of Ukiah, City of Santa Ana, City of San Juan Capistrano, City of Lincoln, John Burns Real Estate Consulting, City of Beaumont, California Dept. of Water Resources, California High Speed Rail, Air Force Bases Groundwater Remediation Programs, Sacramento Area Council of Governments, California Capital Financial Development Corporation

Jared has provided extensive data editing and map production services, including high demand, complex datasets, with varying levels of data accuracy and completeness. Additionally, he has in-depth experience in map creation and production of high quality cartographic outputs that adhere to program standards or are to be included in reports, presentations, or standalone wall maps. Jared is well versed in ESRI's suite of tools and spatial analysis capabilities.

Land Use/Transportation

2013 Client: Sacramento Area Council of Governments (SACOG)



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Jared obtained and organized land use/transportation data to be integrated and mapped into forecasting program. He additionally provided GIS support to ensure accuracy and quality of data.

Joy Abigail Thornton

5746 Locust Avenue | Carmichael, California 95608 | 405.593.1010 | abby.thornton@outlook.com

Experienced geoscience professional with demonstrated background in petroleum geology, geographic information systems, and data management seeking a GIS role to apply my knowledge and diverse experience to the company's needs, while continuing to develop my technical skills.

Key Skills

- Database management and maintenance for multiple software platforms
- Proficiency in ArcGIS suite of software
- Creating maps for multidisciplinary teams
- Experience working with geologic, geophysical, biological, and land data
- Experience geo-steering wells and interpreting real time geologic data
- Ability to learn new software platforms quickly
- Experience providing technical support to software end users
- Strong organization and time management skills
- Ability to multi-task and adapt in a fast-paced environment

Professional Experience

Owner/Artist

Purple Cactus Custom Designs | 11/15 – Present – Houston, TX & Sacramento, CA

- Design and create all pieces of artwork
- Manage online storefront - including SEO, online sales, communication with customers, and shipping and receiving
- Manage all business marketing – including social media presence, graphic design local market appearances, and media interviews
- Connect and build relationships with local retailers

Geologist

ConocoPhillips | 01/14 – 11/15 - Houston, TX

- Finalized geologic prognoses and prepared wells for drilling
- Geo-steered wells on multiple rig lines
- Performed real-time basic well log and seismic interpretation and QC of mud log data while drilling
- Compiled and presented post – drill summaries of wells
- Prepared data post-drilling for state regulatory agencies and partners
- Provided geology interpretations and support for well completions planning
- Re-evaluated previous geo-steering jobs for completed wells
- Managed both Technician and Geologist positions for 6 months

Senior Geoscience Technician

ConocoPhillips | 04/12 – 06/14 – Midland & Houston, TX

- Maintained departmental databases – including ArcGIS, Petra, Openworks, Internal Software
- Spearheaded project to build and maintain an evergreen ArcMap project for 100+ person team
- Coordinated with end users of project to identify and address potential areas for improvement and technical issues
- Data mined available databases to acquire spatial data, digitized, and created data to build and maintain GIS database
- Performed required GIS data maintenance
- Incorporated GIS data into other software programs for use
- Created maps for geology, engineering, land, and management teams – both for internal and external use

Consulting Geologist

Cardon Geoscience | 06/11 – 03/12 – El Paso, TX

- Data mined for relevant spatial and well data
- Provided well log analysis and subsurface mapping
- Created prospect maps for petroleum, mining, and geothermal projects – ArcGIS, Geographix

Joy Abigail Thornton

5746 Locust Avenue | Carmichael, California 95608 | 405.593.1010 | abby.thornton@outlook.com

Research/Teaching Assistant

University of Texas at El Paso | 08/06 – 05/08; 08/10 – 05/11 – El Paso, TX

- Created instructional videos demonstrating geologic principles for online courses
- Instruction of introductory geology laboratory course

Associate Geophysicist

SandRidge Energy | 05/08 – 05/10 – Oklahoma City, OK

- 3D Seismic interpretation and created subsurface maps – SeisWorks, Powerview, Geographix, ArcGIS
- Provided geophysical support to geologists during drilling operations
- Provided geophysical support geologists and engineers during well planning

Software Experience

- **ESRI** – ArcGIS Pro, ArcGIS Desktop 9.x/10.x (ArcMap, ArcCatalog, ArcToolbox, ArcView, ArcSDE)
- **Microsoft** – Word, Excel, PowerPoint, Access, Project
- **Landmark** – Geographix, Decision Space Geoscience, Seisworks, Powerview
- **IHS** – Petra, Enerdeg
- **BHL** - Boresight

Education

California State University - Fullerton

GIS Certificate Program | 2018-19

University of Texas at El Paso

Graduate Coursework - Geophysics | 2006-08 – El Paso, TX

North Carolina State University

Bachelor of Science - Geology | 2001-05 – Raleigh, NC

References

Available Upon Request

SECTION I

Compensation | Payment Schedule

Below we have broken down not-to-exceed amounts for each task and a total cost

1. PUBLIC WORKS INSPECTION

The RFP asks us to assume 16 to 20 hours per week, 52 weeks per year. The below chart represents the maximum total annual cost for an inspector, assuming no overtime, night or holiday work.

Staff	Hourly Rate	Estimated Max Hours per Year	Estimated Annual Total
Senior Public Works Observer	\$125	1,040	\$ 130,000

2. CAPITAL IMPROVEMENT PROJECT INSPECTION

The RFP asks us to assume full time inspection work for a 60 working day assignment. The below chart represents an estimated total project cost, assuming no overtime, night or holiday work. We will create more detailed budgets tailored to specific projects as assigned.

Staff	Hourly Rate	Estimated Hours per Day	Total Hours for Project	Estimated Project Total
Senior Public Works Observer	\$125	8hr./day	480 hr.	\$60,000

3. CONSTRUCTION MANAGEMENT

The RFP asks us to assume part time construction management for a 60 working day assignment. The below chart represents an estimated total project cost, assuming no overtime, night or holiday work. We will create more detailed budgets tailored to specific projects as assigned.

Staff	Hourly Rate	Estimated Hours per Week	Total Hours for Project	Estimated Project Total
Construction Manager	\$145	6 hr./week	54 hr.	\$7,830

5. ENGINEERING PLAN CHECK

The RFP asks us to assume 10 plan checks consisting of 10 pages each per year. The estimate provided below assumes a typical capital improvement plan such as for a street project, road widening, or storm drain. The actual hours for plan check will vary based on the complexity of the project, quality of plans, and number of resubmittals.

As Land Development projects require the plan checker to review Conditions of Approval (COAs), communicate with the city staff for project restrictions, constraints, and project surrounding condition, we would assume an additional 2 hours per review for a total of 8 hours per sheet, rather than the 6 shown in the chart below for a typical CIP plan review.

Review of Reports (traffic impact studies and reports, Traffic Control Plans, soils reports, Hydrology and Hydraulic, etc.), Maps (Tentative maps, Parcel maps, Final maps, Plot Plans, deeds, etc.) and review of WQMP and SWPPP plans will need to be evaluated separately to estimate required time due to their relative complexity and the additional staff time needed for adequate communication and collaboration with City staff to achieve the best results.

Staff	Hourly Rate	Hours per Sheet			Total of Hours Per Sheet	Total of Hours for 10 page Plan	Costs
		PC 1	PC2	PC3			
Senior Engineer	\$140	3hr	1.5hr.	1.5hr	6hr	60hr	\$8,400
Total Annual Cost (assuming 10 plan checks per year)							\$84,000

6. STORMWATER PROGRAM SUPPORT

The RFP asks us to assume 80 hours per year of support. The below chart represents an estimated total annual cost for support. Actual hours may vary depending upon the level of support required.

Staff	Hourly Rate	Total Hours per year	Estimated Annual Total
Senior Engineer	\$140	80 hr.	\$11,200

7. GEOGRAPHIC INFORMATION SYSTEM

Based on the tasks identified in the RFP, we have estimated the staff involvement required and the approximate annual cost for services in the chart below.

Staff	Hourly Rate	Estimated Max Hours per Year	Estimated Annual Total
GIS Project Manager	\$135	40	\$5,400
Senior GIS Analyst	\$120	80	\$9,600
GIS Analyst	\$95	200	\$19,000
GIS Technician	\$70	200	\$14,000
TOTAL			\$48,000

TOTAL COST FOR PROPOSAL

Based on our assumptions and those provided by the City, the total proposal cost is **\$341,030**. This total is approximate and subject to change based on actual hours worked. We look forward to working with the City to identify optimal staffing levels and support needed to adequately address the City's needs while respecting your budgetary constraints and goals.

SCHEDULE OF HOURLY BILLING RATES

The rates displayed in the fee schedule below reflect Interwest's current fees. In addition, there is no charge for shipping, supply, or material costs.

Classification	Hourly Billing Rate
Engineering	
Principal-in- Charge	\$175
Project Manager	160
City Engineer	160
Traffic Engineer	160
Supervising Engineer	150
Senior Engineer	140
Engineering Associate III	125
Engineering Associate II	115
Engineering Associate I	105
Senior Engineering Technician.....	105
Engineering Technician III	95
Engineering Technician II	85
Engineering Technician I	75
Student Trainee.....	30
Grading Plans Examiner.....	120
Construction Management	
Construction Manager	145
Assistant Construction Manager	130
Senior Public Works Observer	125
Public Works Observer III	120
Public Works Observer II	115
Public Works Observer I	105
Overtime, Night, Weekend, and Holiday Work	140% of above listed hourly rates
Geographic Information Systems	
GIS Project Manager.....	135
Database Administrator.....	125
Senior GIS Analyst	120
GIS Analyst.....	95
GIS Technician.....	70
Information Technology	
IT Project Manager.....	135
Network Engineer.....	125
IT Senior Analyst – Project Manager.....	125
IT Analyst	100
IT Technician	70

Building Safety Services

Certified Building Official	150
Senior Structural Engineer	140
Licensed Plan Review Engineer	140
Senior Plan Review Architect	125
ICC Certified Plans Examiner	100
Senior Plans Examiner	105
CASp	100
Permit Technician	65
Building Inspector I - III	75 - 95
Code Enforcement Officer	80
Fire Protection Engineer	145
Fire Marshal	110
ICC Fire Plans Examiner	100
ICC Fire Inspector	100

Planning

Planning Manager	160
Principal Planner	135
Senior Planner	130
Associate Project Planner	115
Assistant Planner	95
Supervising Transportation Planner	130
Senior Transportation Planner	120
Associate Transportation Planner III	110
Associate Transportation Planner II	100
Associate Transportation Planner I	90

Real Estate Services

Principal Oversight	185
Real Estate Property Manager	160
Senior Real Property Agent	135
Real Property Agent	110
Real Estate Technician	95
Senior Administrative	75

Administrative

Management Analyst II	90
Management Analyst I	80
Senior Administrative	70
Administrative III	65
Administrative II	60
Administrative I	55

EXHIBIT "B"**CITY'S REQUEST FOR PROPOSALS ("RFP")/ SCOPE OF SERVICES****DATED: MAY 3, 2019**

FOR**ON-CALL CIVIL ENGINEERING, PROJECT MANAGEMENT,****AND SUPPORT SERVICES**

REQUEST FOR PROPOSALS (RFP)
ON-CALL CIVIL ENGINEERING, PROJECT MANAGEMENT, AND
SUPPORT SERVICES



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

RFP Dates

Request for Proposal Issued:	May 3, 2019
Written Question Deadline:	May 17, 2019
Questions Answered/Addenda Issued:	May 22, 2019
Submittal Deadline:	May 29, 2019, 5:00 p.m.
Interviews:	June 5, 2019
City Council Award:	June 25, 2019

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

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May 3, 2019

CITY OF LAGUNA HILLS

**SUBJECT: REQUEST FOR PROPOSALS FOR ON-CALL CIVIL ENGINEERING,
PROJECT MANAGEMENT, AND SUPPORT SERVICES**

Dear Proposers:

You are invited to respond to this Request for Proposal to provide on-call Civil Engineering, Project Management, and Support Services to the City of Laguna Hills. The following pages detail the Scope of Services to be provided and the submission requirements. The City intends to enter into non-exclusive multi-year Professional Services Agreements with multiple, qualified Civil Engineering firms on an on-call basis as deemed necessary to fulfill the City's needs.

To be considered responsive, proposers must submit a written proposal in accordance with the requirements, specifications, conditions and provisions described in the attached RFP.

**PROPOSALS ARE DUE BEFORE
5:00 P.M. on Wednesday, May 29, 2019**

If you have any questions regarding this RFP, please contact me at (949) 707-2650 or via email at krosenfield@lagunahillsca.gov. Thank you for your interest.

Sincerely,

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

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

SECTION I

INTRODUCTION AND INSTRUCTIONS TO PROPOSERS

A: Introduction and Overview

The City is soliciting proposals from qualified consultants to provide professional consultant services for a variety of on-call civil engineering and management services in support of the City's operations of the Public Services Department and the Capital Improvement Program. The City intends to enter into non-exclusive multi-year Agreements with multiple Civil Engineering firms as deemed necessary to fulfill the City's needs. Should an award be made, the selected Proposers will enter into professional services agreements with the City of Laguna Hills.

The City currently engages four civil engineering firms to provide as-needed civil engineering, project management, and support services on an on-call basis. The existing agreements with these firms are set to expire as of June 30, 2019, accordingly, this RFP has been issued.

The City is a General Law City incorporated on December 20, 1991, and has expanded to its current boundaries with two subsequent annexations. The City covers 6.6 square miles, has approximately 90 miles of streets and a population of approximately 31,000. The City follows a "contract model" to provide services to the community.

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

B: Proposed Schedule

Request for Proposal Issued:	May 3, 2019
Written Question Deadline:	May 17, 2019, 5:00 pm
Questions Answered/Addenda Issued:	May 22, 2019
Submittal Deadline:	May 29, 2019, 5:00 p.m.
Interviews:	June 5, 2019
City Council Award:	June 25, 2019

C: Instructions to Proposers and Procedures for Submittal

One printed original (marked original), five (5) printed copies (marked copy) and one (1) electronic copy on CD or Flash Drive (will not be returned) and one sealed envelope containing the Fee Proposal must be submitted in a sealed envelope or box bearing the name of the Proposer, marked ***RFP ON-CALL CIVIL ENGINEERING, PROJECT MANAGEMENT, AND SUPPORT SERVICES*** and submitted only to the following address:

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

Proposers are solely responsible for ensuring their submitted proposal is received by the City in accordance with the solicitation requirements, before the Submittal Deadline, and at the place specified. Postmarks will not be accepted in lieu of actual delivery. No oral, telegraphic, electronic mail, facsimile, or telephonic proposals or modifications will be considered unless specified. The City shall not be responsible for any delays in mail or by common carriers or by transmission errors or delays or mistaken delivery. Delivery of proposals shall be made at the office specified in this Request for Proposals. Deliveries made before the Submittal Deadline, but to the wrong City office, will be considered non-responsive unless re-delivery is made to the office specified before the Submittal Deadline. All proposals shall become the property of the City. **Late proposals will not be accepted and will be returned to the Proposer unopened.**

D: General Conditions

ADDITIONAL INFORMATION, RIGHT TO REQUEST. The City reserves the right, where it may serve the City's best interest, to request additional information or clarifications from proposers during its review and evaluation of proposals submitted for consideration.

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

ADDITIONAL SERVICES. The Scope of Work describes the minimum work to be accomplished. Upon final selection of the firm, the Scope of Work may be modified and refined during negotiations with the City.

AUTHORIZED SIGNATURES. Every proposal must be signed by the person or persons legally authorized to bind the Proposer to a contract for the execution of the work. Upon request of the City, any agent submitting a proposal on behalf of a Proposer shall provide a current power of attorney, articles of incorporation, or other instrument confirming the agent's authority to bind the Proposer. If an individual makes the proposal, his or her name, signature, and post office address must be shown. If a firm or partnership makes the proposal, the name and post office address of the firm or partnership and the signature of at least one of the general partners must be shown. If a corporation makes the proposal, the proposal shall show the name of the state under the laws of which the corporation is chartered, the name and post office address of the corporation and the title of the person signing on behalf of the corporation. Upon request of the City, the corporation shall provide a certified copy of the bylaws or resolution of the board of directors showing the authority of the officer signing the proposal to execute contracts on behalf of the corporation.

AWARD OF PROPOSAL. City reserves the right to negotiate final terms with the selected Proposer, if any. Award of contract, if any, will be made in accordance with Section 3-08.150 (Professional services contracts) of the Laguna Hills Municipal Code (LHMC) which reads in relevant part as follows:

"A. The informal and formal bidding procedures contained in this chapter shall not apply to contracts for professional services. Rather, to secure professional services, the city shall utilize a request for proposals procedure, the method and details of which shall be promulgated by the City Manager in the form of administrative regulations. The City Manager may award any contract for professional services when the total not to exceed contract amount of such services is fifty thousand dollars (\$50,000.00) or less. Any contract for professional services having a total contract amount of greater than fifty thousand dollars (\$50,000.00) shall be awarded by the City Council....

C. Notwithstanding any provision in this chapter to the contrary, selection 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 accordance with state law, the city shall consider price after the city is satisfied that the would-be person, company, corporation, contractor, consultant,

City of Laguna Hills
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or firm has demonstrated the competence and professional qualifications necessary for the satisfactory performance of the services required."

An Evaluation Committee will be established by the City. The City shall not be obligated to accept the lowest priced proposal but, if an award is made, the City will make an award in the best interests of the City after all factors are considered, including but not limited to the demonstrated competence, experience and professional qualifications of the Proposer. Discussions may, at the City's option, be conducted with the most qualified proposers. Discussions may be for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and written revision of proposals. In conducting discussions, the City will not disclose information derived from proposals submitted by competing proposers.

COMPLIANCE WITH LAWS. All proposals shall comply with current federal, state, and other laws relative thereto.

CANCELLATION OF SOLICITATION. The City may cancel this solicitation for proposals at any time.

CANCELLATION OF TASKS. If a professional services agreement is awarded for the work described in this RFP, the City will authorize work on a Task Order basis. Task Orders may be issued in any sequence. The City is not obligated to issue a Task Order for all tasks listed in the Scope of Work and expressly reserves the right to cancel tasks.

CONFLICT OF INTEREST. By signing the Certification of Proposal (**Attachment 3**) and submitting a proposal to the City in response to this Request for Proposals, the Proposer 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;

City of Laguna Hills
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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;

COSTS. The City is not liable for any costs incurred by proposers before entering into a formal contract. Costs of developing the proposals, or any other such expenses incurred by the Proposer in responding to this RFP, are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the City. No reimbursable cost may be incurred in anticipation of award.

DISQUALIFICATION OF PROPOSER. If there is reason to believe that collusion exists among the proposers, the City may refuse to consider proposals from participants in such collusion. No person, firm, or corporation under the same or different name, shall make, file, or be interested in more than one proposal for the same work unless alternate proposals are called for. Reasonable grounds for believing that any Proposer is interested in more than one proposal for the same work will cause the rejection of all proposals for the work in which a Proposer is interested. If there is reason to believe that collusion exists among Proposers, the City May refuse to consider proposals from participants in such collusion. Proposers shall submit as part of their proposal documents the completed Non-Collusion Affidavit provided as **Attachment 1**.

DOCUMENTS, EXAMINATION OF. It is the responsibility of the Proposer to carefully and thoroughly examine and be familiar with these RFP documents, general conditions, all forms, specifications, drawings, plans, and addenda (if any). Proposer shall satisfy himself as to the character, quantity, and quality of work to be performed and materials, labor, supervision, necessary to perform the work as specified by these documents. The failure or neglect of the Proposer to examine documents shall in no way relieve him from any obligations with respect to the solicitation and/or subsequent contract that may be awarded. The submission of a proposal shall constitute an acknowledgment upon which the City may rely that the Proposer has thoroughly examined and is familiar with the RFP documents. No claim will be allowed for additional compensation that is based upon a lack of knowledge of any solicitation document.

INTERPRETATION OF RFP DOCUMENTS. City reserves the right to make corrections or clarifications of the information provided in this RFP. If any person is in doubt as to the true meaning of any part of the specifications or other RFP documents, or finds discrepancies or omissions in the specifications, he or she may submit to the City a written request for an interpretation or correction.

Oral statement(s), interpretations or clarifications concerning meaning or intent of the contents of this RFP by any person are unauthorized and invalid. Modifications to the RFP, including, but not limited to, the scope of work, shall be made only by formal written addendum issued by the City. Accordingly, in order to ensure that all proposers have

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

access to the same information, the City will use the following procedure to respond to inquiries:

- All questions or requests for interpretations shall be made in writing and delivered to Kenneth Rosenfield, City of Laguna Hills, 24035 El Toro Road, Laguna Hills, CA 92653, or via email at krosenfield@lagunahillsca.gov by 5:00 p.m. on Friday, May 17, 2019.
- Staff will issue, as needed, addenda to the RFP, including a list of all written questions received and responses thereto, on the City's website and via email to the RFP distribution list and all proposers who have advised the City that they have a set of RFP documents, by May 22, 2019.

The requesting party is responsible for prompt delivery of any requests. All such addenda shall become a part of the RFP document. It is the responsibility of each Proposer to ensure the City has their correct business name and address on file. Any prospective Proposer who obtained a set of RFP documents is responsible for advising the City that they have a set of RFP documents and wish to receive subsequent Addenda.

IRREGULARITIES. Unauthorized conditions, limitations, or provisions attached to a proposal may cause its rejection. The completed proposal shall be without interlineations, alterations or erasures. Alternative proposals will not be considered unless specifically requested. No oral, telegraphic, or telephonic proposal, modification or withdrawal will be considered.

NON-DISCRIMINATION. Proposer shall represent and certify that it 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.

NON-EXCLUSIVE. Should the City make an award, the successful Proposer will enter into a non-exclusive professional services agreement and the City reserves the right to enter into agreements with other firms or consultants for the services listed in this RFP.

NO OBLIGATION. The release of this RFP does not obligate or compel the City to enter into a contract or agreement.

NO PUBLIC PROPOSAL OPENING/PUBLIC RECORDS ACT. Proposals shall be opened and their contents secured by City staff to prevent disclosure during the evaluative process and the process of negotiating with competing proposers. Adequate precautions shall be taken to treat each Proposer fairly and to ensure that information gleaned from competing proposals is not disclosed to other proposers. Prices and other information concerning the proposals shall not be disclosed until finalists are selected to present

City of Laguna Hills
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proposals to the City Council or a recommendation for award is made to the City Council, whichever comes first.

OFFERS OF MORE THAN ONE PRICE. Proposers are not allowed to submit more than one proposal.

OWNERSHIP. All data, documents and other products used or developed during the RFP process become the property of the City upon submission.

PROPRIETARY INFORMATION. All proposals and documents submitted in response to this RFP shall become the property of the City and a matter of public record pursuant to Government Code sections 6250 et seq. It is the responsibility of each Proposer to clearly identify any and all information contained within the proposal that it considers to be confidential and/or proprietary. To the extent that the City agrees with that designation, such information will be held in confidence whenever possible; all other information will be considered public. In the event that a demand for disclosure of information designated as "confidential and/or proprietary" by a Proposer is made, the City will notify the Proposer in writing of such demand and shall furnish a copy of the City's written response to the requestor. Proposer may then pursue, at its sole cost and expense, any and all appropriate legal action necessary to maintain the confidentiality of such information.

REJECTION OF PROPOSAL. The City reserves the right to reject any or all proposals or any part of a proposal. The City reserves the right to reject the proposal of any Proposer who previously failed to perform adequately for the City or any other governmental agency. The City expressly reserves the right to reject the proposal of any Proposer who is in default on the payment of taxes, licenses or other monies due the City.

REPRESENTATIONS. Proposer understands and acknowledges that the representations made in their submitted proposal are material and important, and will be relied on by the City in evaluation of the proposal. Proposer misrepresentation shall be treated as fraudulent concealment from the City of the facts relating to the proposal.

RFP PART OF AGREEMENT. Should an agreement be awarded, this Request for Proposals and Scope of Services and all conditions may become part of the Agreement between the City of Laguna Hills and the successful Proposer.

SEVERABILITY. If any provisions or portion of any provision of this Request for Proposals are held invalid, illegal or unenforceable, they shall be severed from the Request for Proposals and the remaining provisions shall be valid and enforceable.

VALIDITY. Proposal must be valid for a period of 180 days from the due date and may be extended by written authorization from the Proposer.

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WITHDRAWAL OF PROPOSAL. Proposers' authorized representative may withdraw proposals only by written request received by the City's project manager before the Proposal Submittal Deadline.

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SECTION II

PROPOSAL RESPONSE REQUIREMENTS

One printed original (marked original), five (5) printed copies (marked copy) and one (1) electronic copy on CD or Flash Drive (will not be returned) and one sealed envelope containing the Fee Proposal must be submitted in a sealed envelope or box bearing the name of the Proposer, marked **RFP ON-CALL CIVIL ENGINEERING, PROJECT MANAGEMENT, AND SUPPORT SERVICES** and submitted only to the following address:

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

If discrepancies are found between the copies, or between the original and copy or copies, the "ORIGINAL" will provide the basis for resolving such discrepancies. If one document is not clearly marked "ORIGINAL", the City reserves the right to use any of the proposals as the Original. If no document can be identified as an original bearing original signatures, Proposer's proposal may be rejected at the discretion of the City.

It is imperative that all Proposers responding to the RFP comply exactly and completely with the instructions set forth herein. Proposals must be concise, but with sufficient detail to allow accurate evaluation and comparative analysis. Proposals should be straightforward and provide "layman" explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. Limit the Proposal to 30 pages.

All proposals shall be submitted on standard 8.5" by 11" paper, three-hole punched and secured in binder clips. All pages should be numbered and identified sequentially by section. Response items must be indexed in the following order with individual tabs:

A. Cover Letter:

Proposal must be accompanied by a cover letter, signed by an individual authorized to bind the proposing entity. An unsigned proposal is grounds for rejection. The cover letter should include an introduction of the firm and summary statement of professional qualifications.

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

B. Company Data:

Please submit the following information for the Proposer:

1. Official name and address.
2. Name, address, and telephone number of the Proposer's primary point of contact.
3. Indicate what type of entity (corporation, company, joint venture etc). Please enclose a copy of the Joint Venture Agreement if entity is a joint venture.
4. Federal Employer I.D. Number.
5. The address, telephone numbers and authorized email addresses of each of your firm's locations.
6. A detailed statement indicating whether Proposer is totally or partially owned by another business organization or individual.
7. Number of years Proposer has been in business under the present business name.
8. Number of years of experience the Proposer has had in providing required, equivalent, or related services.
9. All comparable contracts entered into during the last five (5) years, completed or not. Please indicate:
 - Year started and completed
 - Proposer's Scope of Work
 - Client or Agency Name
 - Project Description
 - Project Manager
 - Developer of project
 - Cost of construction, if any
 - Size of project
10. Any failures or refusals to complete a contract and explanation.
11. Individuals/Firms who own an interest of 10% or greater in the proposing firm.
12. Financial interests in other lines of business.
13. Litigation/Adverse Judgement History. Provide a list of all litigation (including all complaints or responses to complaints) filed against the Proposer and any proposed Principal/Project Manager within the last 5 years only, related to performance of a professional services agreement or participation on a project. Provide the date that the complaint was filed, the name of the plaintiff(s), the nature of the litigation and list the causes of action set forth in the complaint, the amount of damages and relief asserted, the project name, describe the role of the Proposer and any proposed Principal/Project Manager in the project, provide the names of the parties involved, status of the case, and a summary of the dispute resolution and/or outcome (including current status for any unresolved litigation) (e.g., trial/judgement, arbitration/mediation, settlement, etc.).

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

14. Termination of Contract "For Cause" History. Describe the conditions or circumstances surrounding any professional services agreement or other services contract (or portion thereof) entered into by the Proposer and any proposed Principal/Project Manager within the last 5 years only that was terminated for cause or which required completion by another party. Describe the reasons for termination, the reasons specified by the client/owner for any such termination, whether the Proposer and proposed Principal/Project Manager disputed the client/owner's position and/or the stated justification for terminating for cause, as well as the dispute resolution and/or outcome of the dispute (including the current status for any unresolved notice of termination for cause).

C. Resumes and Qualifications of Personnel:

The Proposer shall furnish a personnel staffing plan with sufficient information for judging the quality and competence of the personnel dedicated to the project. In its assessment of the proposal, City will place considerable emphasis on the commitment by the Proposer to provide qualified personnel for the professional services being considered. The Proposer shall furnish resumes in outline form for the key personnel assigned and committed to this account (i.e. Principal and/or Project Manager). Proposer shall also include the number and type of additional support personnel who will be providing services.

Minimum Resume Contents:

Name, Position (Include length of time with this firm in the current position and any other positions held within the firm), Education (Show degrees earned and certifications, school and year of completion. Exclude company courses or information that is not relevant to the person's functional job duties), Summary of Experience (In chronological order, most recent date first, summarize experience as it relates to the proposed Scope of Work. Please include a listing of all projects with a brief description of each. Additional detail and information may be requested of finalists). Separately, please include a complete list of all previous and current clients. Professional Memberships/Registrations

D: Organizational Chart:

Proposer shall include an organizational chart that reflects titles of key staff and management contacts of each individual assigned to provide services under this Proposal. It is the City's requirement that key personnel identified in the Organizational Chart remain during the term of the agreement. The Proposer shall note concurrence on the restrictions to changes in key personnel. A transition plan shall be presented in this section in the event there are proposed changes in key personnel during the term of the

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agreement that are outside of the consulting firm's control or if the City requests such change.

E: References:

Proposer must provide three (3) references for whom Proposer has provided similar services of the nature and scope as set forth in the RFP within the last five (5) years. Include name of agency, name of contact person, telephone number of contact person, and description of services provided.

F: Project Understanding, Overview and Approach:

- Understanding: Proposer must clearly demonstrate in this section an understanding of the tasks outlined in Section IV of this Request for Proposals.
- Approach: Proposer must include in this section its detailed approach to providing those services described in Section IV of this RFP (including all optional tasks) that the Proposer proposes to provide.
- Proposer must identify the services proposed to be provided in response to the Scope of Services. Proposer must note any services not provided by the Proposer.
- Project Management: The City's Assistant City Manager/Public Services Director will serve as a dedicated project manager that will act as the single point of contact and as the contract officer for these services. Additional project oversight will be provided by the City Manager. Proposals should describe the Proposer's approach to project management which ensures coordination with the City's contract officer and a commitment to the project schedule.
- Proposer shall list any resources, City assistance or other items expected to be provided by City in connection with the delivery of these services.
- Proposer may additionally itemize those services which are further recommended or optionally provided but are not noted in the aforementioned paragraphs as requirements. Proposer will title this section as ADDITIONAL SERVICES.
- Project Controls: Describe the Proposer's ability to control costs and provide accurate and timely invoices through internal control measures; to monitor and stay within budget; to monitor schedule and review times and describe the techniques used to complete projects within the proposed time frames.
- Quality Control/Quality Assurance (QA/QC): Describe the firm's QA/QC processes that will be adhered to during the term of the agreement. Describe the method of ensuring accuracy and an overall high quality of work.

G: Schedule:

Proposer must include in this section a detailed overall project schedule for each task and subtask illustrating critical path items, deliverables, and City review times. The schedule should include specific timeframes for deliverables, staff review, and City Council presentations.

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H: Communication Plan:

Proposer must describe the method(s) of communication and how frequently the firm proposes to keep City staff informed of their progress on any given tasks.

I: Compensation/Payment Schedule:

Proposer is required to submit their cost proposal in the format as outlined in Section V. The Compensation shall be submitted in a separate sealed envelope containing the Fee Proposal.

J: Certificate of Insurance:

Proposer shall demonstrate the willingness and ability to submit proof of the required insurance coverage (Attachment 2) set forth in the *Sample Draft Professional Services Agreement* (Attachment 4) prior to execution of the contract.

K: Certification of Proposal:

Proposer is required to sign and submit the Certification of Proposal in Attachment 3.

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SECTION III

PROPOSAL EVALUATION AND SELECTION

An Evaluation Committee will be established by the City. The Committee may be comprised of City staff or other personnel as determined by the City Manager and will evaluate all proposals received in accordance with Section 3-08.150 of the LHMC. The City reserves the right to establish criteria and weight factors. The City shall not be obligated to accept the lowest priced proposal, but the City will make an award in the best interests of the City after all factors are considered, including, but not limited to, the demonstrated competence, experience and professional qualifications of the Proposer.

Selection of qualified proposers will be based on the following criteria as set forth herein. Criteria are listed in random sequence and are not considered in any rank or order of importance. The proposal will be evaluated by the Evaluation Committee on the basis of the response to all requirements of this RFP.

1. Experience of the firm, particularly of staff assigned to provide the requested services
2. Demonstrated understanding of the service needs outlined in this RFP
3. Successful delivery of similar services
4. Location of firm and availability of staff assigned to City
5. Quality of references
6. Proposed costs
7. Content, quality, completeness and form of submitted proposal
8. Interviews

Following evaluation of written proposals, the Committee may hold interviews with the most qualified respondents. The City intends to enter into non-exclusive multi-year Professional Services Agreements on an on-call basis with multiple, qualified Civil Engineering firms as deemed necessary to fulfill the City's needs.

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SECTION IV

SCOPE OF SERVICES

Services to be Provided:

Consultant shall provide all, or any combination, of the following services to the City of Laguna Hills upon issuance of a Task Order. Proposers are invited and encouraged to submit a full range of other additional or optional civil engineering, support, and related services and associated pricing therewith.

1. **Public Works Inspection.** Provide one Public Works Inspector with a minimum of 15 years of experience in public agency construction inspection. Inspector to be available to provide 16 to 20 hours per week of general inspection services for Encroachment Permits, Public Works construction, and related work for 52 weeks per year. Work hours will generally be from 7:00 am to 11:00 am Monday to Friday or as mutually agreed. To the extent the Encroachment Permit work justifies and exceeds these work hours, additional hours of work will be provided.
2. **Capital Improvement Project inspection.** Provide experienced public agency construction inspectors, as needed, for a variety of Public Works, Street Maintenance, Landscape Construction, Traffic Signal Construction, Storm Drain Construction and similar construction inspection services. Assume the duration of work is 60 working days.
3. **Construction Management.** Provide experienced construction managers for Capital Improvement Projects sufficient to carry out the City's multi-year Capital Improvement Program in accordance with the approved City Budget. Consultant is advised that City staff provides Construction Management for most, if not all, Capital Improvement Projects. However, this service is to be made available as determined needed by the City. Assume this service is part time for a period of 60 working days.
4. **Pavement Management Plan Updates.** Provide the biennial update of the City's pavement conditions including field work and reporting in accordance with the OCTA Measure M2 requirements consistent with the City's MicroPaver database. Develop budget scenarios for City maintenance budgets. Upload the outcome of the update of the Pavement Management Plan onto the City's ESRI based GIS system layer for pavement conditions. Prepare a written report meeting the City's requirements and that of OCTA by due dates issued by OCTA. Annually, update the City's maintenance history with the MicroPaver program.
5. **Engineering Plan Check.** Provide plan checking to include subdivision maps, improvement plans, grading plans, storm water quality plans and traffic control

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plans. Assume plan check services will be requested up to ten times per year and each plan check will consist of one set of plans of ten sheets being checked for three cycles of plan check.

6. **Stormwater Program Support.** Provide assistance with management of the City's Stormwater program to include reporting and field inspection services to meet NPDES requirements of both the SARWQCB and SDRWQCB. Assume 80 person-hours per year of support.
7. **Geographic Information System.** Provide support of the City's ESRI based GIS include data layer management and technical operational assistance. Assume monthly system review, maintenance of existing data layers and propose on creation of new data layers.
8. **Civil Engineering Design Services.** Provide design services for the preparation of plans, specifications and estimates for Capital Improvement Projects including, but not limited to, street maintenance, street improvements, street widening, grading, erosion control, traffic control and related improvements. Provide a general estimate of services to be provided for a typical project.

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SECTION V
SCHEDULE OF COMPENSATION/FEES

Compensation will be provided in accordance with Section 2 of the Sample Professional Agreement (Attachment 4). Compensation will be made at the fees and schedule contained in the Proposer's Proposal/Scope of Work and subject to a Maximum Contract Amount as agreed upon by Proposer and City. In order to facilitate comparison of proposals, the City requires all compensation proposals to be submitted in the format below based on the tasks and sub tasks (including optional tasks) as noted in the Scope of Services above. For each of the tasks noted in Section IV that the proposer intends to offer as services, the Proposer shall list the hourly rate schedule and specific not to exceed amounts for typical services for each task and the total cost for the entire proposal. Specific cost estimates must include:

1. The total number of proposed billed hours by each individual
2. Estimate and description of maximum reimbursable expenses by each individual
3. The hourly rate of each individual
4. The maximum estimated number of billed hours per individual
5. Projected final cost per task

Proposers are required to include all costs for meeting attendance including travel time. The City will not separately reimburse Proposer for travel time or expenses to and from meetings or presentations.

Proposers may also list and discuss additional or optional services not listed in Section IV. Proposers are invited and encouraged to submit a full range of other additional or optional civil engineering, support, and related services and associated pricing therewith. The Compensation/Fees shall be submitted in a separate sealed envelope.

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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 _____ day of _____, 2019, at _____, California.

Signature of Authorized Representative

Name of Authorized Representative

Title of Authorized Representative

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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: _____
Name (Please Print or Type)

By: _____
Consultant's Signature & Title

Date: _____

This executed form must be submitted with proposal.

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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;

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

I) The proposal shall be valid for 180 days from May 29, 2019.

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

Executed this _____ day of _____, 2019, at _____, California.

Name of Proposer: _____

By: _____
(Authorized Signature)

Type Name: _____

Title: _____

Date: _____

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ATTACHMENT 4

SAMPLE DRAFT PROFESSIONAL SERVICES AGREEMENT

(Subject to Revision by City Upon Final Contract Award)

PROFESSIONAL SERVICES AGREEMENT
NV5, Inc.
(On-Call Civil Engineering, Project Management, and Support Services)

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter "Agreement") is made and entered into, to be effective this 1st day of July 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 NV5, INC., a California corporation, (hereinafter referred to as "Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and are hereinafter collectively referred to as the "Parties."

RECITALS

A. City has determined that there is a need to retain the professional services of a qualified, licensed civil engineering firm to provide as-needed civil engineering consulting services, including public works engineering, project management, capital improvement project delivery, engineering plan review, as well to provide the City with other as-needed engineering, project management and support services, that may be required on an on-call basis (the "Project").

B. In response to City's formal Request for Proposals ("RFP"), dated May 3, 2019, Consultant has submitted to City a proposal, dated May 29, 2019, to provide professional on-call civil engineering, project management, and support 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, specialized equipment, or technical expertise able to perform the work or services contracted for herein.

D. City desires to retain Consultant to provide such professional services for the Project.

NOW, THEREFORE, in consideration of the promises and mutual obligations, covenants, and conditions contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. SERVICES OF CONSULTANT

1.1 Scope of Services and Standard of Performance. In compliance with all terms and conditions of this Agreement, Consultant agrees to provide and perform the on-call civil engineering, project management, and support services to City for the Project as set forth in the Consultant's Proposal/Scope of Work, dated May 29, 2019, and as set forth in City's Request for

Proposals ("RFP")/Scope of Services, dated May 3, 2019, which are attached hereto as Exhibit "A" and Exhibit "B", respectively, and are 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; (2) the Consultant's signed, original Proposal/Scope of Work dated May 29, 2019 ("Consultant's Proposal") and submitted to City; and, (3) the City's Request for Proposals ("RFP")/Scope of Services, dated May 3, 2019, which shall all be referred to collectively hereinafter as the "Contract Documents." The Consultant's Proposal and the City's Request for Proposals, which are both attached hereto as Exhibits "A" and "B," respectively, are hereby incorporated by reference and are made a part of this Agreement. All provisions of this Agreement, the Consultant's Proposal, and the City's Request for Proposals 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; (2nd) the provisions of the City's Request for Proposals (Exhibit "B"); and (3rd) the provisions of the Consultant's Proposal (Exhibit "A").

1.3 Compliance with Law. Consultant shall comply at all times during the term of this Agreement with all applicable federal, state, and local laws, statutes, and ordinances and all lawful orders, rules, and regulations promulgated thereunder, including without limitation all applicable fair labor standards and Cal/OSHA requirements. Consultant shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of the Work and Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with performing the Work and Services. If Consultant performs any Work or Services in violation of such laws, rules, and regulations, Consultant shall be solely responsible for all penalties and costs arising therefrom. Consultant shall defend, indemnify, and hold City, its officials, officers, employees, agents and volunteers, free and harmless from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules, or regulations.

1.4 Licenses, Permits, Fees, and Assessments. Prior to performing any Services or Work hereunder Consultant shall obtain all licenses, permits, qualifications, and approvals of

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

1.5 Familiarity with Work. By executing this Agreement, Consultant represents and warrants that it (a) has thoroughly investigated and considered the Scope of Work or Services to be performed, (b) has carefully considered how the Services should be performed and has carefully examined the location or locations at or with respect to where such Services or Work is to be performed, and (c) fully understands the facilities, difficulties, and restrictions attending performance of the Services under this Agreement. If the Services involve work upon any site, Consultant represents and maintains that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of any Services hereunder. Should the Consultant discover any latent or unknown conditions that will materially affect the performance of the Services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the City.

1.6 Care of Work. Consultant shall adopt reasonable methods during the term of the Agreement to furnish continuous protection to the Work and the equipment, materials, papers, documents, plans, studies, and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the Work by the City, except such losses or damages as may be caused by City's own negligence.

1.7 Further Responsibilities of Parties. Both Parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both Parties agree to act in good faith to execute all instruments, prepare all documents, and take all actions as may be reasonably necessary to carry out the purposes of this Agreement.

1.8 Additional Services. City shall have the right at any time during the performance of the Services, without invalidating this Agreement, to order extra work beyond that specified in Contractor's Proposal/Scope of Work (Exhibit "A") or in City's Request for Proposals/Scope of Services ("RFP")/ (Exhibit "B"), or make changes by altering, adding to, or deducting from such Work. No such extra work may be undertaken unless a written order is first given by the City to the Consultant, incorporating therein any adjustment in (i) the Maximum Contract Amount or in the Maximum Annual Contract Amount, as defined below, and/or (ii) the time to perform this Agreement, which adjustments are subject to the written approval of the Consultant. It is expressly understood by Consultant that the provisions of this section shall not apply to the Work and Services specifically set forth in the Scope of Services or reasonably contemplated therein,

regardless of whether the time or materials required to complete any Work or Service identified in the Scope of Services exceeds any time or material amounts or estimates provided therein.

1.9 Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other contractors, consultants, or vendors for services similar to the services that are the subject of this Agreement. Consultant further acknowledges that City may have its own employees perform services similar to the services that are the subject of this Agreement.

2. COMPENSATION

2.1 Maximum Contract Amount. For the Services and Work rendered pursuant to this Agreement, Consultant shall be compensated by City for the services performed, including authorized reimbursements, on a time and materials basis in accordance with the professional hourly rates, charges, and/or unit prices set forth in the Schedule of Compensation/Fees, which is attached hereto as Exhibit "A" and is incorporated herein by reference, but not exceeding the total maximum contract amount of Two Hundred Fifty Thousand Dollars (\$250,000.00) (hereinafter referred to as the "Maximum Contract Amount"), which sum shall not exceed Fifty Thousand Dollars (\$50,000.00) per Fiscal Year during the term of this Agreement (hereinafter referred to as the "Maximum Annual Contract Amount"). Compensation shall be payable according to the fees and at the rates, charges, and/or unit prices set forth in Exhibit "A" attached hereto. Compensation for necessary expenditures for reproduction costs, telephone expenses, and transportation expenses must be approved in advance by the Contract Officer designated pursuant to Section 4.2 and will only be approved if such expenses are also specified in the Schedule of Compensation/Fees. The Maximum Contract Amount shall include the attendance of Contractor at all Project meetings deemed reasonably necessary by the City. Contractor shall not be entitled to any increase in the Maximum Contract Amount for attending these meetings. The maximum amount of City's payment obligation under this Agreement is the amount specified in this section.

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

2.3 Optional CPI Adjustment. The fees, rates, and/or unit prices set forth in Consultant's Proposal (Exhibit "A") shall remain fixed and unchanged for the first two years of the term of this Agreement (i.e., from July 1, 2019 through June 30, 2021). Thereafter, Consultant may submit a request to adjust its fees, rates, and/or unit prices once per year during the remainder of the term of the Agreement as provided for herein. However, approval of any request to adjust Consultant's fees, rates, and/or unit prices as set forth herein shall be made at

the sole discretion of the City Manager, in writing, and is subject to the City's approved budget. Such fee, rate, and/or unit pricing adjustment(s), if any, shall not exceed the value of the change in the Consumer Price Index for the Los Angeles/Orange County area for the preceding one year as published for the month of April of any given year. In no event shall any adjustment of any fee, rate, and/or unit pricing as authorized by this section exceed five percent (5%) per year regardless of CPI or any other cost factors.

2.4 Changes in Scope. In the event any change or changes in the Scope of Services is requested by the City, the Parties shall execute a written amendment to this Agreement, setting forth with particularity all terms of such amendment, including, but not limited to, any additional professional fees. An amendment may be entered into: (a) to provide for revisions or modifications to documents or other work product or work when documents or other work product or work is required by the enactment or revision of law subsequent to the preparation of any documents, other work product, or work; and/or (b) to provide for additional services not included in this Agreement or not customarily furnished in accordance with generally accepted practice in Consultant's profession.

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

3. SCHEDULE OF PERFORMANCE

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

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

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the Services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant (financial inability excepted), including, but not limited to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, and/or acts of any governmental agency, including the City, if Consultant, within ten (10) days of the commencement of such delay, notifies the City Manager in writing of the causes of the delay. The City Manager shall ascertain the facts and the extent of delay, and extend the time for performing the Services for the period of the enforced delay when and if in the judgment of the City Manager such delay is justified.

The City Manager's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this section.

3.4 Term. Unless earlier terminated as provided elsewhere in this Agreement, this Agreement shall commence upon the effective date of this Agreement and shall continue in full force and effect for a period of five (5) years, commencing on July 1, 2019 and ending on June 30, 2024 ("Initial Term"). The City shall have the unilateral option, at its sole discretion, to renew and extend the term of this Agreement for no more than one additional three (3) year term under the same terms and conditions ("Renewal Option").

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

4. COORDINATION OF WORK

4.1 Representative of Consultant. The following principal of Consultant is hereby designated as being the principal and representative of Consultant authorized to act in its behalf with respect to the Services to be performed under this Agreement and to make all decisions in connection therewith: **Jeffrey M. Cooper, P.E., Project Director/Project Manager**. 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 or 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:

NV5, Inc.
Attention: Jeffrey M. Cooper, Director of Infrastructure
9890 Irvine Center Drive
Irvine, California 92618
Telephone: (949) 585-0477
E-mail: jeff.cooper@nv5.com

10.3 Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior negotiations, arrangements, agreements, representations, and understandings, if any, made by or among the Parties with respect to the subject matter hereof. No amendments or other modifications of this Agreement shall be binding unless executed in writing by both Parties hereto, or their respective successors, assigns, or grantees.

10.4 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be determined to be invalid by a final judgment or decree of a court of competent jurisdiction, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of that provision, or the remaining provisions of this Agreement unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

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

10.6 Third Party Beneficiary. Nothing contained in this Agreement is intended to confer, nor shall this Agreement be construed as conferring, any rights, including, without limitation, any rights as a third-party beneficiary or otherwise, upon any entity or person not a party hereto.

10.7 Recitals. The above-referenced Recitals are hereby incorporated into the Agreement as though fully set forth herein and each Party acknowledges and agrees that such Party is bound, for purposes of this Agreement, by the same.

10.8. Corporate Authority. Each of the undersigned represents and warrants that (i) the Party for which he/she is executing this Agreement is duly authorized and existing, (ii) he/she is duly authorized to execute and deliver this Agreement on behalf of the Party for which he/she is signing, (iii) by so executing this Agreement, the Party for which he/she is signing is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the Party for which he/she is signing is bound.

10.9 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”). Consultant agrees to fully comply with all applicable federal and state labor laws (including, without limitation, if applicable, the Prevailing Wage Laws). It is agreed by the Parties that, in connection with the Work or Services provided pursuant to this Agreement, Consultant shall bear all risks of payment or non-payment of prevailing wages under California law, and Consultant hereby agrees to 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.

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

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have executed and entered into this Agreement as of the date first written above.

“CITY”
City of Laguna Hills,
 a California municipal corporation

 DON SEDGWICK,
 Mayor

ATTEST:

 (SEAL)
 MELISSA AU-YEUNG,
 Deputy City Manager/ City Clerk

APPROVED AS TO FORM:

 GREGORY E. SIMONIAN,
 City Attorney

“CONSULTANT”
NV5, Inc., a California corporation

By: _____
 Jeffrey M. Cooper, P.E.,
 Director of Infrastructure

By: _____
 MaryJo O'brien,
 Corporate Secretary

EXHIBIT “A”

CONSULTANT’S PROPOSAL/ SCOPE OF WORK

DATED: May 29, 2019

SCOPE OF WORK FOR PROJECT

INCLUDING,

SCHEDULE OF PERFORMANCE

AND

SCHEDULE OF COMPENSATION/ FEES



NV5

PROPOSAL

Submitted by NV5, Inc.
9890 Irvine Center Drive, Irvine, CA 92618

City of Laguna Hills

On-Call Civil Engineering, Project Management and
Support Services
MAY 29, 2019

TABLE OF CONTENTS

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APPENDIX

Non-Collusion Affidavit (Attachment 1)

I. Compensation/Payment Schedule (in a separately sealed envelope)

J. Certificate of Insurance (Attachment 2)

K. Certification of Proposal (Attachment 3)

A. COVER LETTER

PN: P27019-0003731.00

NV5

May 29, 2019

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

SUBJECT: On-Call Civil Engineering, Project Management and Support Services

Dear Mr. Rosenfield,

At NV5, Inc., we understand the various aspects of the capital improvement process, making our team of experts uniquely qualified to perform the services required for successful completion of your projects. We acknowledge that City projects are vital to the community, and we have more than 12 years of experience partnering with many cities and agencies across Southern California to provide professional engineering services on projects of similar scope. We are excited to have the opportunity to provide **Construction Management, Capital Improvement Project Inspection, Engineering Plan Check and Civil Engineering Design Services** to the City of Laguna Hills (City). NV5's strengths include the following:

Current Partnership: Our experience and existing relationship with the City give us the ability to continue providing professional engineering services for your projects. We operate with a working knowledge of your staff, processes and environment, enabling us to provide outstanding cost- and time-efficient services. Specifically, our team has been providing On-Call Civil Engineering and Management Services to the City since 2014.

Qualifications and Relevant Experience: We believe that past experience and success are key indicators of future performance. We are committed to providing high-quality service and believe that commitment is one reason why more than 90% of our work comes from repeat clients — an obvious indicator of client satisfaction. We have included references, as requested, as well as relevant project experience to demonstrate our success in fulfilling similar efforts for other cities throughout Southern California. We encourage the City to contact our references to confirm our successful track record.

Proposed Team: NV5 offers the City a highly competent team with an unparalleled reputation and proven capability and expertise. Our staff has decades of experience providing engineering services to municipal agencies throughout the area. Understanding the scope of work requested by the City, we have selected **Jeffrey M. Cooper, PE, as your Project Director**. Mr. Cooper has both managed and directed similar on-call professional engineering services throughout the region and has more than 40 years of experience with a focus on capital improvement projects.

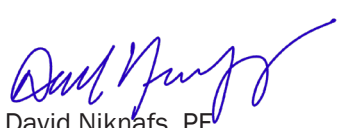
Close Proximity: Our office is located less than 3 miles from Laguna Hills City Hall, so our team can quickly respond to any needs the City may have.

Proposal Validity: This proposal shall remain valid for a period of 180 days from the date of this submittal. This proposal has been signed by Jeffrey M. Cooper, PE, a company officer authorized to bind the corporation.

NV5 looks forward to the opportunity to work with the City and help you achieve your goals and objectives. If you need further information, we may be reached by phone at (949) 585-0477, or electronically at jeff.cooper@nv5.com and david.niknafs@nv5.com. Thank you for your time and consideration.

Sincerely,
NV5


Jeffrey M. Cooper, PE
Director of Infrastructure
(Authorized Signer)


David Niknafs, PE
Director of Transportation

CORPORATION INFORMATION

Name: NV5, Inc.
Type & State of Incorporation: C Corporation, California
Corporate Address: 200 South Park Road, Suite 350,
Hollywood, FL 33021
Office Address: 9890 Irvine Center Drive, Irvine, CA
92618
Authorized Signer: Jeffrey M. Cooper, PE, Director of
Infrastructure

Attachment: Professional Services Agreement - NV5, Inc. (1896 : On-Call Civil Engineering, Project Management and Support Services)

B. COMPANY DATA

COMPANY DATA

1. Official Name and Address: NV5, Inc., Address: 9890 Irvine Center Drive, Irvine, CA 92618

2. Name, Address and Telephone Number of the Proposer's Primary Point-of-Contact: Jeffrey M. Cooper, Address: 9890 Irvine Center Drive, Irvine, CA 92618, Telephone Number: 949.585.0477

3. Type of Entity: C Corporation

4. Federal Employer I.D. Number: 94-2706173

5. Office Address, Telephone Number and Authorized Email Address: Irvine Office (Main Office) Address: 9890 Irvine Center Drive, Irvine, CA 92618, Florida Office (Corporate Office) Address: 200 South Park, Suite 350, Hollywood, FL 33021

6. Ownership Statement: Our office is owned by NV5, Inc., a publicly traded corporation.

7. Number of Years Proposer Has Been In Business Under the Present Business Name: Our office has been doing business as NV5, Inc., since 2016. Prior to this, our office operated as CivilSource, Inc. beginning in 2006.

8. Number of Years of Experience the Proposer Has Had In Providing Required, Equivalent or Related Services: Our office has over 12 years of experience providing related services to municipalities throughout Southern California. NV5, Inc. has been operating for over 69 years.

9. Comparable Contracts Entered Into During The Last Five (5) Years: Below is a chart including comparable on-call contracts in which NV5 has entered into within the last five (5) years, followed by examples of projects comparable in quality and scope to that specified in the RFP. Our team has successfully completed hundreds of projects, and a full list of our project experience is available upon request.

RECENT ON-CALL CONTRACTS			
Client	Dates	Scope of Services	Point-of-Contact
City of Laguna Hills	2014-2019	• On-Call Engineering and Management Services	Peter Salgado
City of Aliso Viejo	2017-Current	• On-Call Construction Inspection Services	Peter Salgado
City of Anaheim	2015-Current	• On-Call Professional Civil Engineering Services • On-Call Professional Consulting Support • As-Needed Construction Management and Engineering Services for Public Utilities Department	Jeffrey Cooper, David Niknafs and Peter Salgado
City of Anaheim, Public Utilities	2014-Current	• As-Needed Consulting and Engineering Services • As-Needed Electrical Engineering	David Niknafs
City of Azusa	2019-Current	• On-Call Professional Engineering Services (Engineering, Project Management, Construction Management and Inspection Services)	Jeffrey Cooper
City of Azusa, Light & Water Department	2017-Current	• On-Call Professional Engineering and Construction Management Services	Charlie McKinley and Peter Salgado
City of Bellflower	2015-Current	• On-Call Construction Management and Inspection Services for Federally Funded Projects	Peter Salgado
City of Beverly Hills	2018-Current	• As-Needed Staff Augmentation Services to Support Various Water and Wastewater CIP	Charlie McKinley
City of Brea	2015-2019	• On-Call Civil Engineering Services • On-Call Construction Management and Inspection Services	Jeffrey Cooper and Peter Salgado

B. COMPANY DATA

RECENT ON-CALL CONTRACTS			
Client	Dates	Scope of Services	Point-of-Contact
City of Chino	2018-Current	As-Needed CIP Project Management	David Niknafs and Jeffrey Cooper
City of Commerce	2017-Current	- On-Call Professional Services for Civil Plan Check - On-Call Construction Management and Inspection Services	Jeffrey Cooper and Peter Salgado
City of Corona	2015-Current	- On-Call Engineering Services - On-Call Professional Consulting Services - On-Call Plan Check Support Services	Jeffrey Cooper and David Niknafs
City of Costa Mesa	2018-Current	- On-Call Project and Construction Management Staff Support Services - On-Call Plan Check Services	David Niknafs and Peter Salgado
City of Culver City	2017-2018	On-Call Engineering Services (Civil Engineering Design and Construction Management and Inspection Services)	David Niknafs and Peter Salgado
City of El Monte	2015-Current	- On-Call Construction Management and Inspection Services - On-Call Civil Plan Check Services	Jeffrey Cooper and Peter Salgado
City of Glendale	2013-Current	- On-Call Owner's Engineering Services for Glendale Water & Power (Design, Project Management, Construction Management and Inspection) - On-Call Construction Management and Inspection Services	Peter Salgado and Charlie McKinley
City of Huntington Beach	2013-Current	- On-Call Construction Management Services - On-Call Civil Engineering Design Services	David Niknafs and Peter Salgado
City of Irvine	2013-Current	- On-Call Professional Consulting Services - Civil Engineering Design - Landscape Architecture Streetscape and Park Landscape Design and Rehabilitation Design - Project Management and Construction Management and Inspection - Map Plan Check - Hydrology and Hydraulics Plan Check - Street Improvement Plan Check - Assessment District Engineering Services	Jeffrey Cooper, David Niknafs and Peter Salgado
City of La Habra Heights	2014-Current	- On-Call City Engineering - On-Call Plan Check Services	David Niknafs
City of Laguna Beach	2017-Current	- On-Call Civil Engineering Design Services - On-Call Program/Construction Management and Inspection Services	David Niknafs and Peter Salgado

Attachment: Professional Services Agreement - NV5, Inc. (1896 : On-Call Civil Engineering, Project Management and Support Services)

B. COMPANY DATA

RECENT ON-CALL CONTRACTS			
Client	Dates	Scope of Services	Point-of-Contact
City of Laguna Niguel	2019-Current	- On-Call Public Works Inspection Services - On-Call Professional Engineering Services	Jeffrey Cooper and Peter Salgado
City of Laguna Woods	2011-Current	- On-Call Engineering and Traffic Operations - On-Call Building Inspection Services - On-Call Plan Check Services	Jeffrey Cooper and Peter Salgado
City of Lake Forest	2016-Current	On-Call Municipal Engineering Services	David Niknafs
City of Manhattan Beach	2015-2018	On-Call Construction Management and Inspection Services	Peter Salgado
City of Mission Viejo	2016-Current	- On-Call Plan Check and Design Services - On-Call Public Works Inspection	David Niknafs and Peter Salgado
City of Monrovia	2017-Current	On-Call Civil Engineering Services	David Niknafs
City of Moreno Valley	2014-Current	- On-Call Construction Management and Plan Check Services - On-Call Civil Engineering Services	David Niknafs and Peter Salgado
City of Newport Beach	2017-Current	- On-Call Professional Engineering Services - On-Call Staff Augmentation for Public Works Department and Utility Permit Inspection Services and Construction Administration	Jeffrey Cooper
City of Norwalk	2015-Current	On-Call Construction Inspection Services	Peter Salgado
City of Norco	2018-Current	On-Call Engineering Consulting Services for Various CIP Improvement Projects FY 2018-19 to FY 2020-21	David Niknafs and Charlie McKinley
City of Pasadena	2016-Current	On-Call Construction Management and Inspection Services	Peter Salgado
City of Placentia	2016-Current	On-Call Contract Administration and Construction Inspection Services	Peter Salgado
City of Pomona	2014-Current	On-Call Civil Engineering Design, Pavement Rehabilitation Design, Project Management and Construction Inspection	David Niknafs and Peter Salgado
City of Rancho Palos Verdes	2018-Current	Capital Projects Engineering and Construction/Management Oversight Services	Jeffrey Cooper
City of Rancho Santa Margarita	2011-2019	On-Call Construction Management and Inspection Services	Peter Salgado
City of San Fernando	2018-Current	On-Call Engineering Services	David Niknafs
City of Santa Ana	2015-2018	- On-Call Engineering Services for General Engineering Projects - On-Call Engineering Services for Water Resources Projects - On-Call Right-Of-Way Coordination Services	David Niknafs and Charlie McKinley
City of Santa Monica	2016-Current	On-Call Construction Management Services	Peter Salgado

B. COMPANY DATA

RECENT ON-CALL CONTRACTS			
Client	Dates	Scope of Services	Point-of-Contact
City of South Gate	2017-Current	As-Needed Project Management and Staff Augmentation Services	David Niknafs
City of Temecula	2017-Current	On-Call Construction Management and Inspection Services	Peter Salgado
City of Villa Park	2016-Current	- On-Call Engineering Services - On-Call Plan Check Services	David Niknafs
City of West Hollywood	2016-2018	On-Call Construction Management and Inspection Services	Peter Salgado
City of Yorba Linda	2011-Current	On-Call Consultant Services	David Niknafs
County of San Bernardino	2019-Current	On-Call Civil Engineering Transportation Services	David Niknafs
Irvine Ranch Water District	2015-Current	As-Needed Design and Construction Inspection Services	Peter Salgado and Charlie McKinley
Long Beach Water Department	2018-Current	On-Call Construction Management and Inspection Services	Luanne Bean
Mesa Water District	2016-Current	On-Call Design and Construction Management Services	Charlie McKinley and Luanne Bean
Orange County Public Works	2016-Current	- On-Call Professional Services (Civil Engineering for Various Projects) - On-Call Architect-Engineer Services, Contract Administration, Project Management (Capital Projects) Support Services	David Niknafs
Riverside County Economic Development Agency	Current	On-Call Construction Management Services	Peter Salgado
South Coast Water District	2015-Current	As-Needed Engineering Services	Charlie McKinley
West Basin Municipal Water District	2016-Current	On-Call Professional Engineering Services	Charlie McKinley and Luanne Bean

COMMERCIAL/INDUSTRIAL STORMWATER INSPECTION

CITY OF LAGUNA HILLS | LAGUNA HILLS, CA

Since 2014, our team has been providing the City with commercial and industrial stormwater inspection services for various commercial and industrial facilities throughout the City, including restaurants, automotive facilities, shopping centers, medical buildings, schools, churches, banks, grocery stores, movie theaters and hotels. Thorough BMP inspection reports included date, time and weather during the inspection; management name and contact information; condition of BMP; action required; and whether a follow-up visit would be necessary.

PROJECT MANAGER: PETER SALGADO

CONTRACT COST: NOT-TO-EXCEED \$150K/FISCAL YEAR

DATES: NOVEMBER 2014-CURRENT

Attachment: Professional Services Agreement - NV5, Inc. (1896 : On-Call Civil Engineering, Project Management and Support Services)

B. COMPANY DATA

UNIVERSITY DRIVE WIDENING

CITY OF IRVINE | IRVINE, CA

Our team is currently providing construction management and inspection services for the University Drive Widening (from Campus Avenue to MacArthur Boulevard) project, which includes parkway improvements, street improvements, storm drain improvements, water improvements, and landscape and irrigation for the adjacent bike trail. Our services include bid management, construction management, daily inspection services and project closeout.

PROJECT MANAGER: PETER SALGADO

CONSTRUCTION COST: \$13.1M

DATES: MARCH 2018-CURRENT

BELLFLOWER BOULEVARD PEDESTRIAN ENHANCEMENTS

CITY OF BELLFLOWER | BELLFLOWER, CA

Our team provided construction management and inspection services for the roadway and pedestrian/parkway improvements of Bellflower Boulevard between Flower and Flora Vista streets. The scope of work included roadway reconstruction and resurfacing; reconstruction of sidewalks (including decorative paving), driveways, curb, gutter, cross gutters, and ADA curb ramps; installation of traffic signals, controller cabinets, and flashing beacon; landscaping and irrigation; and traffic striping and signage (including decorative crosswalks at the intersections).

PROJECT MANAGER: PETER SALGADO

CONSTRUCTION COST: \$1.2M

DATES: JANUARY 2016-NOVEMBER 2016

TUSTIN AVENUE/LA PALMA AVENUE WIDENING + INTERSECTION IMPROVEMENTS

CITY OF ANAHEIM | ANAHEIM, CA

Our team provided construction management and inspection services for this street and intersection widening project designed to relieve traffic congestion and ease vehicular flow along Tustin Avenue. The project widened a 1,300-LF portion of Tustin Avenue, including the S.R. 91 on- and off-ramp at Tustin Avenue. It also included: a retaining wall along the S.R. 91 off-ramp; street resurfacing; a new raised center median; reconstruction of sidewalks and drive approaches; new curb ramps; traffic signal improvements; storm drain and waterline improvements; parkway and median landscaping; and irrigation.

PROJECT MANAGER: PETER SALGADO

CONSTRUCTION COST: \$11M

DATES: FEBRUARY 2014-OCTOBER 2014

SANTA MONICA BOULEVARD MID-BLOCK TRAFFIC SIGNAL INSTALLATION

CITY OF WEST HOLLYWOOD | WEST HOLLYWOOD, CA

As part of our on-call contract, our team provided construction management, inspection, labor compliance, and funding oversight services for the installation of a traffic signal on Santa Monica Boulevard. The scope of work for this federally funded project included roadway reconstruction and resurfacing; reconstruction of sidewalks, driveways, curb, gutter, cross gutters, and ADA curb ramps; installation of new traffic signals, controllers and flashing beacon; and traffic striping and signage on this busy segment of Santa Monica Boulevard between Orange Grove Avenue and Ogden Drive.

PROJECT MANAGER: PETER SALGADO

CONSTRUCTION COST: \$400K

DATES: SEPTEMBER 2016-APRIL 2017

B. COMPANY DATA

LAKEWOOD BLVD./ROSEMEAD BLVD. AT TELEGRAPH ROAD WIDENING

CITY OF DOWNEY | DOWNEY, CA

Our team provided construction management and inspection services for the Lakewood Boulevard/Rosemead Boulevard project that widened the northbound side of Lakewood Boulevard to allow for a wider right turn lane. It also required the widening of the eastbound side of Telegraph Road to construct additional left turn lanes and right turn lanes in the eastbound and northbound directions. The removal of existing medians, construction of new asphalt and concrete roadway, various domestic water improvements and traffic signal modifications also were required under the scope of work.

PROJECT MANAGER: PETER SALGADO

CONSTRUCTION COST: \$3M

DATES: JULY 2015-SEPTEMBER 2015

JAMBOREE ROAD WIDENING

CITY OF IRVINE | IRVINE, CA

NV5 is currently providing project management services for the widening of Jamboree Road from Main Street to Barranca Parkway. The project will widen Jamboree Road from four to five through lanes in each direction. Intersection improvements at Jamboree/Main and Jamboree/Barranca are currently in the design and right-of-way phases and will be constructed along with the widening. Preliminary concept plans have been developed. Scope of work includes providing staff, technical expertise, and project management and administration to complete environmental, design, right-of-way, utility coordination, bidding and construction activities.

PROJECT MANAGER: DAVID NIKNAFS

CONSTRUCTION COST: \$10M

DATES: FEBRUARY 2016-CURRENT

“H” STREET WIDENING

CITY OF SAN BERNARDINO | SAN BERNARDINO, CA

Our team is providing environmental and civil engineering design services for the widening of “H” Street from Kendall Drive to 40th Street from two lanes to four lanes and upgrading the existing traffic signals at 40th Street and Kendall Drive. We prepared plans, specifications and cost estimates for roadway, drainage, sewer, signing and striping, street lighting, modification to traffic signals, and demolition plans. We are coordinating with the utility companies, identifying existing right-of-way, conducting pavement investigation and preparing a report, and preparing all required environmental studies and documents for clearance under CEQA.

PROJECT MANAGER: DAVID NIKNAFS

CONSTRUCTION COST: \$2M

DATES: JANUARY 2018-CURRENT

PCH ARTERIAL IMPROVEMENTS

CITY OF REDONDO BEACH | REDONDO BEACH, CA

Our team is conducting a comprehensive traffic analysis and preparing design recommendations to reduce congestion and increase safety on Pacific Coast Highway. Project limits are between Anita Street to the north and Palos Verdes Boulevard to the south. Our team is preparing final plans, specifications and cost estimates for the intersection widening for a right-turn-only lane on southbound Pacific Coast Highway and Torrance Boulevard. We will provide design and support services during bidding and construction phases. The NV5 team is providing all coordination with Caltrans representatives throughout the design process.

PROJECT MANAGER: DAVID NIKNAFS

CONSTRUCTION COST: \$1.4M

DATES: NOVEMBER 2016-CURRENT

B. COMPANY DATA

NORTH LA BREA “GREEN STREET” IMPROVEMENTS

CITY OF INGLEWOOD | INGLEWOOD, CA

Our team provided comprehensive design services and final plans, specifications and cost estimates for this “Green Street” improvement project. The project consisted of the street rehabilitation of North La Brea Avenue from the northerly side of Centinela Avenue to the City limits located north of 64th Street. The project mitigated existing distressed asphalt paving to the maximum extent possible and address stormwater runoff issues.

PROJECT MANAGER: DAVID NIKNAFS

CONSTRUCTION COST: \$2.7M

DATES: FEBRUARY 2017-MARCH 2018

HARBOR BOULEVARD MEDIAN AND LANDSCAPE IMPROVEMENTS

CITY OF COSTA MESA | COSTA MESA, CA

Our team is providing professional engineering and environmental services for the design of improvements on Harbor Boulevard. The City was awarded Federal Highway Safety Improvement Program funds to install medians, landscaping and associated improvements to improve pedestrian and traffic safety. The project tasks include: obtaining documents and field review, surveying and preliminary design; environmental analysis and approval; final civil engineering design; federal approval for construction and construction support services.

PROJECT MANAGER: DAVID NIKNAFS

CONSTRUCTION COST: \$675K

DATES: MARCH 2016-CURRENT

PLAN CHECK PROJECT EXPERIENCE

City/Project	Dates	Scope of Services	Point-of-Contact
City of Corona Plan Check Services	Current	Since 2016, NV5 has been providing the City with staff to fill multiple positions, including: Assistant Engineers, Plan Check Engineers, and Front Counter Technicians. Services include plan review and checking final maps, parcel maps, improvement plans, grading plans, hydrologic/hydraulic studies, soils/geologic reports, Engineer Cost Estimates and easement documents.	Jeffrey Cooper and David Niknafs
City of Costa Mesa Plan Check Support Services	Current	Our team is contracted with the City of Costa Mesa to provide staff support to oversee the construction of various CIP projects. Services include: review and plan check of WQMP, construction documents, review and manage consultants' and/or contractors' activities and performance.	David Niknafs
City of El Monte Plan Check Services	Current	Our team is providing plan check services to the City of El Monte. Scope of work includes plan check services for civil improvement plans, including grading, soils report reviews, sewer, water, storm drain, hydrology reports, SWPPPs, LID, street improvement plans, traffic signal plans, signing and striping plans, street lighting plans, parcel/tract maps, condominium plans, easements and lot line adjustments.	Jeffrey Cooper

B. COMPANY DATA

PLAN CHECK PROJECT EXPERIENCE			
City of Irvine As-Needed Engineering & Plan Check Services	Current	Our team has provided engineering plan check services to the City of Irvine on an as-needed basis for several years. Plan reviews have included street design and drainage; landscape irrigation improvements; hydrology and hydraulics; and other several types of infrastructure improvements.	David Niknafs
City of Laguna Woods Plan Check Services	Current	Our team has been providing plan check services for the last four years. Plan check involves WQMP and grading plans for parking in town home complexes that have different gates and need improvements for each gate.	Jeffrey Cooper and David Niknafs
City of La Habra Heights Plan Check Support Services	Current	As part of an on-call plan review and inspection services contract, our team is currently providing as-needed plan review services. Scope of work includes plan review and checking final maps, parcel maps, improvement plans, grading plans, hydrologic/hydraulic studies, soils/geologic reports, Engineer cost estimates, and easement documents.	Jeffrey Cooper and David Niknafs
City of Moreno Valley Plan Check Services	Current	Our team is currently providing as-needed municipal map and plan check services for the City of Moreno Valley. Services include plan review and checking final maps, parcel maps, improvement plans, grading plans, hydrologic/hydraulic studies, soil/geologic reports, Engineer Cost Estimates and easement documents.	David Niknafs
City of Villa Park Plan Check Services	Current	Our team has been providing plan check services for the City of Villa Park, including WQMP plan check.	David Niknafs

10. Failures or Refusals to Complete a Contract: To our knowledge, NV5 does not have a history of failure or refusal to complete a contract.

11. Individuals/Firms Owning Interest: No individuals/firms own 10% or more of the firm.

12. Financial Interests In Other Lines of Business: NV5 does not have financial interests in other lines of business.

13. Litigation/Adverse Judgment History: NV5 has been established for many decades. The industry in which we provide professional services yields claims that arise from time to time. Claims that arise consist predominantly of general allegations related to professional errors or omissions for work performed under a contract or project. NV5 maintains adequate insurance coverage to protect against such claims. Over the last five years, NV5 has approximately 7 legal actions, most of which have been settled and closed. The nature of these claims relate to either professional negligence or performance under a contract. We believe there are no claims or lawsuits either threatened or pending that would impair its ability to perform on this request for proposal. Indeed, there is no currently active or pending claim against NV5 at this time.

14. Termination of Contract “For Cause” History: None.

C. RESUMES AND QUALIFICATIONS OF PERSONNEL

CONTACT INFO

jeff.cooper@nv5.com
949.585.0477

EXPERIENCE

40 years

LENGTH OF TIME WITH THE COMPANY

1.5 years

POSITION WITH THE COMPANY

Director of Infrastructure

EDUCATION

M.S. Civil Engineering
(Sanitary) — University of
California, Berkeley (1977)

B.S. Civil Engineering —
University of California,
Berkeley (1976)

B.A. Economics —
Washington State
University (1973)

LICENSES/CERTIFICATES

Civil Engineer (CA)
No. 31572

AFFILIATIONS

American Public Works
Association

American Council of
Engineering Companies

Construction Management
Association of America

American Society of Civil
Engineers, Governor
(Region 9)

WTS

NV5

JEFFREY M. COOPER, PE

Project Director + Project Manager (Engineering Plan Check)

Mr. Cooper has more than 40 years of professional consulting engineering experience providing the management of planning, design, construction, and inspection services for transportation and municipal road projects, park projects, master plans and designs for drainage, sewers, water and overhead utility undergrounding projects, which have included inventory work and condition assessment. He has overseen Plan Check Services for numerous cities in Southern California. He has extensive experience with the interpretation of plans and specifications and related design manuals, checklists, and regulations. He is currently Treasurer for the Public Works Standard, Inc., "The Greenbook."

Project Experience

As-Needed Civil Plan Check and Inspection Services

CITY OF DIAMOND BAR | DIAMOND BAR, CA

Principal-in-Charge/Project Manager. Mr. Cooper oversaw the civil plan check services for the City of Diamond Bar. Project types included mostly single-family residential, as the City is an almost completely built-out community. Standards utilized included those of the City, the County of Los Angeles, and the American Public Works Association, where applicable.

As-Needed Plan Check Services

CITY OF EL MONTE | EL MONTE, CA

Principal-in-Charge/Project Manager. Mr. Cooper oversaw plan check services for the City of El Monte. Plan Check services included grading, soils report reviews, sewer, water, storm drain, hydrology reports, SWPPPs, street improvement plans, signing and striping plans, street lighting, parcel/tract maps, condominium plans, easements, and lot line adjustments.

Civil Plan Check Services

CITY OF MENIFEE | MENIFEE, CA

Project Director. Mr. Cooper oversaw civil plan check services utilizing standards established by the City of Menifee, County of Riverside, and the American Public Works Association. He provided quick turnaround times in response to the City's needs, including off-site/on-site street improvements, precise grading, on-site storm drains, signing/striping, and street lighting plans. Project types include commercial, residential, industrial and parks.

On-Call Engineering Services

CITY OF SANTA ANA | SANTA ANA, CA

Project Manager. Mr. Cooper oversaw services that included grading, soils report reviews, sewer, water, storm drain, hydrology reports, SWPPPs, street improvement plans, signing and striping plans, street lighting, parcel/tract maps, condominium plans, easements, and lot line adjustments.

On-Call Engineering Services

CITY OF MANHATTAN BEACH | MANHATTAN BEACH, CA

Project Manager. Mr. Cooper provided On-Call Engineering Services to the City of Manhattan Beach for several projects, including net replacements at Dorsey Field and Live Oak Field and a synthetic turf baseball infield at Marine Avenue Park; internet connectivity to the Live Oak Tennis office; and has provided staff augmentation by providing a project manager to the Public Works Department.

*A FULL LIST OF PROJECT EXPERIENCE AND CLIENTS IS AVAILABLE UPON REQUEST

C. RESUMES AND QUALIFICATIONS OF PERSONNEL

CONTACT INFO

peter.salgado@nv5.com
949.585.0477

EXPERIENCE

20 years

LENGTH OF TIME WITH THE COMPANY

12 years

POSITION WITH THE COMPANY

Director of Construction Management

EDUCATION

B.S. Civil Engineering
— California State Polytechnic University (1991)

LICENSES

Civil Engineer (CA)
No. 63159

PETER SALGADO, PE

Project Manager (Construction Management + CIP Inspection)

With more than 20 years of experience, Mr. Salgado has managed and delivered a variety of public works projects, including street improvements; vertical construction and tenant improvements; parks and landscaping improvements; and water, sewer and storm drain improvements. Working with a variety of agencies, he is thoroughly familiar with local, state and federal procedures.

Project Experience

University Drive Widening (Campus to MacArthur)

CITY OF IRVINE | IRVINE, CA

Project Manager. Mr. Salgado is currently overseeing our construction management and inspection team for the University Drive Widening (from Campus Avenue to MacArthur Boulevard) project, which includes parkway improvements, street improvements, storm drain improvements, water improvements, and landscape and irrigation for the adjacent bike trail. Our services include bid management, construction management, daily inspection services, and project closeout. The project consists of traffic control, unclassified excavation, unclassified fill, construction of PCC curb ramps, median curb, curb and gutter, sidewalk, crack sealing, uniform depth cold milling, asphalt base course, asphalt concrete surface course, adjusting utility manholes and valves to grade, installation of traffic signs, striping, pavement markings, and raised pavement markers, installation of new traffic signals, traffic signal modifications, SCE coordination and installation of new street light infrastructure, storm drain installation, landscaping, irrigation system, and water quality BMPs.

El Toro/Aliso Creek Widening Phase II

CITY OF LAGUNA WOODS | LAGUNA WOODS, CA

Construction Manager. Mr. Salgado managed this federally funded project that was the second phase of a two-phase capital improvement project to widen El Toro Road. The project accommodated a paved 6-foot-wide Class II Bike Trail and a sidewalk that varies in width from 6 feet to 9 feet. The work also included construction of sidewalk, retaining wall, and associated drainage structures, and the relocation of the existing Class II Bike Lane. Construction also included cold milling the existing curb, ADA access ramps, adjusting utilities to finish grade, applying traffic striping with pavement markers and legends (stenciling), and reinstalling traffic detector loops.

Golden Lantern Roadway Widening

CITY OF LAGUNA NIGUEL | LAGUNA NIGUEL, CA

Construction Manager. Mr. Salgado managed this 1.7-mile, \$5.5M roadway improvements and widening project that required extensive utility coordination for the relocation and adjustment of several facilities, as well as coordination with surrounding schools to alleviate potential traffic impacts.

Trabuco Road Street Resurfacing

CITY OF LAKE FOREST | LAKE FOREST, CA

Construction Manager. Mr. Salgado managed this 1.5-mile, federally funded (ARRA) street improvement project. The scope of work included cold milling; reinforcement fabric installation; asphalt overlay; construction of curb, gutter and sidewalk; and removal and replacement of existing asphalt.

*A FULL LIST OF PROJECT EXPERIENCE AND CLIENTS IS AVAILABLE UPON REQUEST



C. RESUMES AND QUALIFICATIONS OF PERSONNEL

CONTACT INFO

david.niknafs@nv5.com
949.585.0477

EXPERIENCE

30 years

LENGTH OF TIME WITH THE COMPANY

4 years

POSITION WITH THE COMPANY

Director of Transportation

EDUCATION

M.S. Civil Engineering —
CSU, Los Angeles (1987)

B.S. Civil Engineering —
CSU, Los Angeles (1983)

LICENSES

Civil Engineer (CA)
No. 42697

AFFILIATIONS

American Public Works
Association (APWA)

American Society of Civil
Engineers (ASCE)

Transportation &
Development Institute



DAVID NIKNAFS, PE

Project Manager (Civil Engineering Design)

Mr. Niknafs has more than 30 years of civil engineering experience in the public and private sectors working on various capital improvement projects and has extensive experience working as a project manager and senior engineer. He has managed numerous public works and development projects, including roadways, bridges, drainage, sewer, water, underground utilities, building facilities and related infrastructure improvement projects. He is in charge of providing overall project direction to the project technical team and providing resource allocation; preparing and administering budgets; preparing and monitoring project schedules; managing production of preliminary design and final design; preparing various detailed technical reports; providing oversight and performing quality control; managing and monitoring construction activities; and establishing, coordinating and maintaining working relationships with owners, developers and other agencies.

Project Experience

"H" Street Widening

CITY OF SAN BERNARDINO | SAN BERNARDINO, CA

Project Manager. Mr. Niknafs is responsible for providing professional design engineering services including plans, specifications, cost estimates and related bid documents for the widening of "H" Street from Kendall Drive to 40th Street. The project expands "H" Street from two lanes to four lanes and upgrades the existing traffic signals at 40th Street and Kendall Drive. The plans will include roadway, drainage, signing and striping, street lighting, modification to traffic signals, and demolition plans. Coordination with utility companies, identifying existing right-of-way, conducting pavement investigation and preparing a report, and preparing all required environmental studies and documents for clearance under CEQA are part of the project. The street improvements will include ADA-compliant curb ramps as well.

Annual Residential Street Rehabilitation

CITY OF COMPTON | COMPTON, CA

Project Manager. Mr. Niknafs is responsible for providing professional engineering design services, including preparing plans, specifications and estimates for the City's annual residential street rehabilitation projects. Scope of work includes review and analysis of the City's existing Pavement Management Study; research of the City's existing street plan information; performing necessary soil investigations and coring samples; utilities notification and coordination; topographic survey; field review; and improvements to street pavement, street drainage, curb and gutter, sidewalk, and ADA curb ramps.

Harbor Boulevard Street, Median and Landscape Improvements

CITY OF COSTA MESA | COSTA MESA, CA

Project Manager. Mr. Niknafs managed the preparation of plans, specifications and cost estimates for the design of improvements on Harbor Boulevard, including street and median landscaping improvements. The City was awarded Federal Highway Safety Improvement Program funds to install medians, landscaping, and associated improvements to improve pedestrian and traffic safety. A traffic analysis was conducted to establish median openings and turn pocket lane lengths. Our team coordinated with stakeholders, including the residents and business owners, and public outreach community meetings were scheduled so the conceptual plans could be presented to the community.

*A FULL LIST OF PROJECT EXPERIENCE AND CLIENTS IS AVAILABLE UPON REQUEST

C. RESUMES AND QUALIFICATIONS OF PERSONNEL

STAFF QUALIFICATIONS

Our team has the ability to deliver quality products on schedule and within budget. Below is a chart that includes names, roles, education, experience, and applicable professional licenses and credentials of the proposed team (35 total personnel). Brief resumes of key staff members can be found on **page 10**. Additional resumes are available upon request.

STAFF QUALIFICATIONS			
Name	Role	Years of Experience	Education, Certifications & Licenses
Jeffrey M. Cooper, PE	Project Director + Project Manager (Engineering Plan Check)	40	M.S. Environmental Engineering B.S. Civil Engineering B.A. Economics Civil Engineer (CA) No. 31572
Peter Salgado, PE	Project Manager (Construction Management + CIP Inspection)	20	B.S. Civil Engineering Civil Engineer (CA) No. 63159
Ray Farnaghi, LEED GA	Inspector	17	B.S. Civil Engineering LEED GA
Mike Helma, LEED AP	Inspector	30	B.S. Civil Engineering LEED Accredited Professional
Dean Jensen	Inspector	34	A.A. General Education OSHA 30-Hour Safety Certificate No. 1598056 OSHA Title 28 Confined Space Training Certificate 2007 Title 24 Energy Compliance Field Inspection Certificate Americans With Disabilities Act – California Disabled Accessibility Certificate SWPPP – Construction Site Storm Water Management Certificate ICBO Reinforced Concrete Inspection & ACI Field Grade I Tech Certificates International Building Code No. 0885400-01 International Residential Code No. 0885400-02 ICBO Uniform Building Code No. 088400-10 ICBO Uniform Plumbing Code Certificate
Kalid Dawood, QSP, CESSWI	Inspector	36	A.A. Construction Management & GIS Mapping/Survey Safety Trained Supervisor STSC-IEX09112 American Construction Inspection Certifications RCI No. 6044 NASSCO No. U-616-07004649 Qualified SWPPP Practitioner No. 24172 Certified Erosion, Sediment and Storm Water Inspector, No. 3315 DYK Tank System Training and Certification Trench & Excavating Competent Person Training and Certificate

C. RESUMES AND QUALIFICATIONS OF PERSONNEL

STAFF QUALIFICATIONS			
Name	Role	Years of Experience	Education, Certifications & Licenses
Craig Wheeler	Inspector	30	B.A. Philosophy Licensed "A" General Engineering Contractor NASSCO-Certified Inspector (Pipeline, Lateral and Manhole Assessments) Crisis Management Facilities Management
Daniel Ojeda, PE	Inspector + Construction Manager	40	B.S. Civil Engineering Construction Management Certificate Program, UCLA Civil Engineer (CA) No. 36988
Matt Greer	Inspector	14	B.S. Civil Engineering C2 Workzone Traffic Control Certificate OSHA 10-Hour Construction Certificate
Salvador Sanchez	Inspector	30	CA Water Distribution Operator, D5 No. 08546 CA Water Treatment Operator, T4 No. 16793 Water Utilities Sciences Certificate
Pedram Abbassi, LEED BD+C, QSP, CESSWI	Inspector + Construction Manager	17	B.S. Civil Engineering LEED AP BD+C Qualified SWPPP Practitioner Certified Erosion, Sediment and Storm Water Inspector
Henry Hovakimian	Inspector	35	B.S. Business A.A. Administration (major in Management)
David Ledyard	Inspector	36	A.A. Engineering
Sean Razmy, PE, QSP	Inspector	30	M.S. Structural Engineering B.S. Civil Engineering Civil Engineer (CA) No. C42827 Qualified SWPPP Practitioner No. 22568
Daniel Warren	Inspector	26	Water Distribution Operator Grade III No. 8020 Water Treatment Operator Grade II No. 18940 Recycled Site Supervisor Conversion from Potable to Recycled Water Competent Person Site Survey for Soil Conditions Trench Shoring Certified Underground Utilities Certified
Luanne Bean, PE	Construction Manager	30	M.S. Civil Engineering B.S. Civil Engineering Civil Engineer (CA) No. 50129 FEMA OPS - I HAZMAT First Responder/Operations Level DOT Offers of Bulk and Non-Bulk HAZMAT Packages Nuclear Waste Safety for Workers

C. RESUMES AND QUALIFICATIONS OF PERSONNEL

STAFF QUALIFICATIONS			
Name	Role	Years of Experience	Education, Certifications & Licenses
Robert H. Doss, PE	Construction Manager	35	M.B.A Management B.S. Civil Engineering Civil Engineer (CA) No. 31236 Caltrans Resident Engineer Academy Caltrans Office Engineers Academy
Eric Charlonne	Construction Manager	40	Contract Administration Model-netics Supervisor Program Construction Estimating and Public Contract Law
Akram Hindiye, PE, TE	Plan Check Engineer + Project Engineer/Designer	40	M.S. Civil Engineering B.S. Civil Engineering Civil Engineer (CA) No. 28510 Traffic Engineer (CA) No. 1452 OCTA Prequalified Pavement Inspector
Mahrooz Ilkanipour, PE	Plan Check Engineer	14	B.S. Civil Engineering Civil Engineer (CA) No. 74638 Qualified SWPPP Developer/Practitioner
Phil Kern, PE	Plan Check Engineer + Project Engineer/Designer	30	B.S. Civil Engineering Civil Engineer (CA) No. 40831 Civil Engineer (NV) No. 9144 Certificate CalEMA Safety Assessment Program Evaluator No. 68105
Tamara O'Neal, PE	Plan Check Engineer	23	B.S. Civil Engineering Civil Engineer (CA) No. 69107
Jennifer Peterson, PE, CFM, QSD/QSP, CPESC, LEED AP	Plan Check Engineer	29	B.S. Civil Engineering Civil Engineer (CA) No. 67821 Qualified SWPPP Developer Qualified SWPPP Practitioner Certified Floodplain Manager Certified Professional in Erosion & Sediment Control LEED Accredited Professional
Charles "Rick" St. John, PE	Plan Check Engineer	18	B.S. Civil Engineering Civil Engineer (CA) No. 57649
Padma Asam, PE, LEED AP	Plan Check Engineer	12	M.S. Structural Engineering B.S. Civil Engineering Civil Engineer (CA) No. C83896 LEED Accredited Professional
Corinne Maksymicz, EIT	Plan Check Engineer	4	B. S. Civil Engineering (Environmental) Engineer-in-Training (CA)
Vanessa Paneto, EIT	Plan Check Engineer	4	M.S. Civil Engineering B.S. Civil Engineering Engineer-in-Training (CA) No. 152200

C. RESUMES AND QUALIFICATIONS OF PERSONNEL

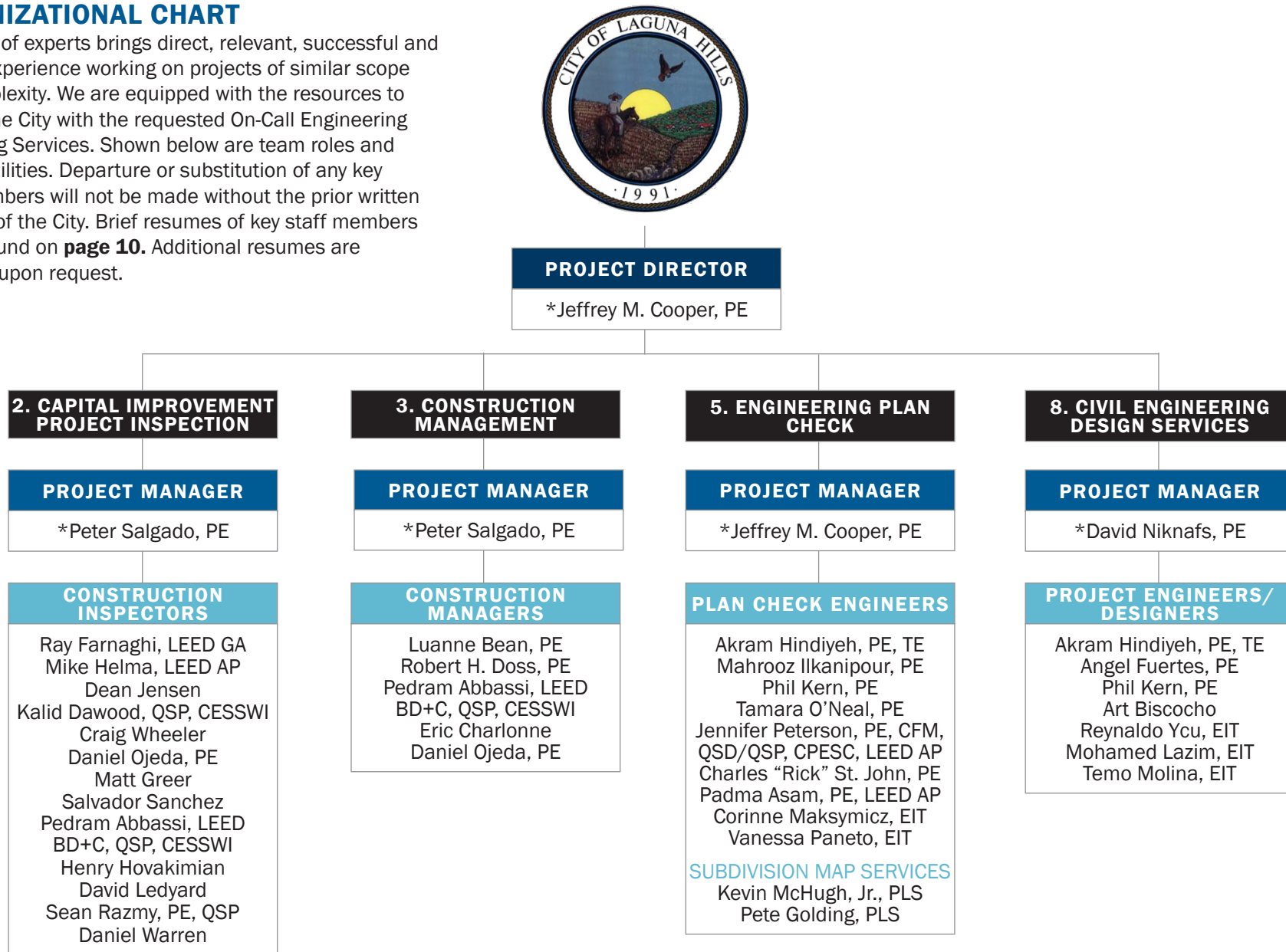
STAFF QUALIFICATIONS			
Name	Role	Years of Experience	Education, Certifications & Licenses
Kevin McHugh, Jr., PLS	Subdivision Map Services	35	A.A. Mathematics Professional Land Surveyor (CA) No. 6310
Pete Golding, PLS	Subdivision Map Services	43	B.A. Mathematics Professional Land Surveyor (CA) No. LS4768
David Niknafs, PE	Project Manager (Civil Engineering Design)	30	M.S. Civil Engineering B.S. Civil Engineering Civil Engineer (CA) No. 42697
Angel Fuertes, PE	Project Engineer/ Designer	35	M.S. Public Administration B.S. Civil Engineering Civil Engineer (CA) No. 40694
Art Biscocho	Project Engineer/ Designer	30	B.S. Civil Engineering
Reynaldo Ycu, EIT	Project Engineer/ Designer	15	B.S. Civil Engineering Civil Engineer, Manila, Philippines No. 32156 Engineer-in-Training (MD) No. 25784
Mohamed Lazim, EIT	Project Engineer/ Designer	10	B.S. Civil Engineering A.S. Mathematics and Engineering Engineer-in-Training (CA) No. 166401
Temo Molina, EIT	Project Engineer/ Designer	7	B.S. Civil Engineering Civil Engineer-in-Training (CA) No. 140997

Attachment: Professional Services Agreement - NV5, Inc. (1896 : On-Call Civil Engineering, Project Management and Support Services)

D. ORGANIZATIONAL CHART

ORGANIZATIONAL CHART

Our team of experts brings direct, relevant, successful and current experience working on projects of similar scope and complexity. We are equipped with the resources to provide the City with the requested On-Call Engineering Consulting Services. Shown below are team roles and responsibilities. Departure or substitution of any key staff members will not be made without the prior written approval of the City. Brief resumes of key staff members can be found on **page 10**. Additional resumes are available upon request.



*KEY STAFF

E. REFERENCES

REFERENCES

Provided below are three (3) references of clients for whom similar services have been performed in the last five (5) years that are comparable in quality and scope to that specified in this RFP.



CITY OF COSTA MESA

Bart Mejia
City Engineer

77 Fair Drive
Costa Mesa, CA 92626
714.754.5378
bart.mejia@costamesaca.gov

Services Provided:
Design Services for East 19th
Street Improvements



CITY OF CORONA

Nelsen Nelson
Public Works Director

755 Corporate Yard Way
Corona, CA 92880
951.736.2266
nelson.nelson@ci.corona.ca.us

Services Provided:
Plan Check
Services



CITY OF LAGUNA BEACH

David W. Shissler
Director of Water Quality

505 Forest Avenue
Laguna Beach, CA 92651
949.497.3311
dshissler@lagunabeachcity.net

Services Provided:
On-Call Construction Management
and Inspection Services

F. PROJECT UNDERSTANDING, OVERVIEW AND APPROACH

PROJECT UNDERSTANDING

We have based our project understanding on our review of the Scope of Work as included in the RFP and our work on similar assignments for cities and special districts throughout Southern California. It is our understanding that the City is seeking a professional engineering consulting firm to provide on-call services for various tasks and projects. NV5 is proposing to provide the following services as outlined in Section IV of the RFP:

- **2. Capital Improvement Project Inspection**
- **3. Construction Management**
- **5. Engineering Plan Check**
- **8. Civil Engineering Design Services**

APPROACH

NV5 is adept at providing professional, comprehensive engineering services on a per project or task order basis for all types of capital improvement projects. Below is our general project approach that will be modified and tailored to meet each project's needs.

PROJECT MANAGEMENT

All projects, regardless of size or complexity, will suffer if they are not managed properly. For this reason, we place high priority on developing a strong project organization and overall project management approach. Even with our broad depth of resources and experience, we recognize that people make projects successful. Quick and responsive solutions, while being sensitive to community issues, are the cornerstones of our accomplishments and company traditions.

PROJECT DELIVERY STRATEGY

The basis of developing a project delivery strategy is based on preparing a Project Management Plan (PMP). The PMP is a living document that will provide the organization and guidelines for project work and will demonstrate that the team has the technical capabilities to carry the project from inception to completion. Listed below are elements that will be included in the PMP.

- **Roles and Responsibilities:** This section requires the illustration and discussion of the project's organizational chart, job descriptions, reporting and functional relationships, as well as resumes for all key positions.
- **Work Breakdown Structure (WBS):** The WBS is the structure by which all work is organized and monitored. The WBS will be utilized for document and project controls, as well as tracking costs and budget.



- **Risk and Contingency Management Plan (RCMP):**

This plan establishes a risk register that enables the visibility and tracking of known risks. Additionally, the RCMP establishes the processes through which risks are responded to, measured and controlled. A component of this plan will describe the levels of contingency for each phase, the reasoning for those levels, and how surpluses or deficits in contingency will be handled.

- **Quality Assurance/Quality Control (QA/QC)**

Plan: This plan establishes quality procedures for all deliverables and project management. These procedures will be established for each phase of the project to make sure that all deliverables meet high quality standards, and will also include procedures to address deficiencies.

- **Project Controls Plan (PCP):** This plan will utilize the WBS noted above to confirm that all project work stays on schedule and within the budget. The PCP is a comprehensive approach to track project deliverables and the associated budget.

TIMELY COMPLETION AND SCHEDULE MANAGEMENT

Our approach to assuring that all phases of the project are completed in a timely manner is to establish and maintain an overall project schedule. All updates and changes are documented for the City's review. We also include City-mandated project milestones and points of essential input or review by the City team. In all cases, the City is notified in advance of each milestone and scheduled review so that it may prepare materials in an orderly manner.

Our ability to "drive" the project forward is our hallmark for success. We strongly believe that by aggressively and pro-actively managing the project and the performance of

F. PROJECT UNDERSTANDING, OVERVIEW AND APPROACH

project team members, we will produce positive results and complete the project in a timely manner.

MANAGING PROJECT BUDGET

Utilizing budget control and reporting tools, we focus on accountability, documentation and record keeping, and frequent communication of key project issues with the City.

Project managers apply budget control systems and carefully monitor project budgets. Project managers closely track work quality of all members of the project team to ensure budgets are adhered to. Work and budget plans are prepared before work is started and are submitted to the City program manager for approval. After those are secured, the project manager monitors the team members to ensure the work is done within the scope of services identified and the work is being performed within the budget and schedule approved by the City program manager. Specifically, project managers monitor that milestones are met, funding strategies are implemented, and that there is regular invoicing for fund reimbursements. Anything not meeting the performance expectations is brought to the immediate attention of the City.

QUALITY ASSURANCE/QUALITY CONTROL

During the design phase, we will perform extensive constructability and value engineering reviews of the design documents. We will identify the critical areas of design and focus our reviews accordingly. These areas include grading/drainage, asphalt and concrete paving improvements, traffic signal modifications, ADA accessibility, quality and specifications of hardscape materials, site lighting, and irrigation systems.

During construction, we will coordinate all required project inspections and reports. We will ensure that the various City inspectors are contacted by the Contractor according to City requirements and will attend/facilitate meetings and on-site inspections to ensure that all work is being constructed and approved according to the contract documents and project schedule.

The oversight of the Contractor's Quality Assurance and Quality Control programs is very important to the success of any project. We will establish a protocol with the Contractor to ensure that the work that is performed on a day-to-day basis is in compliance. We also will require that the Contractor submit a project-specific QA/QC program that specifically outlines and addresses the critical issues and areas that we identify during the design phase of the project. We also will require that the Contractor designates an on-site team member as QA/QC manager to be

responsible for conducting walk-throughs and to perform periodic checklists to ensure that all work complies with the QA/QC manual. All deficiencies will be documented, and all remedial work will be managed by NV5 and the necessary consultants.

PROGRESS REPORTING

We will create financial reports and project status reports to monitor the overall program delivery. Through these reports, we will develop a project control system with "checks and balances" to accomplish the following:

- Provide accurate, up-to-date information on project budgets, status of work, emerging project issues
- Provide up-to-date financial expenditures to assist the City regarding the burn rate on the project among various programmed phases, as well as the type of revenues being expended
- Implementation of the "checks and balances" monitoring of budgets. By creating reports, the "checks and balances" are achieved in several ways:
 - The project manager will verify accuracy of budget expenditures and make any needed corrections immediately
 - The City can review to double-check eligible expenditures are in line with the Council's approved budgets
 - The public works director can quickly examine the status and funding of the project

DESIGN MANAGEMENT

Our team focuses on three elements to ensure the timely and successful completion of the project design. These are:

- **Prevention of Scope Creep:** We will work closely with the City and design team to ensure a disciplined effort that keeps the original project goals and objectives in clear focus.
- **Establishment and maintenance of a design schedule:** We will ensure that critical review and completion milestones are met. Should the schedule slip, we will work closely with the design team to formulate a recovery plan.
- **Extensive reviews of the plans and specifications:** We will ensure that all disciplines are coordinated and that there are no conflicts. This will minimize the potential for any change orders.

COST ESTIMATING

The basis for reliable cost estimates will be the development and updating of standard project bid items,

F. PROJECT UNDERSTANDING, OVERVIEW AND APPROACH

refinement of the existing Caltrans cost estimating guidelines and to identify the big-ticket items that generally control project costs. Typically 10-15 items (sometimes less) drive project construction costs. We are very good at early identification and analysis of those key construction items, and, as a result, our initial estimates generally prove accurate.

NV5 maintains an extensive database of unit prices for public works construction items. This database is regularly updated to formulate accurate cost estimates.

SCOPE OF SERVICES

NV5 offers a wide range of services. As such, we offer the City the following standard Scope of Services, which can be tailored to your specific project needs.

PROJECT MANAGEMENT

KICKOFF MEETING

Following the notice to proceed, the NV5 team will schedule and attend a kickoff meeting with City staff to initiate the project; establish lines of communication; review and refine, if needed, the project scope of work and schedule; establish design guidelines; discuss project parameters and constraints; and obtain background information.

FIELD REVIEW

A minimum of one field walk will be scheduled at the project location to ensure a detailed depiction of existing conditions and work requirements on the plans and specifications. NV5 believes that clear and concise plans and specifications are achieved through a total understanding of the existing conditions, properties and environment of the project. Consequently, the NV5 team will conduct site visits as required to ensure a proper design.

PROJECT REVIEW MEETINGS

At project review meetings, we will review project status, including progress, budget and schedule. The review meetings will be scheduled at the 60%, 90% and 100% submittals to obtain the City's and other involved parties' comments. At each meeting, we will prepare a meeting agenda and minutes, including action items.

DATA COLLECTION

NV5 will research the City's and other records to obtain all available as-built improvement plans and record drawings, atlas maps, parcel maps, right-of-way data, address/business lists, reports and any other information

pertinent to the project. Collection of data also will include contact and coordination with other City departments and agencies, if necessary.

UTILITY RESEARCH AND COORDINATION

Following the notice to proceed and using the City's standard contact form, we will notify, in writing, each utility purveyor of the City's proposed plans and request copies of record drawings or atlas maps of existing and proposed facilities within the project boundary. Utilities shown on the record drawings will be surface verified and added to the base map, along with the most recent easement lines shown for each facility. We will prepare a utility notification log to track utility company responses, including contact information and dates of all outgoing and incoming correspondence. City staff will be informed on all discussions with utility companies via written meeting minutes or records of telephone conversations.

TOPOGRAPHIC SURVEY

Field and record information will be acquired to complete a topographic survey for design purposes. As required, we will provide surveying tasks that meet the project goal, including, but not limited to, topographic survey, preparation of legal descriptions and exhibits, and any other document required for right-of-way takes, easements and plats.

HYDROLOGY/HYDRAULICS

If required, our team can provide a complete hydrologic evaluation of the project drainage area and tributary areas to determine flow quantities and hydraulic design of the project components needed to convey these flows. Hydraulic calculations will be prepared to evaluate the size and capacity of items such as streets, curbs and gutters, pipes, ditches/swales, and catch basins.

- NPDES Reports, WQMP and SWPPP. NV5 will prepare the required NPDES reports for the related projects. Our team has gone through the education and training required by the Water Quality Control Board and has certified QSP/QSD engineers to prepare and administer the installation of Storm Water Pollution Prevention Plans (SWPPP). We will analyze and identify the appropriate level of SWPPP based on the location of the project in respect to the critical and sensitive water bodies in the City. The plan will be submitted and approved prior to construction. Water Quality Management Plans are also an integral part of the projects and required per the City's NPDES permit. NV5 will prepare a WQMP using all pertinent standards from county, city, Regional Water Quality Control Board any other relevant projects. The WQMP

F. PROJECT UNDERSTANDING, OVERVIEW AND APPROACH

will be part of the project records after completion of the project.

- Water/Sewer Studies Network Analysis. NV5 will prepare and provide studies for water and sewer, as required by the project or assigned by the City. We will research existing records, master plans, documents and other available data and prepare hydraulic analysis for the facilities.

PLAN PREPARATION

The improvement plans will be prepared to conform to the general requirements of the City with consideration for the needs of the contractor's construction operations. NV5 will deliver completed and approved construction drawings on or ahead of the project schedule. All plans will be prepared and submitted in a manner that ensures a complete design approved by the City with assumed plan checks during the submittals (60%, 90% and 100%). The construction drawings will conform to the appropriate applicable standard plans.

TECHNICAL SPECIFICATIONS

Special provisions, describing project-related issues and the technical requirements, will be prepared. The special provisions will describe special design and coordination features of the project, as well as provide requirements for materials, equipment, installation and workmanship. A bid schedule also will be prepared and broken out into sufficiently detailed tasks to assist in evaluating the bids and preparing progress payments. City-furnished contract and insurance documents and a reduced set of drawings will be included in the complete specification package.

COST ESTIMATE

Detailed construction cost estimates will be developed for each plan submittal to the City. The estimates will incorporate price quotes from equipment vendors and will reflect the most recent trends in construction pricing.

We will provide two hard copies and one electronic copy of the construction ready plans and technical specifications based on 100% review comments from the City. The final quantities and construction cost estimate also will be submitted based on the construction-ready plans. As part of the final submittal and at the City's request, we can provide all affected utilities with the final plans and specifications.

CONSTRUCTION ASSISTANCE

Our firm specializes in construction support and management for numerous public agencies in Orange, San Diego and Los Angeles counties. We build close relationships with our clients to ensure a successful

construction project. As part of our construction assistance, we will provide the following support role tasks:

- Provide design clarification of contract documents and respond to a contractor's RFIs within five working days of the RFI submittal (pre-bid and construction phases)
- Review contractor submittals, shop drawings and material certifications
- Provide as-built drawings on 22- by 34-inch-high quality Mylar within 10 calendar days of receiving construction redline drawings from the City.

RIGHT-OF-WAY

Our first step will include property research to establish the existing right-of-way as a basis for determining the potential for additional right-of-way requirements. Eliminating the property needed and minimizing impacts to properties will be a primary design goal. However, should the acquisition of additional right-of-way be necessary, each parcel where a right-of-way take may be required will be thoroughly evaluated. As required, we will prepare plat maps, legal descriptions, final maps for recording, and other necessary documents for the identification of existing and proposed rights-of-way, as well as temporary construction easements.

CONSTRUCTION MANAGEMENT AND INSPECTION

NV5 views construction management not simply as a list of tasks grouped by category but as a sequential and thorough process. We will provide all of the following tasks we feel may be required to meet the project objectives.

PROJECT STARTUP, COORDINATION AND ORIENTATION PHASE

This phase is essential to establishing communications, setting protocols and building the procedural framework for the project. In particular, we establish communications between the project team, including the construction management team, City staff, engineering design team, contractor, utility companies, and other interested parties, to the resolution of construction issues. Our pre-construction services can include:

- Review funding with the City to affirm the special requirements affecting the work, and identify accounting and reporting requirements that will be followed.
- Develop a project-specific management plan that outlines the procedures for all team communications, reporting, review and approval of critical submittals, protocol for weekly meetings, distribution of documentation, change order procedures, and other necessary procedures in order to streamline the

F. PROJECT UNDERSTANDING, OVERVIEW AND APPROACH

project. Ensure buy-in from all project members prior to the start of construction.

- Establish and ensure implementation of a coordination plan to coordinate work (e.g. utility facility relocations) and work impact (e.g. traffic and access) with all affected agencies including utilities, police and fire departments, homeowners associations, and special districts.
- Prepare a master project schedule and follow up with contractor on a regular basis to make sure completion is within the scheduled time.
- Ensure that each member of our project team will have access to a mobile office that includes a laptop, internet/email access, mobile phone, mobile project files, digital cameras and other required materials. Our construction managers and inspectors are always available via mobile phone for easy access and continuous communication.

CONSTRUCTION PHASE

NV5 will focus on the daily tasks that are required to ensure the contractor is executing the work according to the accepted CPM baseline schedule, the budget is maintained, and the City is informed and involved on all decisions and aspects as the project is delivered. Timing is critical, and expedient managerial procedures will be a key factor for staying on schedule and within budget. Our construction phase services can include:

- Facilitate a pre-construction meeting to cover, at a minimum, the overall project objectives, responsibilities of key personnel and agencies, schedules, schedule of values, submittal procedures, correspondence, utility relocations, local agency permit requirements, RFQ/RFI processes, progress payments, change orders, safety issues, emergency response requirements, and all other pertinent topics. NV5 will provide opportunities to have the contractor's questions answered and will collect all of the required submittal items at that time. Meeting agendas and minutes will be prepared and distributed to all attendees.
- Coordinate weekly progress meetings with City staff and the contractor to update the status of the project and discuss the schedule, near-term activities, clarifications and problems that need resolution, coordination with other contractors, change order/submittal/RFI status, safety issues, OSHA visits and citations, etc. Coordination also will include preparation of agendas and meeting minutes. Meeting minutes will be distributed to the contractor



and City staff for comments within three (3) days, and the final and approved minutes within two working days of receipt of comments.

- Immediately document and notify the City of any defects or hazardous conditions observed in the vicinity of the project site prior to, during, or after the construction work.
- Provide project coordination for project control during the construction period by monitoring the contractor's work progress, personnel, equipment and materials to ensure that adequate resources are available to meet the project schedule and that the contractor's work is in compliance with the contract documents. Coordination will include ensuring that City activities (such as bus routes, street sweeping and trash pickup) and responsibilities are addressed and appropriately scheduled so as not to affect the progress of the work.
- Require the contractor to maintain an updated set of drawings, specifications, addenda, bulletins, change orders, or other document updates at the jobsite. Updates shall incorporate modifications and changes from all sources, such as submittals, RFIs, field orders, etc.
- Process RFIs and ensure timely distribution to and response by appropriate project team members (City staff, engineer, other agencies). Response to RFIs shall take no longer than seven (7) calendar days. We will coordinate all technical support and constructability reviews during preparation of responses to RFIs and maintain an RFI log to track closed and outstanding RFIs.
- Ensure an efficient submittal process, beginning with the contractor delivering a submittal schedule for review within 10 calendar days after the effective

F. PROJECT UNDERSTANDING, OVERVIEW AND APPROACH

date of the construction contract. NV5 will provide technical support during review of the submittal schedule (and, at a minimum, weekly thereafter) to ensure compliance with the contract documents and note any matters of concern to the City, such as potential impacts to schedule. We will monitor, process and forward for approval all submittals and ensure timely distribution to and review by appropriate project team members (City staff, engineer, and other agencies).

- Review and recommend for approval the contractor's CPM baseline schedule and, upon acceptance, adopt for the remainder of the project. Monitor work progress in accordance with this baseline schedule on a daily, weekly, monthly basis to ensure the contractor maintains all milestone and critical-path dates. Indicated slippage will be addressed during the project meetings and written reports.
- Review and respond to requests for design revisions by the contractor. Provide recommendations and forward all responses for approval to the City and/or design engineer prior to transmitting to the contractor.
- Coordinate evaluation of and provide recommendations for "or-equal" or product substitution requests with the design engineer, the City, vendors, manufacturers and others.
- Initiate and review field orders when a change in the work is needed to maintain the design intent. We will issue field orders to the contractor and monitor the work for compliance. Changes will be logged and recorded in the record specifications and plans. If required, we will follow up with a change order within 14 calendar days of mutual agreement with the contractor on pricing and conditions.
- Receive, evaluate for reasonableness and cost effectiveness, negotiate, and recommend for approval any submitted change orders by applying knowledge of prevailing wage rates, material unit cost guide publications, quantity take-offs, or other measures required in order to substantiate and/or negotiate change orders. Maintain a change order log to track executed and potential change orders and monitor the amounts against the total construction contract.
- Develop a cost control system to monitor actual versus estimated costs, and differences will be included in weekly status meetings. For authorized work, accounting records will be maintained using contract unit costs. For any additional work, accounting records will reflect actual costs of time and materials.

- Review contractor(s) Safety Program for compliance with the City standards as well as any OSHA regulations. Recommend contractor(s) submit site-specific safety plans that identify the risks and liability arising from specific operations relating to the project.
- Maintain a safe working environment. All NV5 personnel will wear hard hats, safety vests, and rubber-soled shoes at all times while on-site.
- Create and maintain a daily account of all construction activities. Request, review, analyze, and use for reporting the daily construction reports as generated by the contractor(s). This will be a vital source of information for identifying and reviewing potential delays, weather impacts, labor shortages, untimely deliveries of long lead items, and other factors that can lead to schedule and cost impacts. Adverse findings will be included in weekly status meetings.
- Review and forward for approval the contractor payment applications. Conduct the monthly "pencil draft" with the contractor to review the progress to date and verify that payment applications represent work in place and are in compliance with the accepted SOW and the requirements of the construction documents. Once the payment applications are reviewed and approved, and once we have verified that the contractor's record drawings are current, the construction schedule is updated, and weekly certified payroll reports are submitted, we will forward to the City for approval.
- Enforce Labor Compliance requirements, including completion of Federal Labor Compliance Pre-job checklist. NV5 will ensure all certified payroll reports are submitted each month with the payment applications. We will use our in-house experts to review these reports, verify payroll amounts against wage reports, and then submit to the City for filing. NV5 will work with the contractor to correct any and all labor compliance violations.
- Ensure compliance with funding requirements set forth in pre-construction phase and assist the City as necessary with reimbursement procedures.

INSPECTION

Detailed and accurate quality control inspection of the contractor's work is required for successful project completion. Our inspector will discuss any appropriate revisions to the contractor's methods and coordinate with the City's project manager and inspector at all times that work is progressing. Our inspection services can include:

F. PROJECT UNDERSTANDING, OVERVIEW AND APPROACH

- Review and become familiar with all contract- and construction-related documents, including plans and specifications, traffic control plans, construction schedules, construction sequences and permitting requirements; present any concerns during pre-construction meeting. Attend subsequent progress meetings to maintain communication regarding issues or problems. For all projects, maintain correspondence file and copy all contractor communications to the City.
- Perform daily field and quality control inspections and measurements of the contractor's work, submittals, and construction materials to ensure all conform to the contract documents, City codes and ordinances, "Greenbook" Standard Specifications, Manual of Traffic Controls for Construction and Maintenance Work Zones, Caltrans Construction Manual, and all other applicable codes and regulations. Health and safety measures will be strictly enforced to maintain a safe construction environment.
- Prepare daily reports detailing work completed and/or other activities for each day the contractor performs work. Daily reports will be kept in a bound notebook and will state at a minimum the date, weather conditions, traffic control measures taken, progression of work, materials used, and subcontractors, equipment and employees on-site, and any major incidents/safety violations. We also will prepare reports of deviations and non-conformance to specifications and provide responses in accordance with the specification requirements. Notices of non-compliance will be immediately delivered to the contractor for any and all deviations.
- Perform weekly progress photos and a video survey at project initiation. We will perform and will require the contractor to perform, and will review for completeness and quality, the essential photographic logging as required in this project. Documentation will be used for monthly reporting to the City, updates for informational websites, and documentation for any potential claims by contractor. Photos and a video survey also will ensure that the site is returned to its original condition at the end of the construction period.
- Maintain a digital photo library of significant construction activities. We will take additional photos to document differing site conditions, change orders and claim items. We will incorporate the photos taken by others in the overall photo documentation record of the project.
- Monitor utility coordination as set forth in pre-construction meeting, reporting conflicts to the City and recommending course of action.
- Ensure compliance to coordination plan set forth in project startup to mitigate construction impacts to businesses and residents, altering and revising the coordination plan as project demands require. As part of the coordination plan, monitor site safety, public safety and convenience, reporting problems to the City.
- Ensure implementation of a traffic control plan that is in accordance with the latest "Work Area Traffic Control Handbook" (WATCH) manual requirements, the City's requirements, and the contract documents.
- Ensure compliance with funding requirements set forth in the pre-construction phase, conducting field employee interviews as necessary and reporting resulting information to the City. Provide complete measurements and calculations to administer progress payments, ensure contractors submit certified payroll reports, and make recommendation for payments.
- Maintain a change order log to track executed and potential change orders and monitor the amounts against the total construction contract, as well as times of dispute and notification, and action taken.
- Compile detailed punch lists with the City, consultants, and contractor. NV5 will conduct a preliminary walk-through with the contractor to ensure there are no blatant issues and to generate a preliminary punch list. After completion of the preliminary punch-list items, prepare the final punch list and coordinate with contractor for item completion. All punch lists generated will include schedules for completion.
- Upon project completion, conduct final inspection, closeout permits, including encroachment and construction/excavation, and prepare and submit as-built plans to the City.

POST-CONSTRUCTION PHASE

NV5 is committed to executing an expedient closeout schedule. We have had considerable success in outlining the requirements during the initial start of construction and monitoring progress on a monthly basis with milestones. Our philosophy on such projects is "closeout starts during pre-construction." Our efforts will begin at the outset to outline and anticipate all project closeout deliverables. Financial closeout is a critical activity, and it is best to have the contractor negotiate final contract amounts once their subcontractors' scope of work is

F. PROJECT UNDERSTANDING, OVERVIEW AND APPROACH

complete. Our post-construction phase services can include:

- Document and provide the results of the work to the satisfaction of the City. This may include preparation of field and final reports, or similar evidence of attainment of the Agreement objectives.
- Compile detailed punch lists with the City, consultants, and contractor. NV5 will conduct a preliminary walk-through with the contractor to ensure there are no blatant issues and to generate a preliminary punch list. After completion of the preliminary punch-list items, the project manager will conduct a punch-list walk-through with the consultants to generate a second punch list, if required. After completion of the consultant's punch-list items, the Project Manager will conduct the official punch-list walk-through with City staff and the engineer (and all subs if necessary) to generate the official and final punch list. All punch lists generated will include schedules for completion.
- In the event contractor claims arise, act on behalf of the City to review, evaluate, negotiate and recommend rejection/approval of such claims by our in-house expertise. All potential claims will be identified, logged, monitored and reported immediately to the City. Monitor the collection and completeness of the closeout packages for all components, and then turn in the final project records and documents to the City.
- Investigate any claims for damages by private parties and respond in writing within two calendar days of receipt of claim. Responses will be coordinated with the City's project manager.
- Advise the City when it is appropriate to file the notice to completion based on all expired time and other conditions required.
- Review the contractor's final application for payment for completeness and forward to the City for approval.
- Maintain all relevant records for a minimum of three (3) years. Allow all authorized federal, state, county and City officials access to all relevant contract records pertinent to these projects.

PLAN CHECK

Our primary approach is to serve as a direct extension (i.e. surrogate staff) of the City staff. NV5 will take every measure possible to see that the City's timeline is met, including prompt hand-carrying of plans when performance of service is requested. It is our intention to consistently beat the plan review turnaround times while assuring continuous quality and reasonable implementation of



the state codes and all local amendments. We will put forth a coordinated effort and responsibility to track and coordinate all applications or requests received in the City.

All plan check services will be driven by the accepted architect-engineering and industry professional practices and will comply with the applicable regulations. Turnaround times of plan checks are crucial, and we intend to return plan checks within a maximum 10 working days.

We understand how essential it is for individual departments to work together to build a successful project. Our philosophy is to work closely with all departments, divisions and agencies to eliminate redundancy and increase efficiency. We understand the difficulties in interpreting design standards, and we take pride in providing solutions for your constituents.

Outlined below is the general process the NV5 team utilizes to provide plan review services. This is presented as a guideline to be adjusted according to the processing procedures of your jurisdiction. We will work with the City in a seamless manner for review of plans for code compliance and keeping projects moving to the finish line.

TRANSMITTAL

NV5 will coordinate with the City on the pickup and delivery of all plan review documents and maintain accurate and comprehensive records related to all plans, calculations and documents received.

We will screen and log every application to ensure they are routed to all plan checkers in a timely manner. All submittals are checked for compliance with relevant state and local requirements. The log serves as a tracking device to ensure turnarounds and completeness of review. To expedite transmittal of all documents, packages will be transmitted via messenger service for same-day delivery or FedEx overnight delivery.

F. PROJECT UNDERSTANDING, OVERVIEW AND APPROACH

CORRECTIONS

NV5 will ensure that corrections are handled as quickly and as clearly as possible. We will identify all corrections based on compliance with specific standards, codes and regulations. We will either provide notes on the plans as appropriate, or provide a correction sheet detailing which items need to be addressed for plan approval.

Each project will be reviewed with strict adherence to our company policy of independent objectivity as a third party. Projects have ranged from the simple to the complex across all types of construction. Our wide exposure and expertise allows us to provide impartial and comprehensive plan reviews clearly indicating the applicable codes and standards and documenting noted deficiencies. Our reviews are individually prepared for each project and are not generated from standard checklists or pre-formatted comments. Our Plan Review Reports are written to provide the design team with a clear and concise understanding of the issues. Comments from each discipline are grouped together for easy reference, and each comment references a specific item in the plans or specifications, as well as a reference.

APPROVALS

Upon completion of each plan review, plans and supporting documents will be returned to the City stamped as approved. Approval only will be given when all compliance issues are resolved to the best of our team's knowledge and all requirements of the City are satisfied.

ACCELERATED PLAN REVIEW

In most cases, we will complete the initial plan review in 10 working days and considerably less time for re-checks. However, some plans may require expedited review. At your request, we will perform plan review services within an accelerated time frame. Accelerated plan review will require an additional fee, agreed upon by the applicant and NV5. If possible, we recommend the Engineer of Record submit certain documents to the City in hard copy and electronic (pdf) format so that documents could be transmitted via FTP servers for a quicker transmittal.

MEETINGS

We will conduct and coordinate all communications with the City for plan review comments to ensure that plan review issues are handled efficiently. During the plan review process, we are prepared to meet with City staff and the applicant at any time. Our goal is to issue approved plans as quickly as possible, but in full compliance with local codes, ordinances and guidelines. Our experience suggests greater involvement early in the design process

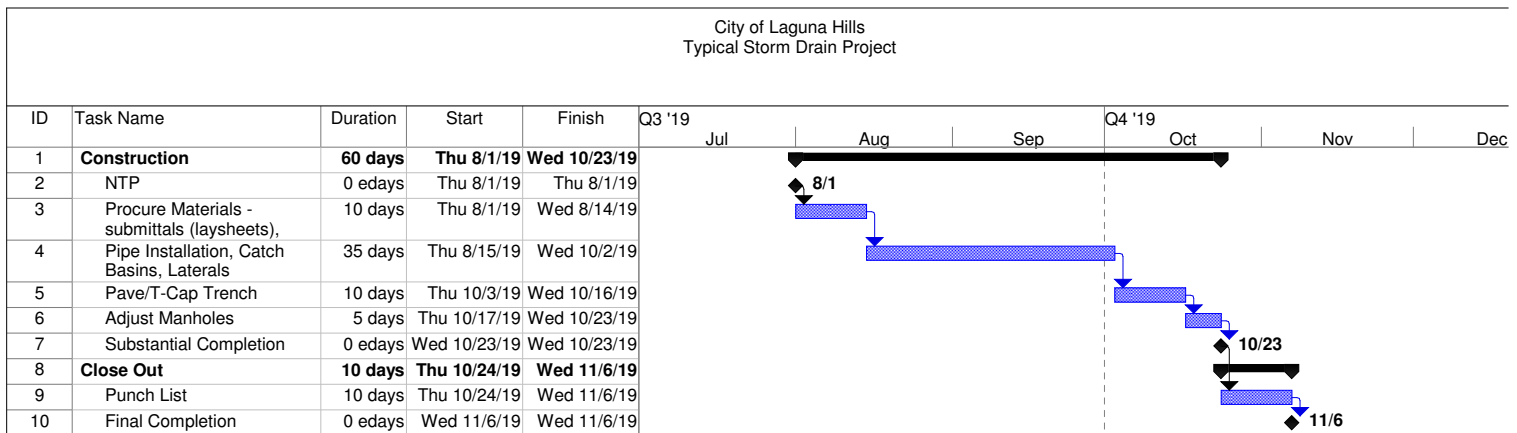
yields exceptional benefits. We feel it is helpful to be involved in Development Review meetings for projects subject to the Planning Review process.

Plan reviews will be accomplished within 10 working days from the date of City's notice. If a longer period is required due to the size or complexity of the project, we will inform staff up front. In addition to providing our review and written report, we are available to assist City staff in assessing design team responses to our comments.

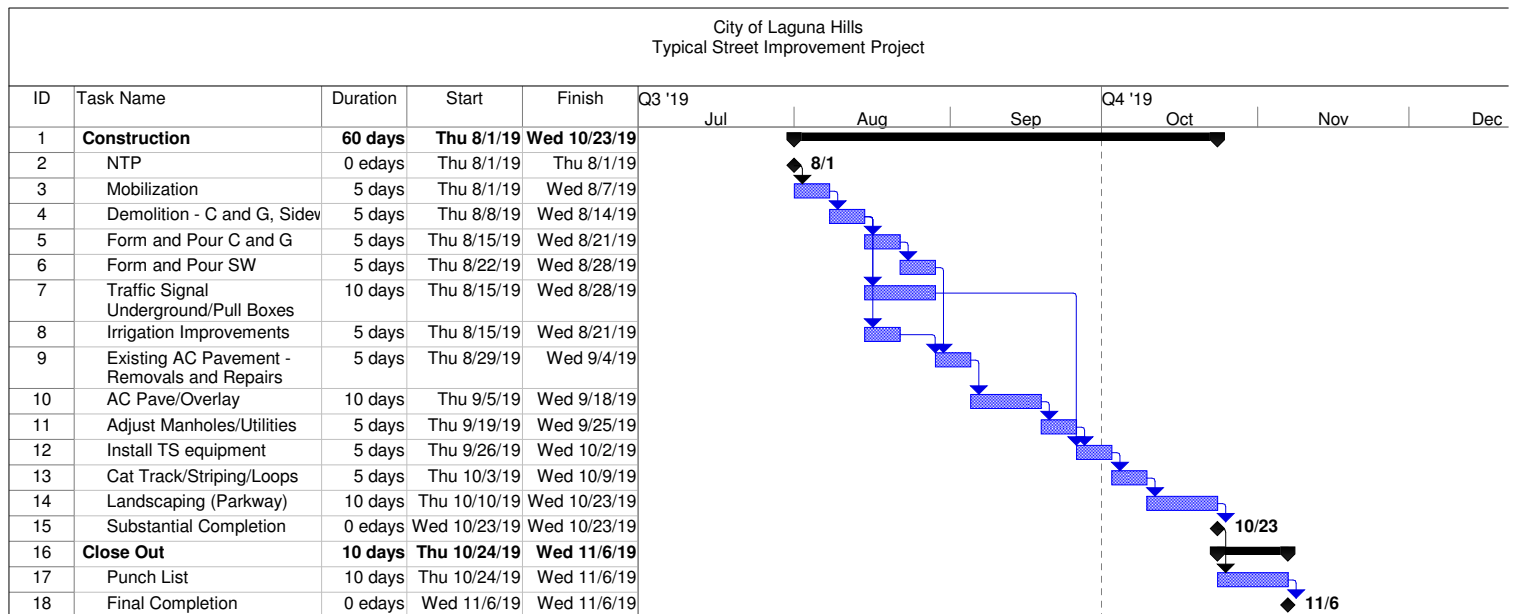
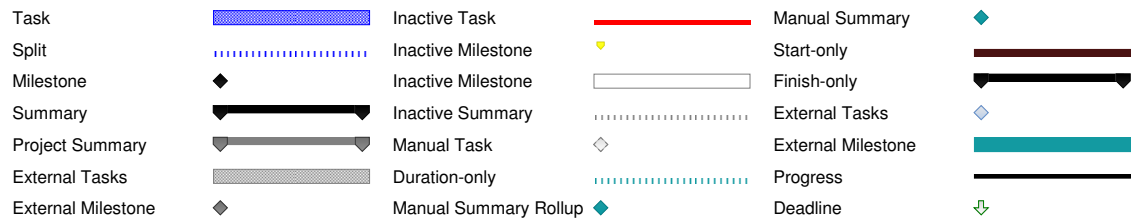
G. SCHEDULE

CONSTRUCTION MANAGEMENT AND CAPITAL IMPROVEMENT PROJECT INSPECTION

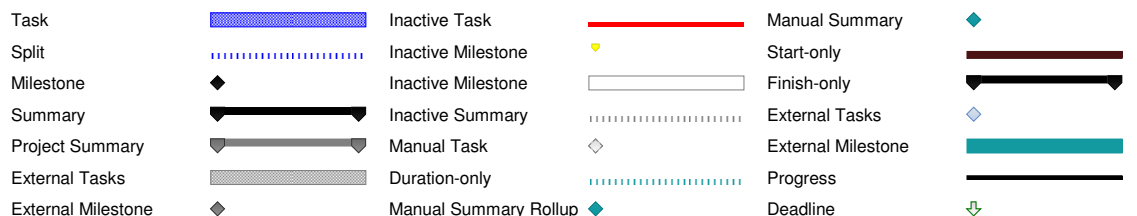
Below are sample project schedules for projects that are comparable in quality and scope to that specified in the RFP.



Project: Storm Drain
Date: Fri 5/17/19



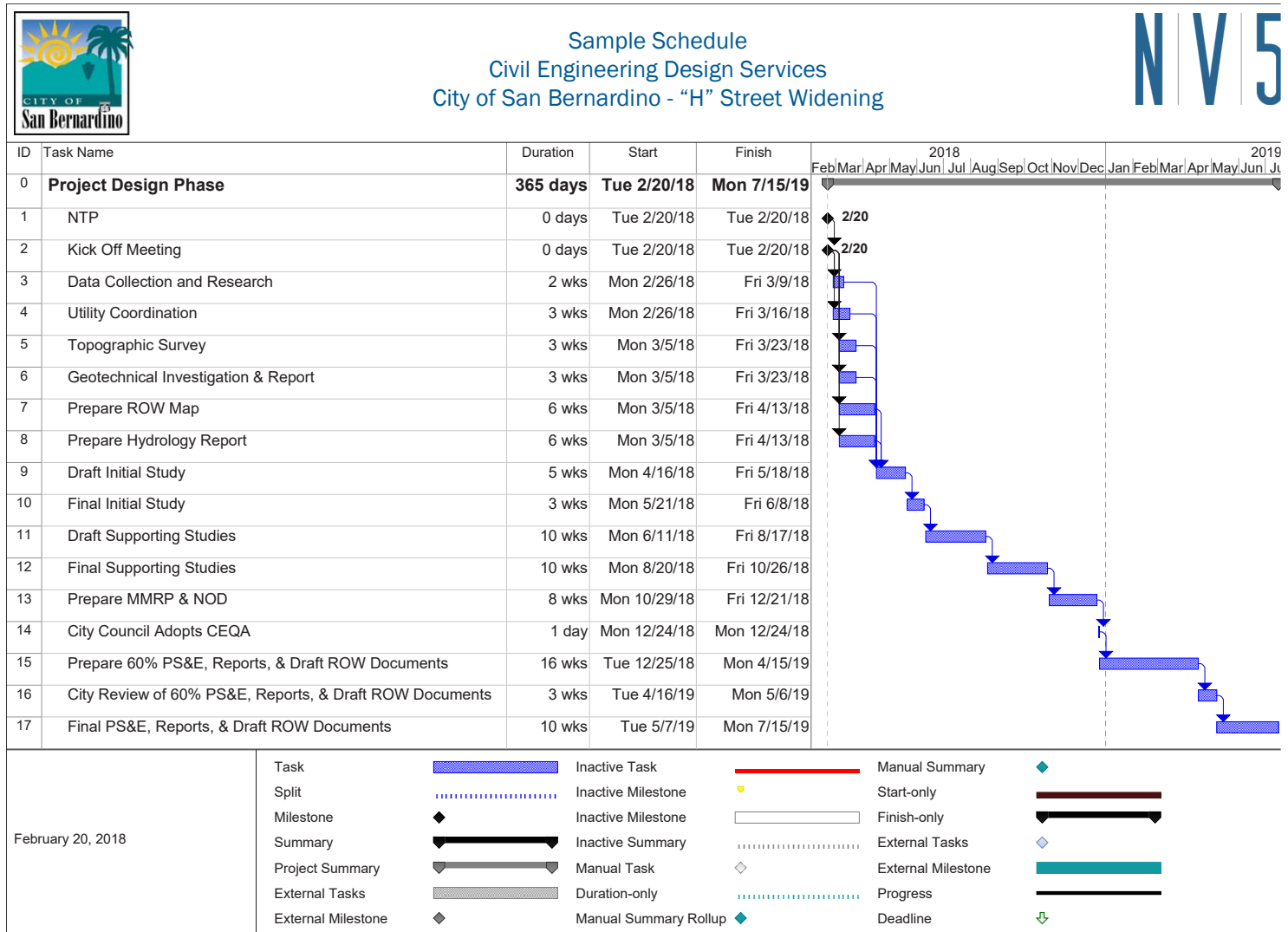
Project: Street Improvement
Date: Fri 5/17/19



G. SCHEDULE

CIVIL ENGINEERING DESIGN SERVICES

Below is a sample project schedule for a project comparable in quality and scope to that specified in the RFP.



ENGINEERING PLAN CHECK SERVICES

Below is a sample schedule for plan check services comparable in quality and scope to that specified in the RFP.

Plan Check Schedule	
Task/Phase	Working Days
1st Plan Check	10
2nd Plan Check	5
3rd Plan Check	3
*Based upon receipt of the plan check	

H. COMMUNICATION PLAN

WHY NV5?

- ☑ PROVIDING RELIABLE, RESPONSIVE AND COST-EFFECTIVE ENGINEERING SERVICES
- ☑ USING LOCAL KNOWLEDGE FROM PREVIOUS LOCAL AGENCY PARTNERSHIPS AND EXPERIENCE
- ☑ MEETING THE CITY'S NEEDS



MOBILIZE QUICKLY
TO PROVIDE SERVICES



CLEAR COMMUNICATION
ONE POINT OF CONTACT



EQUIPPED
WITH RESOURCES



QUICK RESPONSES TO
ISSUES AND CONCERNS

UNDERSTANDING THE NATURE OF ON-CALL CONTRACTS AND THEIR CHALLENGES ALLOWS US TO MEET YOUR NEEDS AND ACHIEVE YOUR GOALS

COMMUNICATION PLAN

NV5 places a high importance on communication, and our communication plan can be tailored to meet the City's needs. Generally, our communication plan includes the following:

NV5 will meet with City project representatives regularly and remain in constant communication to ensure successful and timely delivery of the project. Biweekly meeting agendas, if necessary, will be distributed at least two working days before each meeting. Meeting minutes will be distributed within one week of the meeting, identifying actions, items, assignments and due dates. Utilizing this technique will ensure consistency in decisions and will provide a concise list of tasks to be accomplished by each participant and a specific time schedule to complete the task.

Senior staff will meet with assigned project personnel as needed and remain in constant communication to ensure successful and timely delivery of the project. Utilizing this technique will guarantee adequate technical support, thorough review and analysis of project issues, consistency in decisions and recommendations, and will provide a concise list of tasks to be accomplished by each team member and a specific time schedule to complete the task. This constant communication, in conjunction with in-person meetings, allows our staff to meet project milestones.

Our approach to ensuring that all phases of the project are completed in a timely manner is to establish and maintain an overall project schedule. All updates and changes are documented for the City's review. We also include City-mandated project milestones and points of essential input or review by the City team. In all cases, the City is notified in advance of each milestone and scheduled review so that it may prepare materials in an orderly manner.

In addition, each member of our team has access to a mobile office that includes a laptop/ipad, internet/email access, mobile phone, mobile project files, digital cameras and other required materials. Our team members are always available via mobile phone and email for easy access and continuous communication.

Our ability to "drive" the project forward is our hallmark for success. We strongly believe that by aggressively and proactively managing the project and the performance of project team members, we will produce positive results and complete the project in a timely manner.

APPENDIX

ATTACHMENT 1

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

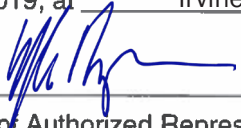
ATTACHMENT 1

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 9th day of May, 2019, at Irvine, California.



Signature of Authorized Representative

Jeffrey M. Cooper

Name of Authorized Representative

Director of Infrastructure

Title of Authorized Representative

J. CERTIFICATE OF INSURANCE

City of Laguna Hills
RFP ON-CALL CIVIL 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: Jeffrey M. Cooper
Name (Please Print or Type)

By:  Director of Infrastructure
Consultant's Signature & Title

Date: May 9, 2019

This executed form must be submitted with proposal.

K. CERTIFICATION OF PROPOSAL

City of Laguna Hills
RFP ON-CALL CIVIL 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;

K. CERTIFICATION OF PROPOSAL

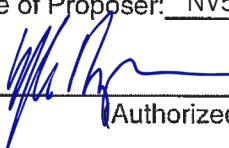
City of Laguna Hills RFP ON-CALL CIVIL ENGINEERING CONSULTING SERVICES

- 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 May 29, 2019.

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

Executed this 9th day of May, 2019, at Irvine, California.

Name of Proposer: NV5, Inc.

By:  (Authorized Signature)

Type Name: Jeffrey M. Cooper

Title: Director of Infrastructure

Date: May 9, 2019

I. COMPENSATION/PAYMENT SCHEDULE

Fee Schedule

NV5

ENGINEERING SERVICES	HOURLY RATE
Principal	\$230
Project Manager	\$160
Quality Assurance Manager	\$160
Senior Engineer	\$150
Project Engineer	\$130
Assistant Engineer	\$110
Designer	\$110
Engineering Technician	\$90
CADD Drafter	\$90
Administration	\$90
MUNICIPAL SERVICES	HOURLY RATE
Principal	\$230
Program/Project Director	\$190
Project Manager	\$160
City Engineer	\$160
Assistant Project Manager	\$150
Plan Check Engineer	\$125
Public Works Technician	\$90
Permit Technician	\$90
CONSTRUCTION SERVICES	HOURLY RATE
Senior Construction Manager	\$185
Construction Manager	\$150
Office Engineer	\$120
Project Controls Engineer	\$120
Labor Compliance/Documents Control	\$90
Construction Inspector (Prevailing Wage)	\$138
Construction Inspector (Non Prevailing Wage)	\$125
Building Inspector (Non-Prevailing Wage)	\$110
Surveying (2-person survey crew)	\$250*
REIMBURSABLE EXPENSES	COST
Reproduction	Cost + 10%
Consultant Services	Cost + 15%
Automobile Transportation	\$.54 per mile
Delivery, Freight, Courier	Cost
Agency Fees	Cost
Commercial Travel	Cost

*Assumes prevailing wages are applicable for field work.

I. COMPENSATION/PAYMENT SCHEDULE

SAMPLE SCHEDULE OF COMPENSATION/FEES

See sample fee proposals below for projects comparable in quality and scope to that specified in the RFP.

NV5

FEE PROPOSAL - ESTIMATE

CITY OF LAGUNA HILLS
TYPICAL STREET IMPROVEMENT PROJECT
Construction Management and Inspection
60 Working Days

Task No.	TASK DESCRIPTION	TASK			Total Hrs. By Task	Total Fee
		CM	INS	ADMIN		
	<i>Hourly Bill Rate</i>	\$150	\$138	\$90		
1.0	Pre-Construction Phase					
	Review PSE/Field Review	4	16		20	\$2,808
	Preconstruction Meeting	6	4		10	\$1,452
	Set-up Project Files	1	1	2	4	\$468
	Subtotal Pre-Construction Phase	\$1,650	\$2,898	\$180		\$4,728
2.0	Inspection Services					
	Provide on site inspection services		480		480	\$66,240
	Subtotal Inspection Services	0	\$66,240	\$0		\$66,240
3.0	Construction Management					
	Quality Control	24			24	\$3,600
	Progress meetings	24			24	\$3,600
	Coordinate and Process RFI	24			24	\$3,600
	Coordinate Contractors Submittal Review	16			16	\$2,400
	Coordinate, review, and recommend for approval the contractor's CPM schedule	6			6	\$900
	Monitor contractor's maintenance of copies of all contracts, drawings, addenda, change orders, and other documents on site	6			6	\$900
	Monitor, evaluate, report and ensure compliance for Water Quality Pollution Prevention	12			12	\$1,800
	Review and evaluate change orders, negotiate on behalf of the City	24			24	\$3,600
	Contract Administration	12		6	18	\$2,340
	Review Contractor's progress payment and recommend for approval	6			6	\$900
	Coordinate Testing	6			6	\$900
	Subtotal Construction Management	\$24,000	\$0	\$540		\$24,540
4.0	Close Out					
	Compile Detail Punch List Items	2	8		10	\$1,404
	Coordinate Close Out Procedures	4	2	4	10	\$1,236
	Monitor completion of project records and as-built	2	2		4	\$576
	Oversee completion of the punch list items and final clean up before contractors demobilization	16	20		36	\$5,160
	Coordinate final testing and documentation of regulatory inspections for conformance with the specification		2		2	\$276
	Final Progress Payment	2	1		3	\$438
	Subtotal Close Out	\$3,900	\$4,830	\$380		\$9,090
	Total Hours	197	536	12	745	
	TOTAL FEE CONSTRUCTION MANAGEMENT and INSPECTION	\$29,550	\$73,968	\$1,080		\$104,598

LEGEND

CM = Construction Manager

INS = Inspector

Admin = Admin/Labor Compliance Officer

I. COMPENSATION/PAYMENT SCHEDULE

NV5

FEE PROPOSAL - ESTIMATE

CITY OF LAGUNA HILLS
TYPICAL STORM DRAIN IMPROVEMENT PROJECT
Construction Management and Inspection
60 Working Days

Task No.	TASK DESCRIPTION	TASK			Total Hrs. By Task	Total Fee
		CM	INS	ADMIN		
	<i>Hourly Bill Rate</i>	\$160	\$138	\$90		
1.0	Pre-Construction Phase					
	Review PSE/Field Review	4	16		20	\$2,808
	Preconstruction Meeting	6	4		10	\$1,452
	Set-up Project Files	1	1	2	4	\$468
	Subtotal Pre-Construction Phase	\$1,650	\$2,898	\$180		\$4,728
2.0	Inspection Services					
	Provide on site inspection services		480		480	\$66,240
	Subtotal Inspection Services	0	\$66,240	\$0		\$66,240
3.0	Construction Management					
	Quality Control	24			24	\$3,600
	Progress meetings	24			24	\$3,600
	Coordinate and Process RFI	24			24	\$3,600
	Coordinate Contractors Submittal Review	24			24	\$3,600
	Coordinate, review, and recommend for approval the contractor's CPM schedule	6			6	\$900
	Monitor contractor's maintenance of copies of all contacts, drawings, addenda, change orders, and other documents on site	6			6	\$900
	Monitor, evaluate, report and ensure compliance for Water Quality Pollution Prevention	12			12	\$1,800
	Review and evaluate change orders, negotiate on behalf of the City	24			24	\$3,600
	Contract Administration	12		6	18	\$2,340
	Review Contractor's progress payment and recommend for approval	6			6	\$900
	Coordinate Testing	8			8	\$1,200
	Subtotal Construction Management	\$25,500	\$0	\$540		\$26,040
4.0	Close Out					
	Compile Detail Punch List Items	2	8		10	\$1,404
	Coordinate Close Out Procedures	4	2	4	10	\$1,236
	Monitor completion of project records and as-built	2	2		4	\$576
	Oversee completion of the punch list items and final clean up before contractors demobilization	16	20		36	\$5,160
	Coordinate final testing and documentation of regulatory inspections for conformance with the specification		2		2	\$276
	Final Progress Payment	2	1		3	\$438
	Subtotal Close Out	\$3,900	\$4,830	\$360		\$9,090
	Total Hours	207	536	12	755	
	TOTAL FEE CONSTRUCTION MANAGEMENT and INSPECTION	\$31,050	\$73,968	\$1,080		\$106,098

LEGEND

CM = Construction Manager

INS = Inspector

Admin = Admin/Labor Compliance Officer

I. COMPENSATION/PAYMENT SCHEDULE

CITY OF SAN BERNARDINO
CIVIL ENGINEERING DESIGN SERVICES - SAMPLE
FOR THE WIDENING OF "H" STREET
BETWEEN KENDALL DRIVE AND 40TH STREET

TASK NO.	WORK DESCRIPTION	PROJECT DIRECTOR/QA/QC \$190		PROJECT MANAGER \$160		PROJECT ENGINEER \$130		CADD DRAFTER \$90		SPECIALTY	TOTAL HOURS	TOTAL FEE \$
		HOURS	\$	HOURS	\$	HOURS	\$	HOURS	\$			
1	Survey, Environmental Documentation, Preliminary & Final Design											
1.1	Project Meetings & Coordination		\$0	24	\$3,840	8	\$1,040		\$0		32	\$4,880
1.2	Obtain & Review Records/Plans		\$0	2	\$320	8	\$1,040	8	\$720		18	\$2,080
1.3	Utility Notification & Coordination		\$0	3	\$480	12	\$1,560	8	\$720		23	\$2,760
1.4	Field Survey		\$0	2	\$320	2	\$260	2	\$180	\$5,800	6	\$6,560
1.5	Geotechnical Investigation		\$0	2	\$320	2	\$260		\$0	\$11,000	4	\$11,580
1.6	Environmental Documentation		\$0	4	\$640	2	\$260		\$0	\$12,000	6	\$12,900
1.7	Right of Way Map/Legal Descriptions/Plats		\$0	4	\$640	4	\$520	4	\$360	\$23,000	12	\$24,520
1.8	Hydrology & Hydraulic Calculations		\$0	8	\$1,280	37	\$4,810	10	\$900		55	\$6,990
1.9	SWPPP & Erosion Control Plan		\$0	8	\$1,280	16	\$2,080	37	\$3,330		61	\$6,690
1.10	Traffic Signal Modifications & Street Lighting Plans		\$0	4	\$640	4	\$520	4	\$360	\$27,000	12	\$28,520
1.11	60% PS&E	8	\$1,520	58	\$9,280	108	\$14,040	174	\$15,660		348	\$40,500
1.12	Final PS&E	8	\$1,520	12	\$1,920	24	\$3,120	48	\$4,320		92	\$10,880
	Total Hours	16		131		227		295			669	
	TOTAL "NOT TO EXCEED" FEE											\$158,860
OS	Optional Items											
OS1	Potholing (estimated 5 potholes @ \$1000/each)									\$5,000		\$5,000
OS2	Bidding & Construction Support Services		\$0	8	\$1,280	4	\$520	8	\$720		20	\$2,520

I. COMPENSATION/PAYMENT SCHEDULE

City of Laguna Hills Engineering Plan Check Services - Estimate

NV5

TASK	DESCRIPTION	PLAN CHECK ENGINEER	TOTAL FEE
		\$125 HOURS	
1 Check	Subdivision Maps (10 pages)	5	\$625
2 Check	Subdivision Maps (10 pages)	3	\$375
3 Check	Subdivision Maps (10 pages)	2	\$250
	Subtotal	10	\$1,250
1 Check	Improvement Plans (10 pages)	7	\$875
2 Check	Improvement Plans (10 pages)	4	\$500
3 Check	Improvement Plans (10 pages)	2	\$250
	Subtotal	13	\$1,625
1 Check	Grading Plan (10 pages)	5	\$625
2 Check	Grading Plan (10 pages)	3	\$375
3 Check	Grading Plan (10 pages)	2	\$250
	Subtotal	10	\$1,250
1 Check	Storm Water Quality Plans (5 Pages)	4	\$500
2 Check	Storm Water Quality Plans (5 Pages)	3	\$375
3 Check	Storm Water Quality Plans (5 Pages)	2	\$250
	Subtotal	9	\$1,125
1 Check	Traffic Control Plans (5 Pages)	3	\$375
2 Check	Traffic Control Plans (5 Pages)	2	\$250
3 Check	Traffic Control Plans (5 Pages)	1	\$125
	Subtotal	6	\$750
	Reimbursables (printing & deliveries)		\$150
	Subtotal		\$150
Total Hours Per Plan Check		48	
Total Fee Per Plan Check			\$6,150

EXHIBIT "B"

CITY'S REQUEST FOR PROPOSALS ("RFP")/ SCOPE OF SERVICES

DATED: MAY 3, 2019

FOR
ON-CALL CIVIL ENGINEERING, PROJECT MANAGEMENT,
AND SUPPORT SERVICES

Attachment: Professional Services Agreement - NV5, Inc. (1896 : On-Call Civil Engineering, Project Management and Support Services)

REQUEST FOR PROPOSALS (RFP)
ON-CALL CIVIL ENGINEERING, PROJECT MANAGEMENT, AND
SUPPORT SERVICES



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

RFP Dates

Request for Proposal Issued:	May 3, 2019
Written Question Deadline:	May 17, 2019
Questions Answered/Addenda Issued:	May 22, 2019
Submittal Deadline:	May 29, 2019, 5:00 p.m.
Interviews:	June 5, 2019
City Council Award:	June 25, 2019

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

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May 3, 2019

CITY OF LAGUNA HILLS

**SUBJECT: REQUEST FOR PROPOSALS FOR ON-CALL CIVIL ENGINEERING,
PROJECT MANAGEMENT, AND SUPPORT SERVICES**

Dear Proposers:

You are invited to respond to this Request for Proposal to provide on-call Civil Engineering, Project Management, and Support Services to the City of Laguna Hills. The following pages detail the Scope of Services to be provided and the submission requirements. The City intends to enter into non-exclusive multi-year Professional Services Agreements with multiple, qualified Civil Engineering firms on an on-call basis as deemed necessary to fulfill the City's needs.

To be considered responsive, proposers must submit a written proposal in accordance with the requirements, specifications, conditions and provisions described in the attached RFP.

**PROPOSALS ARE DUE BEFORE
5:00 P.M. on Wednesday, May 29, 2019**

If you have any questions regarding this RFP, please contact me at (949) 707-2650 or via email at krosenfield@lagunahillsca.gov. Thank you for your interest.

Sincerely,

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

Attachment: Professional Services Agreement - NV5, Inc. (1896 : On-Call Civil Engineering, Project Management and Support Services)

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

SECTION I

INTRODUCTION AND INSTRUCTIONS TO PROPOSERS

A: Introduction and Overview

The City is soliciting proposals from qualified consultants to provide professional consultant services for a variety of on-call civil engineering and management services in support of the City's operations of the Public Services Department and the Capital Improvement Program. The City intends to enter into non-exclusive multi-year Agreements with multiple Civil Engineering firms as deemed necessary to fulfill the City's needs. Should an award be made, the selected Proposers will enter into professional services agreements with the City of Laguna Hills.

The City currently engages four civil engineering firms to provide as-needed civil engineering, project management, and support services on an on-call basis. The existing agreements with these firms are set to expire as of June 30, 2019, accordingly, this RFP has been issued.

The City is a General Law City incorporated on December 20, 1991, and has expanded to its current boundaries with two subsequent annexations. The City covers 6.6 square miles, has approximately 90 miles of streets and a population of approximately 31,000. The City follows a "contract model" to provide services to the community.

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

B: Proposed Schedule

Request for Proposal Issued:	May 3, 2019
Written Question Deadline:	May 17, 2019, 5:00 pm
Questions Answered/Addenda Issued:	May 22, 2019
Submittal Deadline:	May 29, 2019, 5:00 p.m.
Interviews:	June 5, 2019
City Council Award:	June 25, 2019

C: Instructions to Proposers and Procedures for Submittal

One printed original (marked original), five (5) printed copies (marked copy) and one (1) electronic copy on CD or Flash Drive (will not be returned) and one sealed envelope containing the Fee Proposal must be submitted in a sealed envelope or box bearing the name of the Proposer, marked ***RFP ON-CALL CIVIL ENGINEERING, PROJECT MANAGEMENT, AND SUPPORT SERVICES*** and submitted only to the following address:

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

Proposers are solely responsible for ensuring their submitted proposal is received by the City in accordance with the solicitation requirements, before the Submittal Deadline, and at the place specified. Postmarks will not be accepted in lieu of actual delivery. No oral, telegraphic, electronic mail, facsimile, or telephonic proposals or modifications will be considered unless specified. The City shall not be responsible for any delays in mail or by common carriers or by transmission errors or delays or mistaken delivery. Delivery of proposals shall be made at the office specified in this Request for Proposals. Deliveries made before the Submittal Deadline, but to the wrong City office, will be considered non-responsive unless re-delivery is made to the office specified before the Submittal Deadline. All proposals shall become the property of the City. **Late proposals will not be accepted and will be returned to the Proposer unopened.**

D: General Conditions

ADDITIONAL INFORMATION, RIGHT TO REQUEST. The City reserves the right, where it may serve the City's best interest, to request additional information or clarifications from proposers during its review and evaluation of proposals submitted for consideration.

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

ADDITIONAL SERVICES. The Scope of Work describes the minimum work to be accomplished. Upon final selection of the firm, the Scope of Work may be modified and refined during negotiations with the City.

AUTHORIZED SIGNATURES. Every proposal must be signed by the person or persons legally authorized to bind the Proposer to a contract for the execution of the work. Upon request of the City, any agent submitting a proposal on behalf of a Proposer shall provide a current power of attorney, articles of incorporation, or other instrument confirming the agent's authority to bind the Proposer. If an individual makes the proposal, his or her name, signature, and post office address must be shown. If a firm or partnership makes the proposal, the name and post office address of the firm or partnership and the signature of at least one of the general partners must be shown. If a corporation makes the proposal, the proposal shall show the name of the state under the laws of which the corporation is chartered, the name and post office address of the corporation and the title of the person signing on behalf of the corporation. Upon request of the City, the corporation shall provide a certified copy of the bylaws or resolution of the board of directors showing the authority of the officer signing the proposal to execute contracts on behalf of the corporation.

AWARD OF PROPOSAL. City reserves the right to negotiate final terms with the selected Proposer, if any. Award of contract, if any, will be made in accordance with Section 3-08.150 (Professional services contracts) of the Laguna Hills Municipal Code (LHMC) which reads in relevant part as follows:

"A. The informal and formal bidding procedures contained in this chapter shall not apply to contracts for professional services. Rather, to secure professional services, the city shall utilize a request for proposals procedure, the method and details of which shall be promulgated by the City Manager in the form of administrative regulations. The City Manager may award any contract for professional services when the total not to exceed contract amount of such services is fifty thousand dollars (\$50,000.00) or less. Any contract for professional services having a total contract amount of greater than fifty thousand dollars (\$50,000.00) shall be awarded by the City Council....

C. Notwithstanding any provision in this chapter to the contrary, selection 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 accordance with state law, the city shall consider price after the city is satisfied that the would-be person, company, corporation, contractor, consultant,

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

or firm has demonstrated the competence and professional qualifications necessary for the satisfactory performance of the services required."

An Evaluation Committee will be established by the City. The City shall not be obligated to accept the lowest priced proposal but, if an award is made, the City will make an award in the best interests of the City after all factors are considered, including but not limited to the demonstrated competence, experience and professional qualifications of the Proposer. Discussions may, at the City's option, be conducted with the most qualified proposers. Discussions may be for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and written revision of proposals. In conducting discussions, the City will not disclose information derived from proposals submitted by competing proposers.

COMPLIANCE WITH LAWS. All proposals shall comply with current federal, state, and other laws relative thereto.

CANCELLATION OF SOLICITATION. The City may cancel this solicitation for proposals at any time.

CANCELLATION OF TASKS. If a professional services agreement is awarded for the work described in this RFP, the City will authorize work on a Task Order basis. Task Orders may be issued in any sequence. The City is not obligated to issue a Task Order for all tasks listed in the Scope of Work and expressly reserves the right to cancel tasks.

CONFLICT OF INTEREST. By signing the Certification of Proposal (**Attachment 3**) and submitting a proposal to the City in response to this Request for Proposals, the Proposer 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;

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

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;

COSTS. The City is not liable for any costs incurred by proposers before entering into a formal contract. Costs of developing the proposals, or any other such expenses incurred by the Proposer in responding to this RFP, are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the City. No reimbursable cost may be incurred in anticipation of award.

DISQUALIFICATION OF PROPOSER. If there is reason to believe that collusion exists among the proposers, the City may refuse to consider proposals from participants in such collusion. No person, firm, or corporation under the same or different name, shall make, file, or be interested in more than one proposal for the same work unless alternate proposals are called for. Reasonable grounds for believing that any Proposer is interested in more than one proposal for the same work will cause the rejection of all proposals for the work in which a Proposer is interested. If there is reason to believe that collusion exists among Proposers, the City May refuse to consider proposals from participants in such collusion. Proposers shall submit as part of their proposal documents the completed Non-Collusion Affidavit provided as **Attachment 1**.

DOCUMENTS, EXAMINATION OF. It is the responsibility of the Proposer to carefully and thoroughly examine and be familiar with these RFP documents, general conditions, all forms, specifications, drawings, plans, and addenda (if any). Proposer shall satisfy himself as to the character, quantity, and quality of work to be performed and materials, labor, supervision, necessary to perform the work as specified by these documents. The failure or neglect of the Proposer to examine documents shall in no way relieve him from any obligations with respect to the solicitation and/or subsequent contract that may be awarded. The submission of a proposal shall constitute an acknowledgment upon which the City may rely that the Proposer has thoroughly examined and is familiar with the RFP documents. No claim will be allowed for additional compensation that is based upon a lack of knowledge of any solicitation document.

INTERPRETATION OF RFP DOCUMENTS. City reserves the right to make corrections or clarifications of the information provided in this RFP. If any person is in doubt as to the true meaning of any part of the specifications or other RFP documents, or finds discrepancies or omissions in the specifications, he or she may submit to the City a written request for an interpretation or correction.

Oral statement(s), interpretations or clarifications concerning meaning or intent of the contents of this RFP by any person are unauthorized and invalid. Modifications to the RFP, including, but not limited to, the scope of work, shall be made only by formal written addendum issued by the City. Accordingly, in order to ensure that all proposers have

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

access to the same information, the City will use the following procedure to respond to inquiries:

- All questions or requests for interpretations shall be made in writing and delivered to Kenneth Rosenfield, City of Laguna Hills, 24035 El Toro Road, Laguna Hills, CA 92653, or via email at krosenfield@lagunahillsca.gov by 5:00 p.m. on Friday, May 17, 2019.
- Staff will issue, as needed, addenda to the RFP, including a list of all written questions received and responses thereto, on the City's website and via email to the RFP distribution list and all proposers who have advised the City that they have a set of RFP documents, by May 22, 2019.

The requesting party is responsible for prompt delivery of any requests. All such addenda shall become a part of the RFP document. It is the responsibility of each Proposer to ensure the City has their correct business name and address on file. Any prospective Proposer who obtained a set of RFP documents is responsible for advising the City that they have a set of RFP documents and wish to receive subsequent Addenda.

IRREGULARITIES. Unauthorized conditions, limitations, or provisions attached to a proposal may cause its rejection. The completed proposal shall be without interlineations, alterations or erasures. Alternative proposals will not be considered unless specifically requested. No oral, telegraphic, or telephonic proposal, modification or withdrawal will be considered.

NON-DISCRIMINATION. Proposer shall represent and certify that it 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.

NON-EXCLUSIVE. Should the City make an award, the successful Proposer will enter into a non-exclusive professional services agreement and the City reserves the right to enter into agreements with other firms or consultants for the services listed in this RFP.

NO OBLIGATION. The release of this RFP does not obligate or compel the City to enter into a contract or agreement.

NO PUBLIC PROPOSAL OPENING/PUBLIC RECORDS ACT. Proposals shall be opened and their contents secured by City staff to prevent disclosure during the evaluative process and the process of negotiating with competing proposers. Adequate precautions shall be taken to treat each Proposer fairly and to ensure that information gleaned from competing proposals is not disclosed to other proposers. Prices and other information concerning the proposals shall not be disclosed until finalists are selected to present

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

proposals to the City Council or a recommendation for award is made to the City Council, whichever comes first.

OFFERS OF MORE THAN ONE PRICE. Proposers are not allowed to submit more than one proposal.

OWNERSHIP. All data, documents and other products used or developed during the RFP process become the property of the City upon submission.

PROPRIETARY INFORMATION. All proposals and documents submitted in response to this RFP shall become the property of the City and a matter of public record pursuant to Government Code sections 6250 et seq. It is the responsibility of each Proposer to clearly identify any and all information contained within the proposal that it considers to be confidential and/or proprietary. To the extent that the City agrees with that designation, such information will be held in confidence whenever possible; all other information will be considered public. In the event that a demand for disclosure of information designated as "confidential and/or proprietary" by a Proposer is made, the City will notify the Proposer in writing of such demand and shall furnish a copy of the City's written response to the requestor. Proposer may then pursue, at its sole cost and expense, any and all appropriate legal action necessary to maintain the confidentiality of such information.

REJECTION OF PROPOSAL. The City reserves the right to reject any or all proposals or any part of a proposal. The City reserves the right to reject the proposal of any Proposer who previously failed to perform adequately for the City or any other governmental agency. The City expressly reserves the right to reject the proposal of any Proposer who is in default on the payment of taxes, licenses or other monies due the City.

REPRESENTATIONS. Proposer understands and acknowledges that the representations made in their submitted proposal are material and important, and will be relied on by the City in evaluation of the proposal. Proposer misrepresentation shall be treated as fraudulent concealment from the City of the facts relating to the proposal.

RFP PART OF AGREEMENT. Should an agreement be awarded, this Request for Proposals and Scope of Services and all conditions may become part of the Agreement between the City of Laguna Hills and the successful Proposer.

SEVERABILITY. If any provisions or portion of any provision of this Request for Proposals are held invalid, illegal or unenforceable, they shall be severed from the Request for Proposals and the remaining provisions shall be valid and enforceable.

VALIDITY. Proposal must be valid for a period of 180 days from the due date and may be extended by written authorization from the Proposer.

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

WITHDRAWAL OF PROPOSAL. Proposers' authorized representative may withdraw proposals only by written request received by the City's project manager before the Proposal Submittal Deadline.

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

SECTION II

PROPOSAL RESPONSE REQUIREMENTS

One printed original (marked original), five (5) printed copies (marked copy) and one (1) electronic copy on CD or Flash Drive (will not be returned) and one sealed envelope containing the Fee Proposal must be submitted in a sealed envelope or box bearing the name of the Proposer, marked **RFP ON-CALL CIVIL ENGINEERING, PROJECT MANAGEMENT, AND SUPPORT SERVICES** and submitted only to the following address:

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

If discrepancies are found between the copies, or between the original and copy or copies, the "ORIGINAL" will provide the basis for resolving such discrepancies. If one document is not clearly marked "ORIGINAL", the City reserves the right to use any of the proposals as the Original. If no document can be identified as an original bearing original signatures, Proposer's proposal may be rejected at the discretion of the City.

It is imperative that all Proposers responding to the RFP comply exactly and completely with the instructions set forth herein. Proposals must be concise, but with sufficient detail to allow accurate evaluation and comparative analysis. Proposals should be straightforward and provide "layman" explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. Limit the Proposal to 30 pages.

All proposals shall be submitted on standard 8.5" by 11" paper, three-hole punched and secured in binder clips. All pages should be numbered and identified sequentially by section. Response items must be indexed in the following order with individual tabs:

A. Cover Letter:

Proposal must be accompanied by a cover letter, signed by an individual authorized to bind the proposing entity. An unsigned proposal is grounds for rejection. The cover letter should include an introduction of the firm and summary statement of professional qualifications.

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

B. Company Data:

Please submit the following information for the Proposer:

1. Official name and address.
2. Name, address, and telephone number of the Proposer's primary point of contact.
3. Indicate what type of entity (corporation, company, joint venture etc). Please enclose a copy of the Joint Venture Agreement if entity is a joint venture.
4. Federal Employer I.D. Number.
5. The address, telephone numbers and authorized email addresses of each of your firm's locations.
6. A detailed statement indicating whether Proposer is totally or partially owned by another business organization or individual.
7. Number of years Proposer has been in business under the present business name.
8. Number of years of experience the Proposer has had in providing required, equivalent, or related services.
9. All comparable contracts entered into during the last five (5) years, completed or not. Please indicate:
 - Year started and completed
 - Proposer's Scope of Work
 - Client or Agency Name
 - Project Description
 - Project Manager
 - Developer of project
 - Cost of construction, if any
 - Size of project
10. Any failures or refusals to complete a contract and explanation.
11. Individuals/Firms who own an interest of 10% or greater in the proposing firm.
12. Financial interests in other lines of business.
13. Litigation/Adverse Judgement History. Provide a list of all litigation (including all complaints or responses to complaints) filed against the Proposer and any proposed Principal/Project Manager within the last 5 years only, related to performance of a professional services agreement or participation on a project. Provide the date that the complaint was filed, the name of the plaintiff(s), the nature of the litigation and list the causes of action set forth in the complaint, the amount of damages and relief asserted, the project name, describe the role of the Proposer and any proposed Principal/Project Manager in the project, provide the names of the parties involved, status of the case, and a summary of the dispute resolution and/or outcome (including current status for any unresolved litigation) (e.g., trial/judgement, arbitration/mediation, settlement, etc.).

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

14. Termination of Contract "For Cause" History. Describe the conditions or circumstances surrounding any professional services agreement or other services contract (or portion thereof) entered into by the Proposer and any proposed Principal/Project Manager within the last 5 years only that was terminated for cause or which required completion by another party. Describe the reasons for termination, the reasons specified by the client/owner for any such termination, whether the Proposer and proposed Principal/Project Manager disputed the client/owner's position and/or the stated justification for terminating for cause, as well as the dispute resolution and/or outcome of the dispute (including the current status for any unresolved notice of termination for cause).

C. Resumes and Qualifications of Personnel:

The Proposer shall furnish a personnel staffing plan with sufficient information for judging the quality and competence of the personnel dedicated to the project. In its assessment of the proposal, City will place considerable emphasis on the commitment by the Proposer to provide qualified personnel for the professional services being considered. The Proposer shall furnish resumes in outline form for the key personnel assigned and committed to this account (i.e. Principal and/or Project Manager). Proposer shall also include the number and type of additional support personnel who will be providing services.

Minimum Resume Contents:

Name, Position (Include length of time with this firm in the current position and any other positions held within the firm), Education (Show degrees earned and certifications, school and year of completion. Exclude company courses or information that is not relevant to the person's functional job duties), Summary of Experience (In chronological order, most recent date first, summarize experience as it relates to the proposed Scope of Work. Please include a listing of all projects with a brief description of each. Additional detail and information may be requested of finalists). Separately, please include a complete list of all previous and current clients. Professional Memberships/Registrations

D: Organizational Chart:

Proposer shall include an organizational chart that reflects titles of key staff and management contacts of each individual assigned to provide services under this Proposal. It is the City's requirement that key personnel identified in the Organizational Chart remain during the term of the agreement. The Proposer shall note concurrence on the restrictions to changes in key personnel. A transition plan shall be presented in this section in the event there are proposed changes in key personnel during the term of the

City of Laguna Hills
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agreement that are outside of the consulting firm's control or if the City requests such change.

E: References:

Proposer must provide three (3) references for whom Proposer has provided similar services of the nature and scope as set forth in the RFP within the last five (5) years. Include name of agency, name of contact person, telephone number of contact person, and description of services provided.

F: Project Understanding, Overview and Approach:

- Understanding: Proposer must clearly demonstrate in this section an understanding of the tasks outlined in Section IV of this Request for Proposals.
- Approach: Proposer must include in this section its detailed approach to providing those services described in Section IV of this RFP (including all optional tasks) that the Proposer proposes to provide.
- Proposer must identify the services proposed to be provided in response to the Scope of Services. Proposer must note any services not provided by the Proposer.
- Project Management: The City's Assistant City Manager/Public Services Director will serve as a dedicated project manager that will act as the single point of contact and as the contract officer for these services. Additional project oversight will be provided by the City Manager. Proposals should describe the Proposer's approach to project management which ensures coordination with the City's contract officer and a commitment to the project schedule.
- Proposer shall list any resources, City assistance or other items expected to be provided by City in connection with the delivery of these services.
- Proposer may additionally itemize those services which are further recommended or optionally provided but are not noted in the aforementioned paragraphs as requirements. Proposer will title this section as ADDITIONAL SERVICES.
- Project Controls: Describe the Proposer's ability to control costs and provide accurate and timely invoices through internal control measures; to monitor and stay within budget; to monitor schedule and review times and describe the techniques used to complete projects within the proposed time frames.
- Quality Control/Quality Assurance (QA/QC): Describe the firm's QA/QC processes that will be adhered to during the term of the agreement. Describe the method of ensuring accuracy and an overall high quality of work.

G: Schedule:

Proposer must include in this section a detailed overall project schedule for each task and subtask illustrating critical path items, deliverables, and City review times. The schedule should include specific timeframes for deliverables, staff review, and City Council presentations.

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H: Communication Plan:

Proposer must describe the method(s) of communication and how frequently the firm proposes to keep City staff informed of their progress on any given tasks.

I: Compensation/Payment Schedule:

Proposer is required to submit their cost proposal in the format as outlined in Section V. The Compensation shall be submitted in a separate sealed envelope containing the Fee Proposal.

J: Certificate of Insurance:

Proposer shall demonstrate the willingness and ability to submit proof of the required insurance coverage (Attachment 2) set forth in the *Sample Draft Professional Services Agreement* (Attachment 4) prior to execution of the contract.

K: Certification of Proposal:

Proposer is required to sign and submit the Certification of Proposal in Attachment 3.

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SECTION III

PROPOSAL EVALUATION AND SELECTION

An Evaluation Committee will be established by the City. The Committee may be comprised of City staff or other personnel as determined by the City Manager and will evaluate all proposals received in accordance with Section 3-08.150 of the LHMC. The City reserves the right to establish criteria and weight factors. The City shall not be obligated to accept the lowest priced proposal, but the City will make an award in the best interests of the City after all factors are considered, including, but not limited to, the demonstrated competence, experience and professional qualifications of the Proposer.

Selection of qualified proposers will be based on the following criteria as set forth herein. Criteria are listed in random sequence and are not considered in any rank or order of importance. The proposal will be evaluated by the Evaluation Committee on the basis of the response to all requirements of this RFP.

1. Experience of the firm, particularly of staff assigned to provide the requested services
2. Demonstrated understanding of the service needs outlined in this RFP
3. Successful delivery of similar services
4. Location of firm and availability of staff assigned to City
5. Quality of references
6. Proposed costs
7. Content, quality, completeness and form of submitted proposal
8. Interviews

Following evaluation of written proposals, the Committee may hold interviews with the most qualified respondents. The City intends to enter into non-exclusive multi-year Professional Services Agreements on an on-call basis with multiple, qualified Civil Engineering firms as deemed necessary to fulfill the City's needs.

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SECTION IV

SCOPE OF SERVICES

Services to be Provided:

Consultant shall provide all, or any combination, of the following services to the City of Laguna Hills upon issuance of a Task Order. Proposers are invited and encouraged to submit a full range of other additional or optional civil engineering, support, and related services and associated pricing therewith.

1. **Public Works Inspection.** Provide one Public Works Inspector with a minimum of 15 years of experience in public agency construction inspection. Inspector to be available to provide 16 to 20 hours per week of general inspection services for Encroachment Permits, Public Works construction, and related work for 52 weeks per year. Work hours will generally be from 7:00 am to 11:00 am Monday to Friday or as mutually agreed. To the extent the Encroachment Permit work justifies and exceeds these work hours, additional hours of work will be provided.
2. **Capital Improvement Project inspection.** Provide experienced public agency construction inspectors, as needed, for a variety of Public Works, Street Maintenance, Landscape Construction, Traffic Signal Construction, Storm Drain Construction and similar construction inspection services. Assume the duration of work is 60 working days.
3. **Construction Management.** Provide experienced construction managers for Capital Improvement Projects sufficient to carry out the City's multi-year Capital Improvement Program in accordance with the approved City Budget. Consultant is advised that City staff provides Construction Management for most, if not all, Capital Improvement Projects. However, this service is to be made available as determined needed by the City. Assume this service is part time for a period of 60 working days.
4. **Pavement Management Plan Updates.** Provide the biennial update of the City's pavement conditions including field work and reporting in accordance with the OCTA Measure M2 requirements consistent with the City's MicroPaver database. Develop budget scenarios for City maintenance budgets. Upload the outcome of the update of the Pavement Management Plan onto the City's ESRI based GIS system layer for pavement conditions. Prepare a written report meeting the City's requirements and that of OCTA by due dates issued by OCTA. Annually, update the City's maintenance history with the MicroPaver program.
5. **Engineering Plan Check.** Provide plan checking to include subdivision maps, improvement plans, grading plans, storm water quality plans and traffic control

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plans. Assume plan check services will be requested up to ten times per year and each plan check will consist of one set of plans of ten sheets being checked for three cycles of plan check.

6. **Stormwater Program Support.** Provide assistance with management of the City's Stormwater program to include reporting and field inspection services to meet NPDES requirements of both the SARWQCB and SDRWQCB. Assume 80 person-hours per year of support.
7. **Geographic Information System.** Provide support of the City's ESRI based GIS include data layer management and technical operational assistance. Assume monthly system review, maintenance of existing data layers and propose on creation of new data layers.
8. **Civil Engineering Design Services.** Provide design services for the preparation of plans, specifications and estimates for Capital Improvement Projects including, but not limited to, street maintenance, street improvements, street widening, grading, erosion control, traffic control and related improvements. Provide a general estimate of services to be provided for a typical project.

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SECTION V
SCHEDULE OF COMPENSATION/FEES

Compensation will be provided in accordance with Section 2 of the Sample Professional Agreement (Attachment 4). Compensation will be made at the fees and schedule contained in the Proposer's Proposal/Scope of Work and subject to a Maximum Contract Amount as agreed upon by Proposer and City. In order to facilitate comparison of proposals, the City requires all compensation proposals to be submitted in the format below based on the tasks and sub tasks (including optional tasks) as noted in the Scope of Services above. For each of the tasks noted in Section IV that the proposer intends to offer as services, the Proposer shall list the hourly rate schedule and specific not to exceed amounts for typical services for each task and the total cost for the entire proposal. Specific cost estimates must include:

1. The total number of proposed billed hours by each individual
2. Estimate and description of maximum reimbursable expenses by each individual
3. The hourly rate of each individual
4. The maximum estimated number of billed hours per individual
5. Projected final cost per task

Proposers are required to include all costs for meeting attendance including travel time. The City will not separately reimburse Proposer for travel time or expenses to and from meetings or presentations.

Proposers may also list and discuss additional or optional services not listed in Section IV. Proposers are invited and encouraged to submit a full range of other additional or optional civil engineering, support, and related services and associated pricing therewith. The Compensation/Fees shall be submitted in a separate sealed envelope.

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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 _____ day of _____, 2019, at _____, California.

Signature of Authorized Representative

Name of Authorized Representative

Title of Authorized Representative

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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: _____
Name (Please Print or Type)

By: _____
Consultant's Signature & Title

Date: _____

This executed form must be submitted with proposal.

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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;

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

I) The proposal shall be valid for 180 days from May 29, 2019.

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

Executed this _____ day of _____, 2019, at _____, California.

Name of Proposer: _____

By: _____
(Authorized Signature)

Type Name: _____

Title: _____

Date: _____

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

ATTACHMENT 4

SAMPLE DRAFT PROFESSIONAL SERVICES AGREEMENT

(Subject to Revision by City Upon Final Contract Award)

Attachment: Professional Services Agreement - NV5, Inc. (1896 : On-Call Civil Engineering, Project Management and Support Services)



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: June 25, 2019
TO: Chair and Agency Members
FROM: Jennifer Lee
Assistant City Clerk
ISSUE: Approval of Minutes for May 28, 2019, Regular Meeting

RECOMMENDATION: That the Planning Agency approve the Minutes for the May 28, 2019, Regular Meeting.

ATTACHMENTS:

- 190528 PA Minutes

4. PLANNING AGENCY

Mayor Sedgwick recessed the City Council Meeting, and acting in capacity as Chair, called the Regular Meeting of the Planning Agency of the City of Laguna Hills, California, to order at 7:11 p.m.

4.1. ROLL CALL OF PLANNING AGENCY MEMBERS

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

4.2. PUBLIC COMMENTS

There were no Planning Agency Public Comments.

4.3. APPROVAL OF MINUTES FOR MAY 14, 2019**4.3.1 Approval of Minutes for May 14, 2019, Regular Meeting**

Recommendation: That the Planning Agency approve the Minutes for the May 14, 2019, Regular Meeting.

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

4.4. ADMINISTRATIVE REPORTS

There were no Planning Agency Administrative Reports.

4.5. PLANNING AGENCY PUBLIC HEARINGS

There were no Planning Agency Public Hearings.

PLANNING AGENCY ADJOURNMENT

Mayor Sedgwick reconvened the City Council Meeting at 7:12p.m. All Council Members were present.



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: June 25, 2019
TO: Chair and Agency Members
FROM: Jennifer Lee
Assistant City Clerk
ISSUE: Approval of Minutes for June 11, 2019, Regular Meeting

RECOMMENDATION: That the Planning Agency approve the Minutes for the June 11, 2019, Regular Meeting.

ATTACHMENTS:

- 190611 PA Minutes

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

3.6 Proposed Amendment No. 1 to the Consulting Services Agreement with Eco/Nomics, Inc., for Continued Solid Waste and Recycling Consulting Services

Council Member Wheeler removed Item No. 3.6 from the Consent Calendar to request additional information.

Recommendation: That the City Council approve and authorize the Mayor to execute Amendment No. 1 to the current Consulting Services Agreement with Eco/Nomics, Inc., to extend the term of the Agreement for an additional two years (Renewal Term) and to increase the Maximum Contract Amount by \$80,000 from \$250,000 to \$330,000.

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

4. PLANNING AGENCY

Mayor Sedgwick recessed the City Council Meeting, and acting in capacity as Chair, called the Regular Meeting of the Planning Agency of the City of Laguna Hills, California, to order at 8:24 p.m.

4.1. ROLL CALL OF PLANNING AGENCY MEMBERS

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

4.2. PUBLIC COMMENTS

There were no Planning Agency Public Comments.

4.3. APPROVAL OF MINUTES

There were no Planning Agency Minutes presented for approval.

4.4. ADMINISTRATIVE REPORTS

There were no Planning Agency Administrative Reports.

4.5. PLANNING AGENCY PUBLIC HEARINGS

4.5.1 Site Development Permit/Master Sign Program (SDPM/MSP 8-18-4281), a Request by AKC Permit Co., on Behalf of Property Owner MPVCA Laguna LLC., Establishing a Master Sign Program for the Commercial Office Building Located at 24022 Calle De La Plata in the Village Commercial Zoning District

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

Chair Sedgwick opened the Public Hearing, and upon seeing no one rise, closed the Public Hearing.

Recommendation: That the Planning Agency take the following actions: (1) Conduct a Public Hearing; (2) Find and determine that the project is categorically exempt from the California Environmental Quality Act pursuant to Section 15301(g) and 15311(a) of Title 14, Chapter 3 of the California Code of Regulations under Class 1 - Existing Facilities exemption, and Class 11 - Accessory Structures exemption; and (3) Adopt Resolution No. PA2019-06-11-1: "A Resolution of the Planning Agency of the City of Laguna Hills, California, approving SDPM/MSP No. 8-18-4281, a request by AKC Permit Co., on behalf of property owner MPVCA Laguna LLC., establishing a Master Sign Program for the commercial office building located at 24022 Calle de la Plata in the Village Commercial zoning district."

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

PLANNING AGENCY ADJOURNMENT

Mayor Sedgwick reconvened the City Council Meeting at 8:32 p.m. All Council Members were present.

5. CITY COUNCIL PUBLIC HEARINGS

There were no City Council Public Hearings.

6. ADMINISTRATIVE REPORTS

6.1. City Manager

6.1.1 New Office Space for City Council Members

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

Recommendation: That the City Council provide direction to staff.

Motion to direct staff to proceed with occupying Suite 300 in the Civic Center building for Council Member office space.

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

6.2. Assistant City Manager/Public Services Director

6.2.1 Award of Citywide Landscape Maintenance Services Agreement to Nieves Landscape, Inc.



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: June 25, 2019

TO: Chair and Agency Members

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

ISSUE: Adoption of a Resolution Making Findings of General Plan Consistency for the Proposed Fiscal Year 2019/2020 Capital Improvement Program

RECOMMENDATION: That the Planning Agency adopt a Resolution entitled: "A Resolution of the Planning Agency of the City of Laguna Hills, California, finding that the proposed Fiscal Year 2019/2020 Capital Improvement Program conforms with the General Plan of the City of Laguna Hills pursuant to California Government Code Section 65401."

SUMMARY:

In accordance with Section 65401 of the California Government Code, a Capital Improvement Program (CIP) is required to annually be submitted to the City's Planning Agency for review and determination as to its conformance with the adopted General Plan. Staff has prepared this report outlining the General Plan Goals that support the various Capital Improvement Projects that are included in the next fiscal year budget. Accordingly, Staff recommends that the Planning Agency make a finding that the Fiscal Year 2019/2020 projects included in the CIP are in conformance with the General Plan by adopting the provided Resolution.

BACKGROUND:

California Government Code Section 65401 requires that departments within municipalities responsible for implementing CIP projects prepare and present the following to the Planning Agency: 1) A comprehensive list of the proposed CIPs for the

General Plan Consistency for the Proposed Fiscal Year 2019/2020 Capital Improvement Program
 June 25, 2019
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following budget cycle; and 2) A report as to conformity of that plan with the adopted General Plan.

The multi-year CIP is scheduled for adoption by the City Council on June 25, 2019, including projects in the 2019/2020 Fiscal Year. The specific projects included in the Fiscal Year's CIP, along with the accompanying General Plan Goals they support, are described below. The identified CIP project numbers correspond to the budget project numbers and categories as listed in Exhibit A of the attached Resolution.

Streets, Signals, and Lighting

The following project meets Mobility Goal M-1 (Provide a safe and efficient local transportation system consistent with the general County standards and the regional system) and Mobility Goal M-2 (Implement improvements that foster improved traffic safety on the circulation system for all drivers, pedestrians, and cyclists).

- Citywide Street Maintenance Project (CIP No. 101-K) – Provides for the maintenance and protection of selected public street assets in Pavement Management Program Zones C and E to maintain them in good condition for public mobility.
- Traffic Signal Improvements/Coordination Projects (CIP 168) - Provides for the interconnection' and synchronization of traffic signals for improved traffic flow and traffic safety.
- Alicia Parkway Pavement Maintenance (CIP No. 190) - Provides for the maintenance and protection of a portion of Alicia Parkway, from the westerly City limits to Laguna Court, to maintain the street in good condition for public mobility.

Parks

The following project meets Conservation and Open Space Goal COS-2 (Expand and maintain the City's integrated parks, recreation, and trails system to meet the needs of residents of all ages).

- General Park Renovations (CIP 241) – Provides for the replacement of worn equipment, hardscape or landscape as needed for full utilization of the recreation facility.

General Plan Consistency for the Proposed Fiscal Year 2019/2020 Capital Improvement Program

June 25, 2019

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Flood Control and Water Quality

The following projects meet Conservation and Open Space Goal COS-1 (Manage limited resources so that future generations can enjoy the environmental and scenic wealth this community has to offer).

- Storm Drain/Slope Repairs (CIP 403) - Provides funding for drainage or slope repair projects resulting from storm events causing unexpected adverse infrastructure impacts.
- NPDES/Water Quality Program (CIP 410) - Provides a variety of water quality improvement initiatives and environmental enhancements to reduce pollutants within water runoff reaching the storm drain systems, in accordance with the NPDES permits. This project meets the above-mentioned Conservation and Open Space Goal as well as the following:
 - Safety Goal S-6 (Reduce injuries and danger to life, property damage, and public health hazards associated with flooding).
- Water Quality Improvements (CIP 412) - Provides for the installation of debris gates over the inlets and trash screens within catch basins at approximately 600 locations throughout the City thereby improving pollution prevention and overall storm water quality.

Public Facilities

The following projects meet Community Services and Facilities Goal CSF-1 (Establish and maintain a high level of community facilities and services to meet the needs of the community and enhance the quality of life in Laguna Hills) and Conservation and Open Space Goal COS-2 (Expand and maintain the City's integrated parks, recreation, and trails system to meet the needs of residents of all ages).

- Civil Center Renovations (CIP No. 505) – Provides for the installation of electric vehicle charging stations at the Civic Center to enhance the existing public facility for additional public usage.
- Community Center Renovation (CIP 513) - Provides for various scheduled maintenance and equipment replacement at the Community Center building including roofing and HVAC systems for continued use by the public.

General Plan Consistency for the Proposed Fiscal Year 2019/2020 Capital Improvement Program

June 25, 2019

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- Sports Complex Renovations (CIP 514) - Provides for various scheduled maintenance and equipment replacement at the Sports Complex for continued use and access of the public.

Staff recommends that the Planning Agency find that the Fiscal Year 2019/2020 projects included in the CIP are in conformance with the City's General Plan by adopting the attached Resolution.

CEQA FINDINGS:

The Planning Agency finds that this action is exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section 15061(b)(3) since it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. This General Plan conformity determination does not constitute "approval" of any of the listed projects and, for that reason, this action of the Planning Agency is exempt from the requirements of CEQA. All projects listed in the CIP will be reviewed individually pursuant to the requirements in CEQA and the Planning Agency's review for General Plan consistency does not commit the City to any one of the listed projects. In addition, CEQA Guidelines Section 15378 specifically excludes organizational or administrative activities of government that will not result in direct or indirect physical changes in the environment.

ATTACHMENTS:

- Resolution - 2019/2020 CIP General Plan Conformity
- Six-Year CIP Project Summary List and Budget, Resolution Exhibit "A"
- CIP General Plan Conformity Findings, Resolution Exhibit "B"

RESOLUTION NO. PA2019-06-25-X

A RESOLUTION OF THE PLANNING AGENCY OF THE CITY OF LAGUNA HILLS, CALIFORNIA, FINDING THAT THE PROPOSED FISCAL YEAR 2019/2020 CAPITAL IMPROVEMENT PROGRAM CONFORMS WITH THE GENERAL PLAN OF THE CITY OF LAGUNA HILLS PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 65401

The Planning Agency of the City of Laguna Hills, California, hereby finds, determines, declares, and resolves as follows:

WHEREAS, on December 20, 1991, the City of Laguna Hills was established as a duly organized municipal corporation of the State of California; and

WHEREAS, on June 28, 1994, the City of Laguna Hills adopted its General Plan incorporating all state mandated elements; and

WHEREAS, on July 14, 2009, the City of Laguna Hills adopted an update to the Laguna Hills General Plan, which subsequently has been amended from time to time; and

WHEREAS, California Government Code Section 65401 requires the Planning Agency to annually review a comprehensive list of proposed public works projects recommended for planning, initiation, or construction during the ensuing fiscal year, and report to City Council as to conformity of that coordinated program with the City's General Plan; and

WHEREAS, the City Manager of the City of Laguna Hills has prepared a Six-Year Capital Improvement Program Project Summary List and Budget, which identifies proposed Fiscal Year 2019/2020 public works projects; and

WHEREAS, on June 25, 2019, at a regularly scheduled meeting, the Planning Agency reviewed and considered the comprehensive list of Fiscal Year 2019/2020 public works projects included in the City of Laguna Hills Six-Year Capital Improvement Program Project Summary List and Budget, and concluded said review prior to the adoption of this Resolution.

NOW, THEREFORE, THE PLANNING AGENCY OF THE CITY OF LAGUNA HILLS, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. The foregoing recitals are true and correct and are incorporated herein by reference.

SECTION 2. Each of the Fiscal Year 2019/2020 public works projects included in the City of Laguna Hills Six-Year Capital Improvement Program Project Summary List and Budget, attached hereto as Exhibit "A", incorporated herein by reference, conforms with the City's General Plan based on the information and findings set forth in Exhibit "B", attached hereto and incorporated herein by reference.

SECTION 3. The Planning Agency finds that this action is exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section 15061(b)(3) since it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. This General Plan conformity determination does not constitute "approval" of any of the listed projects and, for that reason, this action of the Planning Agency is exempt from the requirements of CEQA. All projects listed in the CIP will be reviewed individually pursuant to the requirements in CEQA and the Planning Agency's review for General Plan consistency does not commit the City to any one of the listed projects. In addition, CEQA guidelines Section 15378 specifically excludes organizational or administrative activities of government that will not result in direct or indirect physical changes in the environment.

SECTION 4. Based on the findings and conclusions set forth above, this Resolution shall serve as the Planning Agency's report regarding the conformity of the Fiscal Year 2019/2020 public works projects included in the City of Laguna Hills Six-Year Capital Improvement Program Project Summary List and Budget with the City's adopted General Plan as required by California Government Code Section 65401.

PASSED, APPROVED, AND ADOPTED this 25th day of June 2019.

DON SEDGWICK, CHAIR

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. PA2019-06-25-X adopted by the City Council of the City of Laguna Hills, California,
at a Regular Meeting thereof held on the 25th day of June 2019, by the following vote:

AYES:

NOES

ABSENT:

ABSTAIN:

(SEAL)

MELISSA AU-YEUNG, CITY CLERK

EXHIBIT A

CITY OF LAGUNA HILLS

SIX YEAR CAPITAL IMPROVEMENT PROGRAM

PROJECT SUMMARY LIST AND BUDGET

INCLUDING

FISCAL YEAR 2019-2020 PROJECTS

**CITY OF LAGUNA HILLS
SIX YEAR CAPITAL IMPROVEMENT PROGRAM
PROJECT SUMMARY**

PROJECT No.	PROJECT	TOTAL COST	FISCAL YEAR 2019/20	FISCAL YEAR 2020/21	FISCAL YEAR 2021/22	FISCAL YEAR 2022/23	FISCAL YEAR 2023/24	FISCAL YEAR 2024/25	FUTURE
STREET, SIGNALS AND LIGHTING									
101	Annual Street Maintenance	\$ 7,875,336	\$ 2,375,336	\$ -	\$ 2,700,000	\$ -	\$ 2,800,000	\$ -	\$ -
112	Traffic Signals	300,000	-	-	-	-	-	-	300,000
139	Cabot Widening - La Paz to Paseo de Valencia	3,250,000	-	-	-	-	-	-	3,250,000
145	Paseo de Valencia Widening	8,500,000	-	-	-	-	-	-	8,500,000
168	Traffic Signal Improvements/Coordination Projects	300,000	50,000	-	50,000	-	50,000	-	150,000
170	Access Ramp Construction - Citywide	4,300,000	-	-	-	-	-	-	4,300,000
178	South Moulton Pavement Rehabilitation (VIA Lomas to SCL)	1,975,000	-	-	-	-	-	-	1,975,000
181	Oso Parkway Pavement Rehabilitation (Cabot to WCL)	1,975,000	-	-	-	-	-	-	1,975,000
182	Lake Forest Drive Pavement Rehabilitation (ECL to WCL)	1,975,000	-	-	-	-	-	-	1,975,000
183	Avenida Carlota Pavement Rehabilitation (El Toro Rd to Los Alisos Blvd)	1,025,000	-	-	-	-	-	-	1,025,000
184	La Paz Road Widening (McIntyre to Cabot)	2,275,000	-	100,000	-	-	-	-	2,175,000
185	Replacement of Illuminated Street Name Signs at all Traffic Signal Locations	400,000	-	-	-	-	-	-	400,000
188	Ridge Route Pavement Rehabilitation - Moulton Parkway to Santa Vittoria	650,000	-	-	-	-	-	-	650,000
190	Alicia Parkway Pavement Rehabilitation	250,000	250,000	-	-	-	-	-	-
	Sub-Total	\$ 35,050,336	\$ 2,675,336	\$ 100,000	\$ 2,750,000	\$ -	\$ 2,850,000	\$ -	\$ 26,675,000

**CITY OF LAGUNA HILLS
SIX YEAR CAPITAL IMPROVEMENT PROGRAM
PROJECT SUMMARY**

PROJECT No.	PROJECT	FISCAL YEAR 2019/20	FISCAL YEAR 2020/21	FISCAL YEAR 2021/22	FISCAL YEAR 2022/23	FISCAL YEAR 2023/24	FISCAL YEAR 2024/25	FUTURE
		TOTAL COST						
STREETSCAPE								
301	Alicia Parkway Median Islands Landscape Rehabilitation	IV- 38	\$ 975,000	\$ -	\$ -	\$ -	\$ -	\$ 975,000
305	La Paz Median Islands	IV- 40	3,625,000	-	-	-	-	3,625,000
307	Entry Monuments	IV- 42	750,000	-	-	-	-	750,000
312	Paseo de Valencia Median Island Rehabilitation	IV- 44	3,450,000	-	-	-	-	3,450,000
314	Paseo de Valencia Median Islands	IV- 46	2,150,000	-	-	-	-	2,150,000
315	Rehabilitation of Oso Median Islands	IV- 48	2,750,000	-	-	-	-	2,750,000
322	Rehabilitation of Moulton Median Island	IV- 50	2,200,000	-	-	-	-	2,200,000
323	Rehabilitation of Laguna Hills Drive Median Island	IV- 52	875,000	-	-	-	-	875,000
324	Rehabilitation of La Paz Median Island	IV- 54	1,075,000	-	-	-	-	1,075,000
325	Ridge Route Median Islands - Santa Vittoria to Moulton Pkwy	IV- 56	2,150,000	-	-	-	-	2,150,000
326	Laguna Hills Drive Median Islands and North Parkway	IV- 58	685,000	-	-	-	-	685,000
330	Alicia Pkwy & Paseo de Valencia Street Tree Program	IV- 60	690,000	-	-	-	-	690,000
331	Synthetic Landscape Turf Median Islands	IV- 62	1,075,000	-	-	-	-	1,075,000
333	Ridge Route Medians - Moulton Pkwy to Avenida de la Carlota	IV- 64	2,400,000	-	-	-	-	2,400,000
334	Aliso Hills Drive North Down Slope	IV- 66	975,000	-	-	-	-	975,000
335	La Paz Road South Side Slope Renovation	IV- 68	5,225,000	-	-	-	-	5,225,000
336	Palermo and Taranto Slope Renovation	IV- 70	275,000	-	-	-	-	275,000
337	San Remo Drive Slope Renovation	IV- 72	755,000	-	-	-	-	755,000
338	Paseo De Valencia East and West Parkway Renovation	IV- 74	810,000	-	-	-	-	810,000
339	Paseo de Valencia Southwest Parkway Renovation	IV- 76	625,000	-	-	-	-	625,000
	Sub-Total		\$ 33,515,000	\$ -	\$ -	\$ -	\$ -	\$ 33,515,000

**CITY OF LAGUNA HILLS
SIX YEAR CAPITAL IMPROVEMENT PROGRAM
PROJECT SUMMARY**

PROJECT No.	PROJECT	FISCAL YEAR 2019/20	FISCAL YEAR 2020/21	FISCAL YEAR 2021/22	FISCAL YEAR 2022/23	FISCAL YEAR 2023/24	FISCAL YEAR 2024/25	FUTURE
		TOTAL COST						
FLOOD CONTROL & WATER QUALITY								
403	Storm Drain/Slope Repairs	IV- 79	\$ 150,000	\$ 50,000	\$ -	\$ 50,000	\$ -	-
406	F23 Canada Channel (Veeh Park)	IV- 81	750,000	-	-	-	-	750,000
407	Aliso Creek Watershed	IV- 83	500,000	-	-	-	-	500,000
410	NPDES / Water Quality Program	IV- 85	1,200,000	200,000	200,000	200,000	200,000	-
411	Largo Storm Drain Improvements (secondary outlet)	IV- 87	400,000	-	-	-	-	400,000
412	Water Quality (2) Improvements	IV- 89	750,000	250,000	250,000	250,000	-	-
413	Oso Parkway Wetlands	IV- 91	500,000	-	-	-	-	500,000
	Sub-Total		\$ 4,250,000	\$ 500,000	\$ 200,000	\$ 500,000	\$ 200,000	\$ 2,150,000
PARKS								
234	Aliso Hills Park	IV- 94	\$ 2,900,000	\$ -	\$ -	\$ -	\$ -	2,900,000
237	Park Refurbishment Project	IV- 96	240,000	-	240,000	-	-	-
238	Community Center and Sports Complex Field Renovations	IV- 98	675,000	-	200,000	-	250,000	-
241	General Park Renovations	IV- 100	750,000	250,000	-	250,000	-	-
	Sub-Total		\$ 4,565,000	\$ 250,000	\$ 440,000	\$ 250,000	\$ 250,000	\$ 2,900,000
PUBLIC FACILITIES								
505	Civic Center Renovations	IV- 103	\$ 50,000	\$ 50,000	\$ -	\$ -	\$ -	-
506	Skate Facility Enhancements	IV- 105	325,000	-	-	-	-	325,000
508	Equipment & Supply Storage Building	IV- 107	575,000	-	-	-	-	575,000
510	Public Art Program - Civic Center	IV- 109	200,000	-	-	-	-	200,000
513	Community Center Renovation	IV- 111	635,000	420,000	60,000	80,000	50,000	-
514	Sports Complex Renovations	IV- 113	305,000	125,000	25,000	-	30,000	-
515	Community Center and Sports Complex Energy Efficient Field Lights	IV- 115	300,000	-	-	-	-	300,000
	Sub-Total		\$ 2,340,000	\$ 595,000	\$ 85,000	\$ 80,000	\$ 150,000	\$ 1,400,000

**CITY OF LAGUNA HILLS
SIX YEAR CAPITAL IMPROVEMENT PROGRAM
PROJECT SUMMARY**

PROJECT No.	PROJECT	FISCAL YEAR 2018/20	FISCAL YEAR 2020/21	FISCAL YEAR 2021/22	FISCAL YEAR 2022/23	FISCAL YEAR 2023/24	FISCAL YEAR 2024/25	FUTURE
		TOTAL COST						
TRAILS AND OPEN SPACE								
601	Trails Master Plan - Other Projects	IV- 118	\$ 2,875,000	\$ -	\$ -	\$ -	\$ -	2,875,000
606	Trail Head Plazas	IV- 120	1,175,000	-	-	-	-	1,175,000
607	Aliso Hills Channel Pedestrian Crossing JOSPO3	IV- 122	450,000	-	-	-	-	450,000
608	Multi-use Trail - Alicia to La Paz	IV- 124	4,175,000	-	-	-	-	4,175,000
609	Multi-use Trail - Community Center to Indian Hill	IV- 126	875,000	-	-	-	-	875,000
610	Loop Trails in Alicia Open Space	IV- 128	425,000	-	-	-	-	425,000
611	La Paz Multi-use Trail - Alameda to Paseo de Valencia	IV- 130	8,850,000	-	-	-	-	8,850,000
612	Alicia Pedestrian Bridge at Trail	IV- 132	1,225,000	-	-	-	-	1,225,000
613	Trail along SJHTC	IV- 134	375,000	-	-	-	-	375,000
614	Alicia Open Space Landscaping	IV- 136	16,375,000	-	-	-	-	16,375,000
615	La Paz Open Space Riparian Habitat- Alameda to Paseo de Valencia	IV- 138	12,300,000	-	-	-	-	12,300,000
616	Aliso Hills Area Open Space	IV- 140	4,625,000	-	-	-	-	4,625,000
617	Oso Parkway Open Space Landscape	IV- 142	8,375,000	-	-	-	-	8,375,000
618	Ridge Route Open Space	IV- 144	850,000	-	-	-	-	850,000
619	Slope Renovation South of Aliso Creek	IV- 146	900,000	-	-	-	-	900,000
620	Miscellaneous Landscape Renovations - Various Areas	IV- 148	1,750,000	-	-	-	-	1,750,000
621	Recycled Water Conversions	IV- 150	1,000,000	-	-	-	-	1,000,000
	Sub-Total		\$ 66,600,000	\$ -	\$ -	\$ -	\$ -	\$ 66,600,000
	Grand Total		\$ 146,370,336	\$ 4,020,336	\$ 825,000	\$ 3,580,000	\$ 505,000	\$ 3,750,000
								\$ 450,000
								\$ 133,240,000

EXHIBIT B

FISCAL YEAR 2019/2020 CAPITAL IMPROVEMENT PROGRAM PROJECTS GENERAL PLAN CONFORMITY FINDINGS

Streets, Signals, and Lighting

The following project meets Mobility Goal M-1 (Provide a safe and efficient local transportation system consistent with the general County standards and the regional system) and Mobility Goal M-2 (Implement improvements that foster improved traffic safety on the circulation system for all drivers, pedestrians, and cyclists).

- Citywide Street Maintenance Project (CIP No. 101-K) – Provides for the maintenance and protection of selected public street assets in Pavement Management Program Zones C and E to maintain them in good condition for public mobility.
- Traffic Signal Improvements/Coordination Projects (CIP 168) - Provides for the interconnection' and synchronization of traffic signals for improved traffic flow and traffic safety.
- Alicia Parkway Pavement Maintenance (CIP No. 190) - Provides for the maintenance and protection of a portion of Alicia Parkway, from the westerly City limits to Laguna Court, to maintain the street in good condition for public mobility.

Parks

The following project meets Conservation and Open Space Goal COS-2 (Expand and maintain the City's integrated parks, recreation, and trails system to meet the needs of residents of all ages).

- General Park Renovations (CIP 241) – Provides for the replacement of worn equipment, hardscape or landscape as needed for full utilization of the recreation facility.

Flood Control and Water Quality

Exhibit B
Page 2

The following projects meet Conservation and Open Space Goal COS-1 (Manage limited resources so that future generations can enjoy the environmental and scenic wealth this community has to offer).

- Storm Drain/Slope Repairs (CIP 403) - Provides funding for drainage or slope repair projects resulting from storm events causing unexpected adverse infrastructure impacts.
- NPDES/Water Quality Program (CIP 410) - Provides a variety of water quality improvement initiatives and environmental enhancements to reduce pollutants within water runoff reaching the storm drain systems, in accordance with the NPDES permits. This project meets the above-mentioned Conservation and Open Space Goal as well as the following:
 - Safety Goal S-6 (Reduce injuries and danger to life, property damage, and public health hazards associated with flooding).
- Water Quality Improvements (CIP 412) - Provides for the installation of debris gates over the inlets and trash screens within catch basins at approximately 600 locations throughout the City thereby improving pollution prevention and overall storm water quality.

Public Facilities

The following projects meet Community Services and Facilities Goal CSF-1 (Establish and maintain a high level of community facilities and services to meet the needs of the community and enhance the quality of life in Laguna Hills) and Conservation and Open Space Goal COS-2 (Expand and maintain the City's integrated parks, recreation, and trails system to meet the needs of residents of all ages).

- Civil Center Renovations (CIP No. 505) – Provides for the installation of electric vehicle charging stations at the Civic Center to enhance the existing public facility for additional public usage.
- Community Center Renovation (CIP 513) - Provides for various scheduled maintenance and equipment replacement at the Community Center building including roofing and HVAC systems for continued use by the public.
- Sports Complex Renovations (CIP 514) - Provides for various scheduled maintenance and equipment replacement at the Sports Complex for continued use and access of the public.



City of Laguna Hills

City Council/Planning Agency

Staff Report

DATE: June 25, 2019

TO: Mayor and Council Members

FROM: Donald J. White
City Manager

ISSUE: Adoption of the Biennial Budget for Fiscal Years 2019/2020 & 2020/2021, Including the Operating Budget, Debt Service, Six-Year Capital Improvement Plan, and Other Appropriations

RECOMMENDATION: That the City Council: (1) Conduct a Public Hearing regarding the Biennial Budget for Fiscal Years 2019/2020 & 2020/2021; and (2) Adopt a Resolution entitled: "A Resolution of the City Council of the City of Laguna Hills, California, adopting the Operating Budget, Capital Improvement Program, and Other Appropriations for the City of Laguna Hills for Fiscal Years 2019/2020 - 2020/2021."

SUMMARY:

Every two years the City sets aside approximately six months to focus on the budget preparation process. Attached to this staff report is the proposed Biennial Budget for Fiscal Years 2019/2020 - 2020/2021. The proposed biennial budget consists of total expenditures in the amount of \$50,989,872 for the two year period. A more detailed budget analysis can be found in the City Manager's Budget Message in the proposed budget.

BACKGROUND:

In preparation for the Public Hearing on the 2019-2021 Biennial Operating Budget and Six-Year Capital Improvement Program (CIP), the City Council has conducted the following public review and discussion of the Biennial Budget:

- March 23, 2019 City Council Workshop

Biennial Budget FY 2019/20 - 2020/21 Adoption

June 25, 2019

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- May 28, 2019 Presentation of City Manager's Proposed Biennial Budget

A City Council Workshop was held on March 23, 2019, for the purpose of obtaining policy direction from City Council. At the May 28, 2019, City Council Meeting, the City Manager's Proposed 2019-2021 Biennial Budget and Six-Year Capital Plan was presented for review and input from the City Council. The following are the Council changes to the City Manager's Proposed Operating Budget and Capital Improvement Plan from the draft presented to City Council at the May 28, 2019, City Council Meeting.

	<u>FY</u> <u>2019/20</u>	<u>FY</u> <u>2020/21</u>
TOTAL FUNDING USES - City Manager Proposed Budget, May 28, 2019	26,841,213	24,052,521
CITY COUNCIL CHANGES:		
GENERAL FUND OPERATING EXPENDITURES		
<u>General Government Department</u>		
Acct. No. 100-155-695.000 - Community Events/Public Relations		
Laguna Hills Chamber of Commerce Sponsorship Agreement	5,000	5,000
Acct. No. 100-155-700.000 - Professional Services		
Reduction in professional services	(39,862)	-
<u>Community Services Department</u>		
Acct. No. 100-310-695.500 - Holiday Events		
Additional holiday lighting	50,000	50,000
<u>Public Services Department</u>		
Acct. No. 100-355-720.700 - Landscape Maintenance		
Landscape maintenance service alternate bid #1	26,000	-
NET CHANGE TO OPERATING BUDGET - increase/(decrease)	41,138	55,000
CAPITAL IMPROVEMENT PROGRAM		
CIP No. 184 - La Paz Road Widening (McIntyre to Cabot)		
Move project from FY 2019/20 to FY 2020/21	(100,000)	100,000
NET CHANGE TO CAPITAL IMPROVEMENT PROGRAM - increase/(decrease)	(100,000)	100,000
TOTAL FUNDING USES - City Manager Proposed Budget, June 28, 2019	<u>\$ 26,782,351</u>	<u>\$ 24,207,521</u>

Operating Budget

The table below shows the proposed operating expenditures and revenues for the next two-year budget cycle.

Biennial Budget FY 2019/20 - 2020/21 Adoption

June 25, 2019

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	YE Estimate FY 2018-19	Proposed Budget FY 2019-20	Proposed Budget FY 2020-21
General Fund Operating Expenditures	\$19,431,370	\$20,675,186	\$21,359,317
% Change from prior year		6.4%	3.3%
Operating Revenues	\$21,224,291	\$22,480,107	\$23,148,238
% Change from prior year budget		5.9%	3.0%

Capital Improvement Plan

The 2017-2019 Biennial Budget includes a Six-Year CIP. For the upcoming Biennial Budget cycle, the budget appropriates \$4,845,336 towards thirteen (13) capital projects. These projects will be funded over the course of the two-year budget cycle with Special Revenues and Reserve Funds in the amount of \$3,630,336, or 75% of the required funding. The balance of \$1,215,000 will be supported by the City's General Fund.

2019-2021 Capital Projects	Budget FY 2019/20	Budget FY 2020/21
Capital Expenditures	\$ 4,020,336	\$ 825,000
<i>Funding Sources:</i>		
Special Revenue/Reserve Funds	\$ 3,245,336	\$ 385,000
General Fund	\$ 775,000	\$ 440,000

Biennial Budget FY 2019/20 - 2020/21 Adoption

June 25, 2019

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FISCAL IMPACT:

The attached Resolution authorizes the following expenditures for the 2019-2021 Biennial Budget cycle:

	<u>FY 2019/20</u>	<u>FY 2020/21</u>
Operations	\$20,675,186	\$21,359,317
Capital Projects	4,020,336	825,000
Debt Service	1,804,921	1,788,921
AB 2766	70,000	35,000
CASp	5,000	5,000
Beverage Recycling	21,757	8,500
CR&R Recycling Fee	2,879	2,879
C&D Forfeited Deposits	68,000	68,000
Senior Mobility	64,272	64,904
Use of Reserves	50,000	50,000

A Consolidated Reporting of Funding Sources and Uses can be found in the “Budget Summary” section of the Biennial Budget. It should be noted that expenditures relating to the enterprise activity of the Laguna Hills Civic Center are approved by the City Council under a separate budget and on a single fiscal-year basis.

ATTACHMENTS:

- City Manager Proposed Biennial Budget 2020-21 & Six-Year Capital Improvement Program
- Resolution Adopting Biennial Budget 2019/2020 - 2020/2021



CITY OF LAGUNA HILLS California

BIENNIAL BUDGET Fiscal Years 2019/20 - 2020/21



CITY OF LAGUNA HILLS

CALIFORNIA

BIENNIAL BUDGET FISCAL YEARS 2019/20 - 2020/21

MAYOR

Don Sedgwick

MAYOR PRO-TEM

Janine Heft

COUNCIL MEMBERS

Dore J. Gilbert, M.D.

Erica Pezold

Dave Wheeler

CITY MANAGER

Donald J. White

PREPARED BY

Janice Mateo Reyes, Finance Director
James Haston, Senior Management Analyst



GOVERNMENT FINANCE OFFICERS ASSOCIATION

*Distinguished
Budget Presentation
Award*

PRESENTED TO

**City of Laguna Hills
California**

For the Biennium Beginning

July 1, 2017

Christopher P. Morill

Executive Director

CITY OF LAGUNA HILLS

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5.1.a

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Attachment: City Manager Proposed Biennial Budget 2020-21 & Six-Year Capital Improvement Program (1894 : Biennial Budget FY 2019/20 -

Introduction



CITY OF LAGUNA HILLS

Budget Message

Biennial Budget

FY 2019/20 – 2020/21

Honorable Mayor and Council Members:

We are pleased to present to you the City of Laguna Hills' 2019-2021 Biennial Budget. This lengthy and informative document is comprised of a 2-year operating plan, a 6-year capital improvement program, and an appropriation for debt service and other uses. Moreover, it is a reflection of your leadership in shaping the service priorities and goals of the Laguna Hills community while maintaining fiscal prudence and oversight.

This budget message will provide you with an overview of the City's financial program for the next two years and the major priorities and issues that helped shape the budget. The information in this budget document is organized into the following five sections:

1. Introduction: This section introduces the reader to the budget and includes this budget message, a list of the City Council Members and appointed officials, and the City's functional organizational chart.
2. Budget Summaries: This section includes the 8-Year Resource Allocation Plan, Consolidated Report of all Funding Sources and Uses, and the Total Budget for all funds.
3. Department Plans and Budgets: The City plans and budgets are organized by departments: General Government, Non-Departmental, Community Development, Public Services, Community Services, and

Public Safety. For each department, information provided includes its mission, functional areas, unique work programs, budgeted staffing allocations, and a historical trend graph of expenditures.

4. Capital Improvement Plan: This section includes summary pages listing the capital projects which are intended to be carried out in the next six years and their related funding sources. The individual capital projects are presented in a two-page side-by-side format which provides detailed information on each project.
5. Appendices: This section contains the following supporting documentation: Financial Policies, City Council Member Budget Proposals (and their associated collective ranking by the City Council), Budgetary Basis and Accounting Principles, Budget Calendar, Appropriations Limit Calculation, Resolution Adopting the Budget, Personnel Allocation Schedule, Debt Information, Glossary, and Demographics.

Budget Highlights, Assumptions & Priorities

Since the end of the “Great Recession” ten years ago, a structural correction has effectively worked its way through much of the economy. The landscape of the State and region has transformed substantially since that time, and while government revenues at the local and regional level were particularly affected, the City has consistently maintained and continues to maintain a healthy financial condition. Utilizing revenue projections for this biennial budget cycle, it is anticipated that General Fund revenues will modestly increase over the next two years.

The City remains committed to its conservative financial policies, as they played a critical role in allowing the City to respond quickly to the post-Recession difficulties and will help the City weather slower economic conditions that may arise in the future. Consequently, these conservative financial policies have greatly influenced the development of this 2019-2021 Biennial Budget.

During the last biennial budget cycle, a concerted effort was made to limit the growth of budgeted ongoing expenditures. This was once again the case and these cost-savings measures will continue during the 2019-2021 Biennial Budget.

This biennial budget was developed utilizing the following assumptions over the next eight years for the following categories:

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	
	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	Average
General Inflation	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
Taxable Sales	3.14%	-0.59%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%	1.82%
Property Tax	2.80%	3.20%	2.76%	3.11%	3.46%	2.83%	2.37%	2.37%	2.86%
Sheriff's Contract	1.50%	4.00%	4.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.06%

Overall, the assumptions are generally conservative and assume a continued low general inflationary environment. Sales tax and property tax estimates for the next two years have been provided by a third-party consultant.

The proposed 2019-2021 Biennial Budget and 8-Year Resource Allocation Plan were also based on the following assumptions:

- The City will remain in a strong financial position without any major new development projects (i.e. Five Lagunas).
- The 2019-2021 Biennial Budget is a status quo budget with no new major projects or programs, with a few notable exceptions.
- Projected revenues and expenditures are based on conservative assumptions. General inflation is assumed to remain flat over the planning horizon at 2.5% annually.
- The 2019-2021 Biennial Budget and 8-Year Resource Allocation Plan do not rely on any new revenues from the Five Lagunas project.
- Revenue estimates have been updated based on the most current data. Sales tax estimates for the next two years have been provided by the City's sales tax consultant. The assessed valuation projections for the next five years have also been projected by the City's property tax consultant.
- Under the current Memorandum of Understanding between the City and the Laguna Hills City Employees Association, effective July 1, 2018, through June 30, 2021, (1) employee participation in pension contributions will increase over the next two years to the full 7% required employee share of the plan's normal cost and, (2) employees will receive a cost of living adjustment in accordance with the CPI effective July 1, 2020, with a minimum of 2% and a maximum of 3%.
- The estimates for the law enforcement contract with the Orange County Sheriff's Department projects annual increases of 1.5% in Year 1, 4% in Years 2 and 3, and 3% annually thereafter.
- There are no discretionary capital projects funded by the General Fund, with the exception of an electronic community message board.

- Annual debt service on the City's outstanding Certificate of Participation will drop from \$1,797,881 in FY 2021-2022 to \$389,381 in FY 2022-2023. In year 7, the City is debt free.
- The City's unfunded actuarial liability with CalPERS is paid down by year 6.

The following provides the major highlights of the 2019-2021 Biennial Budget:

1. The table below shows the Operating Budget's forecasted revenues and expenditures that will enable the City to continue providing high quality services.

2019-2021 Operating Budget	Budget FY 2019-2020	Budget FY 2020-2021
Operating Expenditures	\$ 22,480,107	\$ 23,148,238
General Fund Revenues	\$ 22,524,167	\$ 22,850,713

2. Operating revenues for FY 19-20 are anticipated to increase by 3.3% from the FY 18-19 year-end estimate. Revenues for the following year are projected to increase by 4.8%.
3. Thirteen (13) capital projects are scheduled for completion during the Biennial Budget period for a total estimated cost of \$4,845,336. Of this amount, \$1,215,000 is required from the General Fund and another \$385,000 is funded out of capital reserve funds. The remaining \$3,245,336 will come from various Special Revenue funds. The table below reflects the projected capital costs in each fiscal year, as well as total funding sources.

2019-2021 Capital Projects	Budget FY 2019-2020	Budget FY 2020-2021
Capital Expenditures	\$ 4,020,336	\$ 825,000
Funding Sources:		
Special Revenue	\$ 2,945,336	\$ 300,000
General Fund	\$ 775,000	\$ 440,000

Personnel Costs

Personnel costs, particularly pensions, medical, and retiree medical coverage, have been the focus of public attention and concern for some time now. In governmental agencies, personnel costs can often comprise the largest expense in municipal budgets. In Laguna Hills, the City directly employs 26 full-time employees and 2.6 full-time equivalent part-time employees, as well as 8.5 full-time equivalent seasonal part-time employees. However, consistent with a contract city model, a large portion of the workforce is provided by other governmental agencies or private sector employers who contract with the City.

The table on the following page shows the projected personnel costs over the life of the City's 8-year plan as a percentage of the total operating budget.

Fiscal Year	General Fund Budget	Personnel Costs	% of Total General Fund Budget
FY 19-20	\$20,675,186	\$ 5,050,528	24.43%
FY 20-21	\$21,359,317	\$ 5,278,822	24.71%
FY 21-22	\$21,902,702	\$ 5,410,793	24.70%
FY 22-23	\$22,454,589	\$ 5,546,062	24.70%
FY 23-24	\$23,102,474	\$ 5,684,714	24.61%
FY 24-25	\$23,686,797	\$ 5,826,832	24.60%
FY 25-26	\$24,068,009	\$ 5,672,503	23.57%
FY 26-27	\$24,714,076	\$ 5,814,315	23.53%

As shown in the table above, personnel costs as a percentage of the budget are anticipated to range between 23.53 to 24.71% through FY 26-27.

It should be noted that the City of Laguna Hills does not have any financial obligation to provide health insurance for its retirees. Contractual commitments for retiree health insurance and Other Post-Employment Benefits (OPEB) are rapidly becoming a significant budgetary problem for cities across California, but not for Laguna Hills.

Funding Sources

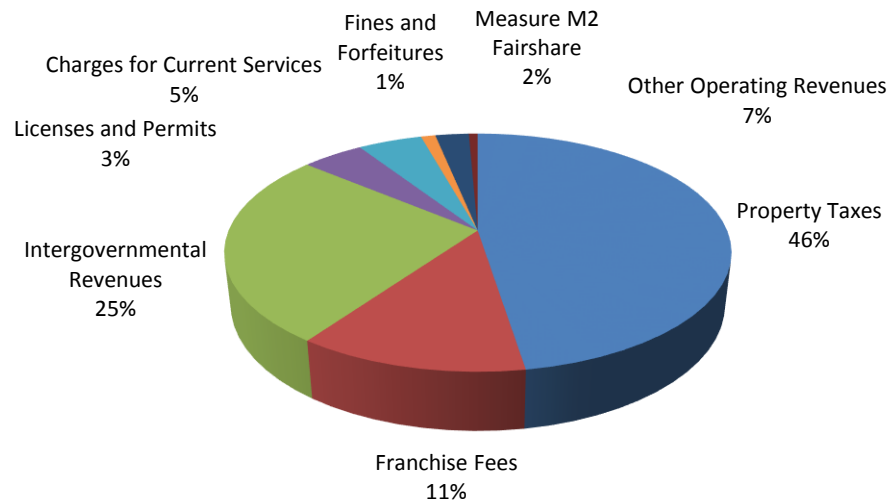
The proposed budget focuses on three major categories of funding sources for the City's financial activities, namely Operating Fund Revenues, Special Revenues and Other Funding Sources.

OPERATING REVENUES

The principal sources of the City's Operating revenues are property taxes, franchise fees, transient occupancy taxes, sales and use tax allocation, fees from licenses and permits, service charge fees, fines and forfeitures, vehicle in-lieu fees, and interest income. Each of these revenue sources is discussed in further detail on page II-22. The major sources of Operating Revenue, and their respective percentages of the total Operating Revenues, are exhibited in Figure 1.

Figure 1

% of Total Operating Revenue - FYs 2019-20 and 2020-21



For the first year of the Biennial Budget, Operating Revenues are anticipated to increase by 3.3% from the FY 18-19 year-end estimate to \$25,035,712. Operating Revenues in the following year are projected to increase by 4.8% from the FY 18-19 year-end estimate to 25,198,102.

The following table depicts the projected percentage change for the two primary revenue sources for the new budget cycle.

Operating Revenue Sources	Year-End Estimate 2018-2019	Budget FY 19-20	Budget FY 20-21
1) Sales Tax	\$ 5,842,430	\$ 6,025,638	\$ 5,990,338
% Change from prior year		3.14%	-0.59%
2) Property Tax	\$ 11,031,848	\$ 11,341,052	\$ 11,704,415
% Change from prior year		2.80%	3.20%

SPECIAL REVENUES

Special Revenue for FY 19-20 is budgeted at approximately \$2.5 million and approximately \$2.3 million in FY 20-21. The City's special revenues consist of annual allocations, as well as developer impacts fees and special grants tied in with specific capital projects. Annual allocations are comprised mainly of the State's subvention for gasoline tax, local Measure M2 Fair Share revenues, and Air Quality Management District AB 2766 program revenues. Developer impact fees consist of Quimby Act Park In-lieu Fees, Public Art Fees, and Traffic Impact Fees. The City also receives special grants, which are one-time allocations awarded on a competitive basis, such as Coastal Area Road Improvement and Traffic Signals (CARITS) funding and Measure "M" Competitive funding. The special revenue funds are discussed in more depth in the "Major Sources of Special Revenue Funds" on page II-30.

**OTHER FUNDING
SOURCES**

Other funding sources may include proceeds from debt financing, interest on trust funds, as well as the distributions from the leasing operation of the Laguna Hills Civic Center office building.

Funding Uses

The City's appropriation of its total financial resources is classified into three major categories: General Fund Expenditures, Capital Improvement Plan, and Other Funding Uses.

**GENERAL FUND
OPERATING
EXPENDITURES**

General Fund Expenditures are the costs directly associated with the general governmental functions of the City which are listed in the table below broken out by department. In FY 19-20, General Fund operating expenditures are projected to be \$20,675,186, an increase of \$1,151,006, or 6.4%, from the FY 18-19 year-end estimate. For FY 20-21, the General Fund operating expenditures are projected to increase by 3.31% to \$21,359,317. Figure 2 below shows each Department's spending level as a percentage of total operating expenditures for both Biennial Budget fiscal years.

Figure 2
% of Total Operating Expenditures by Department

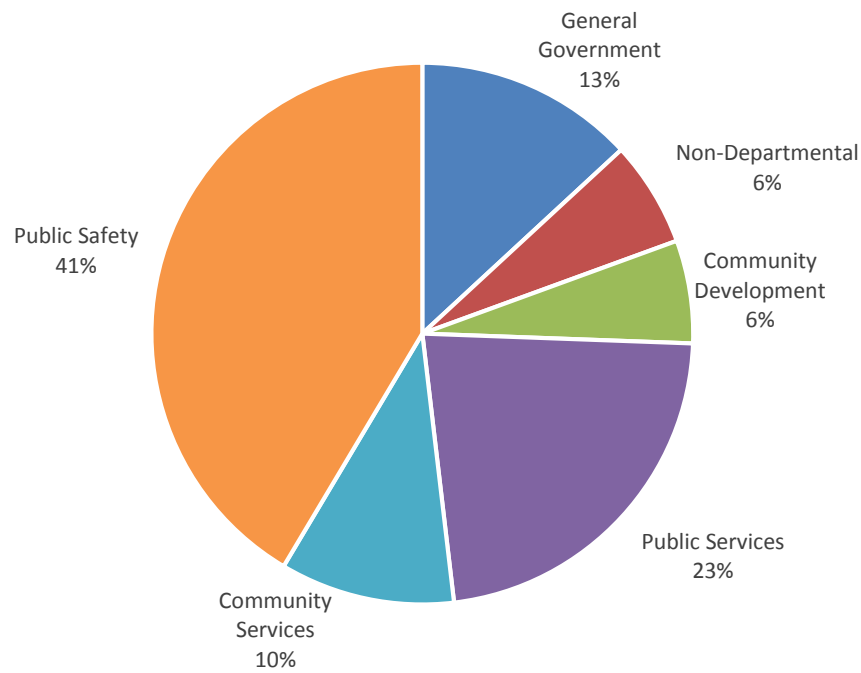
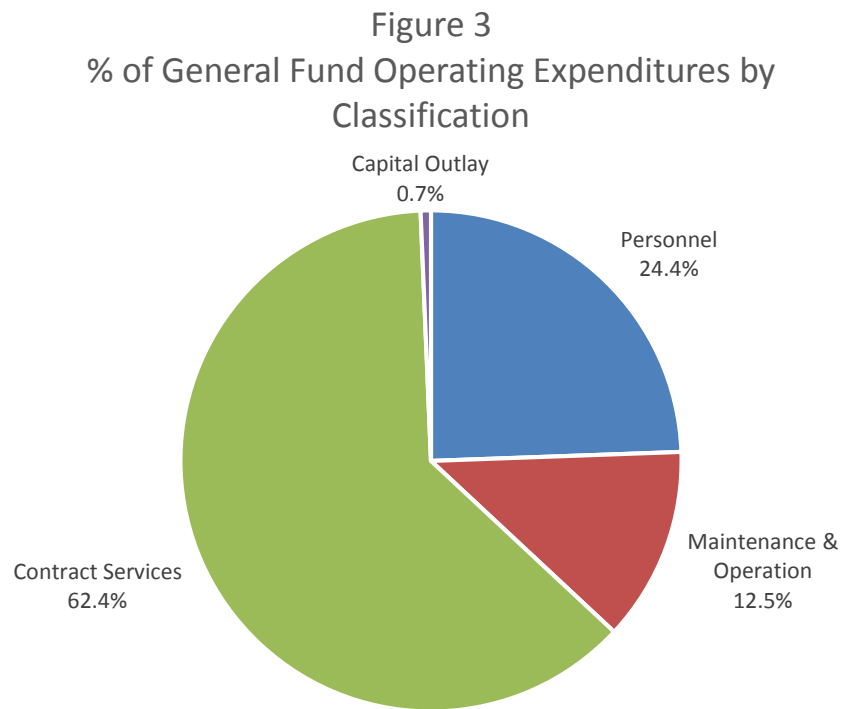


Figure 3 on the following page illustrates the City's expenditure classifications as a percentage of total Operating Expenditures in both years of the Biennial Budget.



As a contract city, the Contract Services classification has historically represented the largest share of the total operating expenditures. That remains the case for this Biennial Budget.

**CAPITAL
IMPROVEMENT
PROJECTS**

For the upcoming biennial budget cycle, \$4,845,336 is budgeted towards 13 capital projects. These projects will be funded over the course of the 2-year budget with Special Revenue funds in the amount of \$3,630,336, or 75% of the funding. The balance of \$1,215,000, or 25% of the funding, will be supported by the City's General Fund.

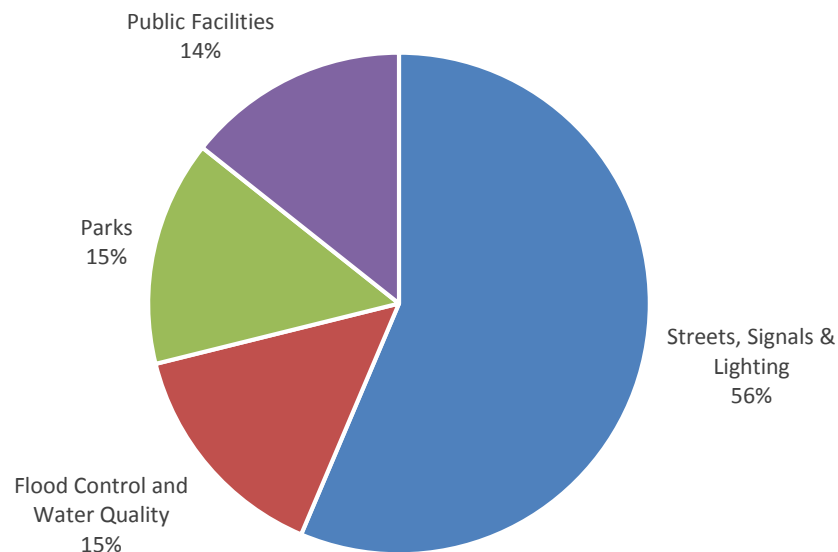
The following list highlights the major capital expenditures among the 13 capital projects scheduled during the 2019-2021 Biennial Budget:

- Annual Street Maintenance \$ 2,375,336
- NPDES and Water Quality Improvements \$ 700,000
- Alicia Parkway Pavement Rehabilitation \$ 250,000

- Community Center Renovations \$ 830,000
- General Park Renovations \$250,000

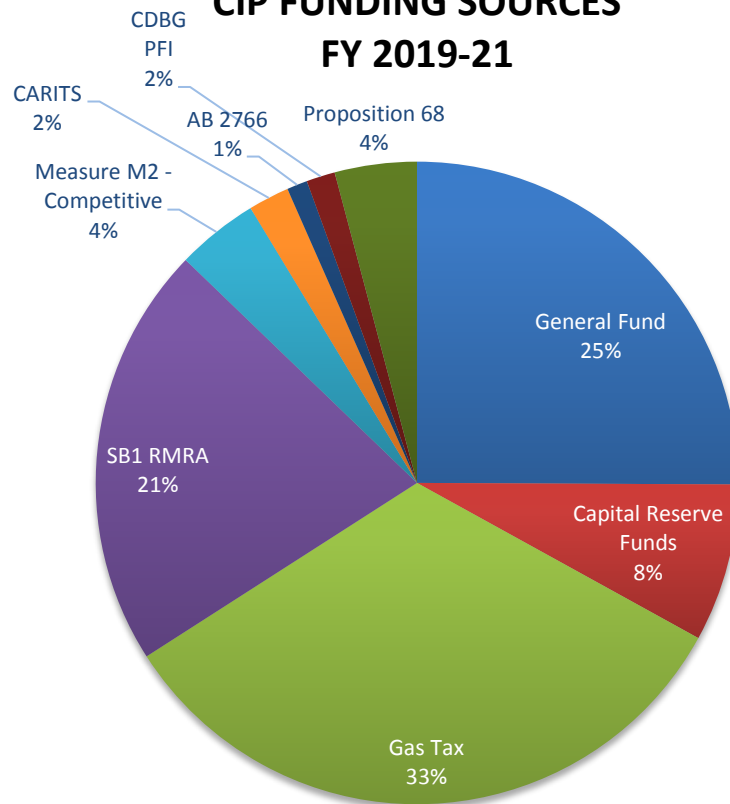
Figure 4 shows the capital project expenditures by CIP category for the Biennial Budget cycle. The City has allocated a total of \$4,020,336 in FY 19-20, and \$825,000 in FY 20-21 toward the City's capital improvements.

FIGURE 4
CIP EXPENDITURE BY CATEGORY



On the following page, Figure 5 presents the various capital funding sources for the Biennial Budget cycle. The “Capital Improvement Program” section of the budget provides a detailed listing and description of all the capital projects contained in the CIP.

FIGURE 5
CIP FUNDING SOURCES
FY 2019-21



OTHER FUNDING USES

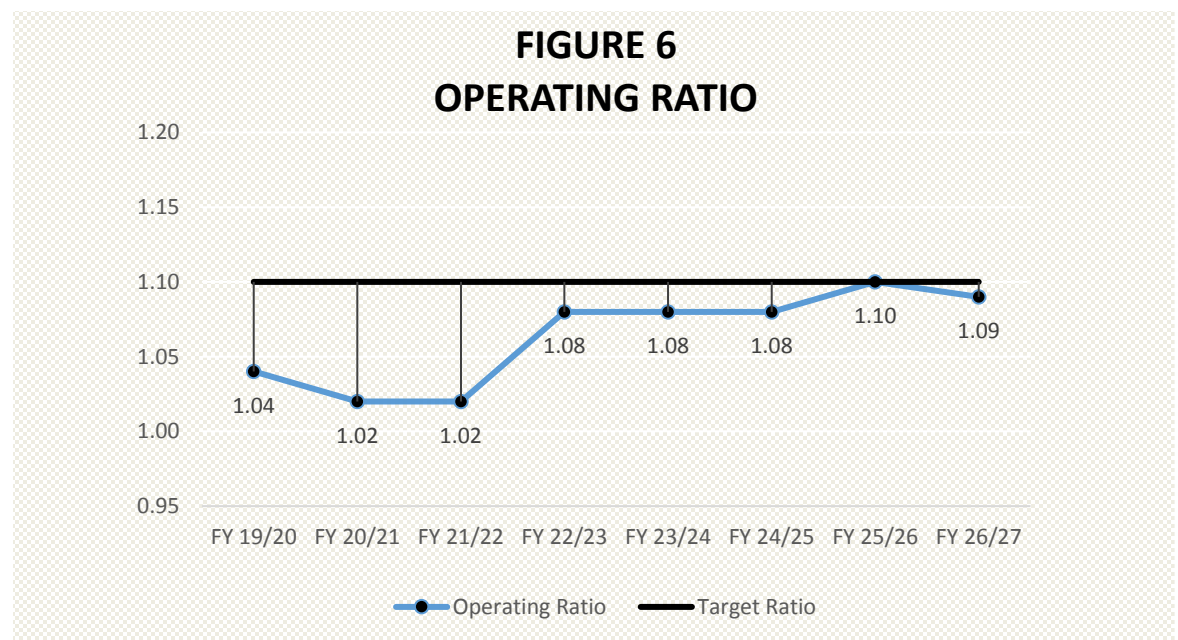
The 2019-2021 Biennial Budget also includes other funding uses for budget activity accounted for separately from the CIP and Operating Budget. The total for other funding uses in FY 19-20 is \$231,908 and \$184,283 in FY 20-21. Other funding uses includes the following activity:

- Debt Service payments in the amount of \$1,804,921 in FY 19-20 and \$1,788,921 in FY 20-21. These debt service payments are for the refinanced Certificates of Participation for the Community Center and Sports Complex. It should be noted that these payments are included in the operating ratio calculation.
- Recycling special revenue funds for expenditures related to the implementation of recycling programs, public information, and the payment of recycling consultant services.
- Senior Mobility Program (SMP) Funds for expenses related to assisting with transportation services for senior citizens. These funds are currently utilized to support a Dial-A-Taxi program for seniors.

8-Year Resource Allocation Plan

The City's Financial Policies document is contained in Appendix 1 of this budget document. The emphasis contained within these policies is that the long-term implications of current financial decisions must be fully understood and taken into account in the Biennial Budget decision-making process. To assist the City Council in this effort, staff has created a customized eight-year financial model for Laguna Hills. This 8-Year Resource Allocation Plan is included in the Budget Summaries Section, on page II - 1.

The 8-Year Resource Allocation Plan is specifically designed to project the City's operating and reserve policy ratios over the course of the next eight years. While continually striving to maintain the operating ratio minimum of 1.10, the operating ratios for Years 1 & 2 are projected at 1.04 and 1.02, respectively. The operating ratio is anticipated to exceed the operating ratio minimum in the final year of the 8-Year Resource Allocation Plan. As included within the City's financial policies, a reserve policy minimum of 35% for the Unrestricted Fund Balance and 25% for the Unassigned Fund Balance has been incorporated within this budget. As mentioned previously, the City has taken a number of cost savings measures over the last four Biennial Budget cycles as a direct result of the structural correction that has taken place. Consequently, the Operating Ratio is anticipated to increase to 1.10 in FY 25-26, as shown in Figure 6 below.



The Unrestricted General Fund Balance ratio is anticipated to remain above the policy target ratio of 35% for almost all years of the 8-Year Resource Allocation Plan. The Unrestricted Fund Balance is projected to be 35% at the end of FY 19-20, and 34% at the end of FY 20-21. The Unassigned Fund

Balance ratio is anticipated to be at 31% and 29% for Years 1 & 2, respectively, of the budget cycle. The Unassigned Fund Balance ratio will rise steadily from 31% in FY 19-20 to 45% in Year 8 (FY 26/27). Figure 7 plots the Unrestricted Fund Balance ratio and Figure 8 plots the Unassigned Fund Balance ratio over the span of the 8-Year Resource Allocation Plan.

FIGURE 7
UNRESTRICTED GENERAL FUND BALANCE RATIO

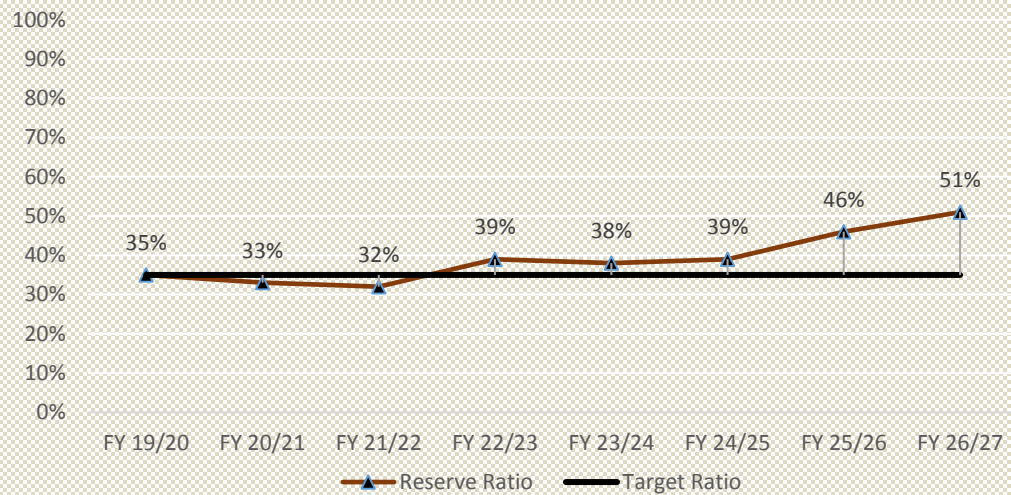
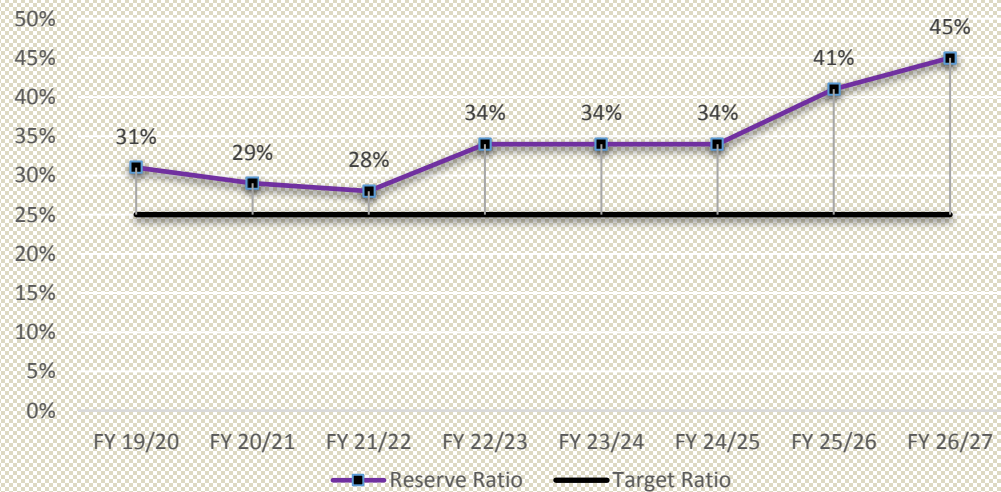


FIGURE 8
UNASSIGNED GENERAL FUND BALANCE RATIO



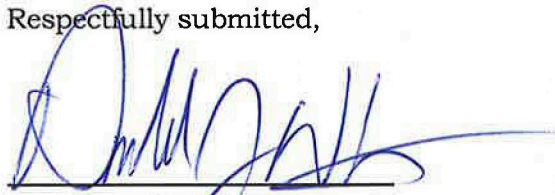
It is projected that the City will have an Unrestricted General Fund Balance of approximately \$7.2 million and an Unassigned General Fund Balance of \$6.5 million at the end of this Biennial Budget cycle.

Conclusion

This budget is a product of the City Council's sound leadership, prudent fiscal stewardship, and consistent policy direction. Moreover, it represents the City's continued commitment to provide a high level of municipal services to its constituents without compromising the City's historically sound financial policies.

Accordingly so, we believe that this 2019-2021 Biennial Budget is a well-crafted, two-year financial plan that effectively manages costs while simultaneously positioning the City for future growth. The City Council's conservative fiscal policies have paid off and the commitment to manage costs will see the City through the next two years. Still, this 2019-2021 Budget provides for the necessary investment in our capital infrastructure, maintains our high level of services, and we look forward to the next two years and to the implementation of this budget plan.

Respectfully submitted,


 Donald J. White
 City Manager


 Janice Mateo-Reyes
 Finance Director


 James M. Haston
 Senior Management Analyst

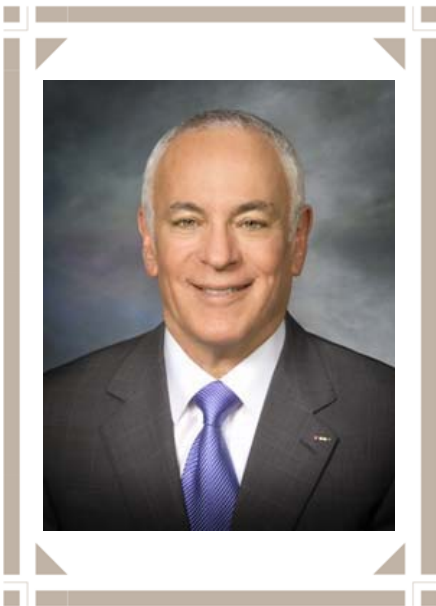
ELECTED OFFICIALS As of June 30, 2019



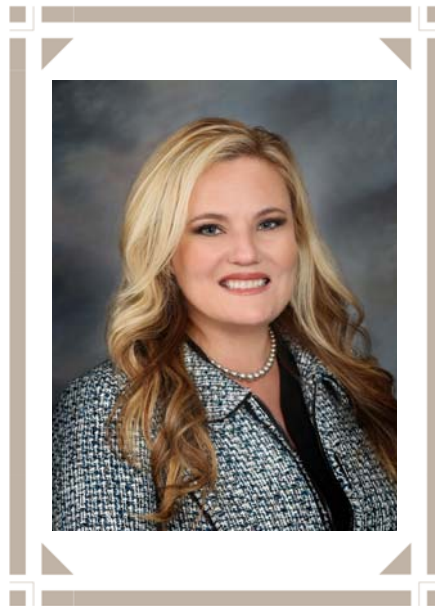
Don Sedgwick
Mayor



Janine Heft
Mayor Pro Tem



Dore Gilbert
Council Member



Erica Pezold
Council Member



Dave Wheeler
Council Member

MANAGEMENT STAFF
As of June 30, 2019



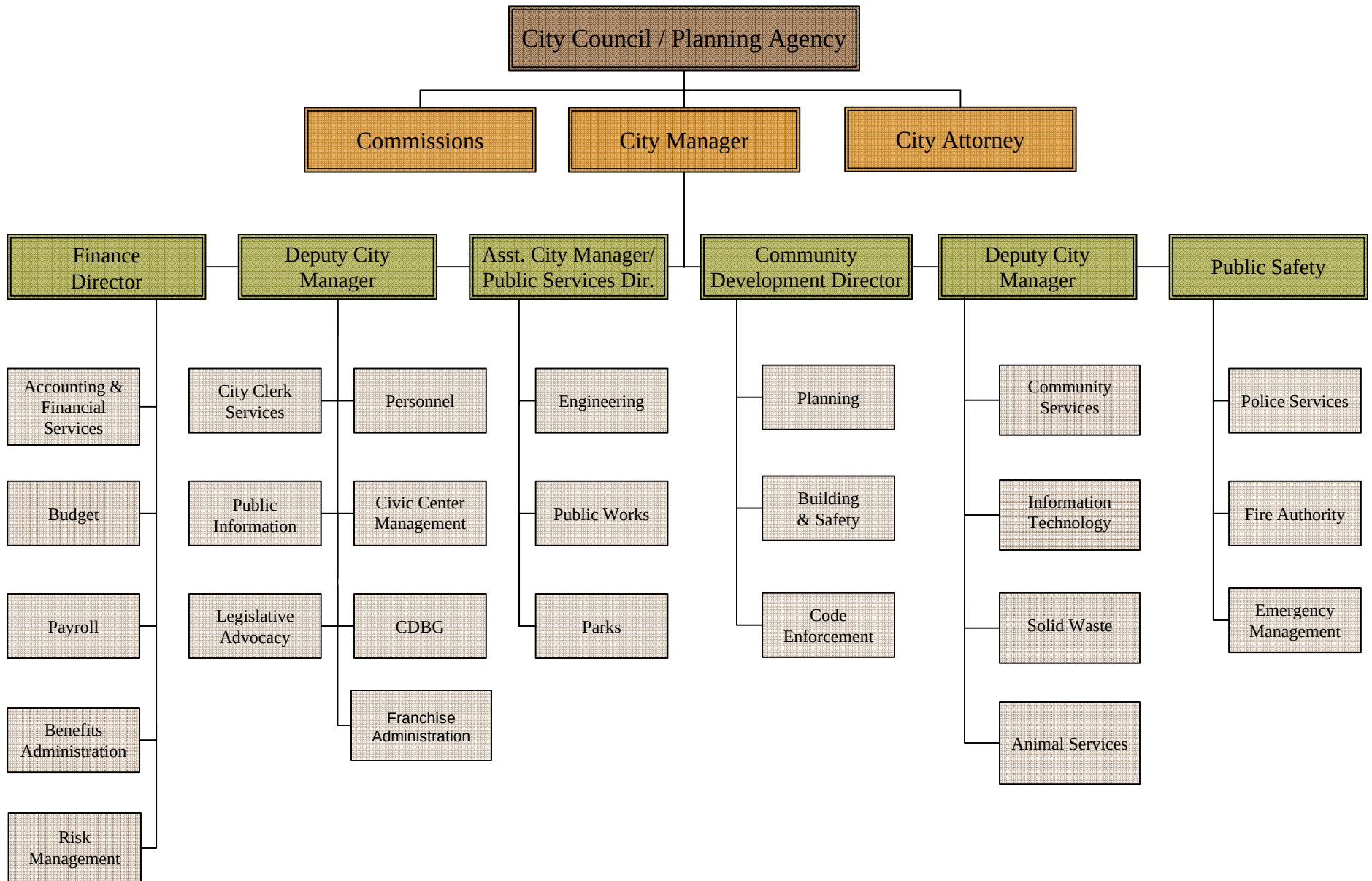
Donald J. White
City Manager/Treasurer

♦ Kenneth H. Rosenfield	Assistant City Manager/Public Services Director
♦ Melissa Au-Yeung	Deputy City Manager
♦ Gregory E. Simonian	City Attorney
♦ David Chantarangsu	Community Development Director
♦ Janice Mateo-Reyes	Finance Director
♦ David T. Reynolds	Deputy City Manager
♦ Lt. Matthew Stiverson	Police Chief (O.C. Sheriff Department)
♦ Mike Contreras	Division Chief (OC. Fire Department)

CITY OF LAGUNA HILLS

ORGANIZATIONAL CHART

June 30, 2019



Budget Summary



BUDGET SUMMARIES

TOTAL BUDGET

**CITY OF LAGUNA HILLS
BIENNIAL BUDGET
FY 2019/20 - 2020/21**

5.1.a

8-YEAR RESOURCE ALLOCATION PLAN

	Biennial Budget		FY 21/22	FY 22/23	FY 23/24	FY 24/25	FY 25/26	FY 26/17
	FY 19/20	FY 20/21						
Beginning Balance	12,798,337	11,051,698	12,042,279	10,527,204	12,145,328	11,045,449	12,768,007	12,801,012
General Fund Revenues	22,524,167	22,850,713	23,341,619	23,928,396	24,575,116	25,161,358	25,701,014	26,153,215
Special Revenues	1,758,083	1,578,591	1,490,000	1,290,000	1,490,000	1,290,000	1,290,000	1,290,000
Other Funding Sources	753,462	768,798	783,889	798,699	823,059	848,934	860,000	875,000
Civic Center Operations - Transfers In								
Total Funding Sources	25,035,712	25,198,102	25,615,508	26,017,095	26,888,175	27,300,292	27,851,014	28,318,215
Operating Expenditures	20,675,186	21,359,317	21,902,702	22,454,589	23,102,474	23,686,797	24,068,009	24,714,076
Capital Expenditures	4,020,336	825,000	3,380,000	505,000	3,450,000	450,000	3,700,000	600,000
Other Funding Uses	231,908	184,283						
Civic Center Operations - Transfers Out								
Elimination of Pension Unfunded Liability				1,000,000	1,000,000	1,000,000		
Use of Reserve Funds	50,000	50,000	50,000	50,000	50,000	50,000	50,000	50,000
Debt Service	1,804,921	1,788,921	1,797,881	389,381	385,581	390,937		
Total Funding Uses	26,782,351	24,207,521	27,130,583	24,398,970	27,988,055	25,577,734	27,818,009	25,364,076
Change in Fund Balance	(1,746,639)	990,581	(1,515,075)	1,618,124	(1,099,880)	1,722,558	33,005	2,954,139
Ending Balance	11,051,698	12,042,279	10,527,204	12,145,328	11,045,449	12,768,007	12,801,012	15,755,151
Less the following fund balances:								
Reservation for Debt Service	1,836,415	1,836,415	1,804,588	389,381	385,581	390,937		
Non-Major Governmental Funds	1,950,262	3,057,551	1,807,552	3,057,552	1,807,552	3,057,552	1,807,552	3,057,552
Unrestricted General Fund Balance	7,265,021	7,148,313	6,915,064	8,698,395	8,852,316	9,319,518	10,993,460	12,697,599
Less the following designations:								
Total Capital Replacement Funds	595,659	710,659	655,659	850,659	775,659	1,050,659	980,299	1,255,299
Insurance Reserve Funds	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000
Unassigned General Fund Balance	6,469,362	6,237,654	6,059,405	7,647,736	7,876,657	8,068,859	9,813,161	11,242,299

Ratio Analysis

Operating Ratio (>1.1)	1.04	1.02	1.02	1.08	1.08	1.08	1.10	1.09
Debt Service Ratio (<12%)	8%	8%	7%	2%	2%	2%	0%	0%
Unrestricted General Fund Balance Ratio (>35%)	35%	33%	32%	39%	38%	39%	46%	51%
Unassigned General Fund Balance Ratio (>25%)	31%	29%	28%	34%	34%	34%	41%	45%

Reserve Policy Analysis

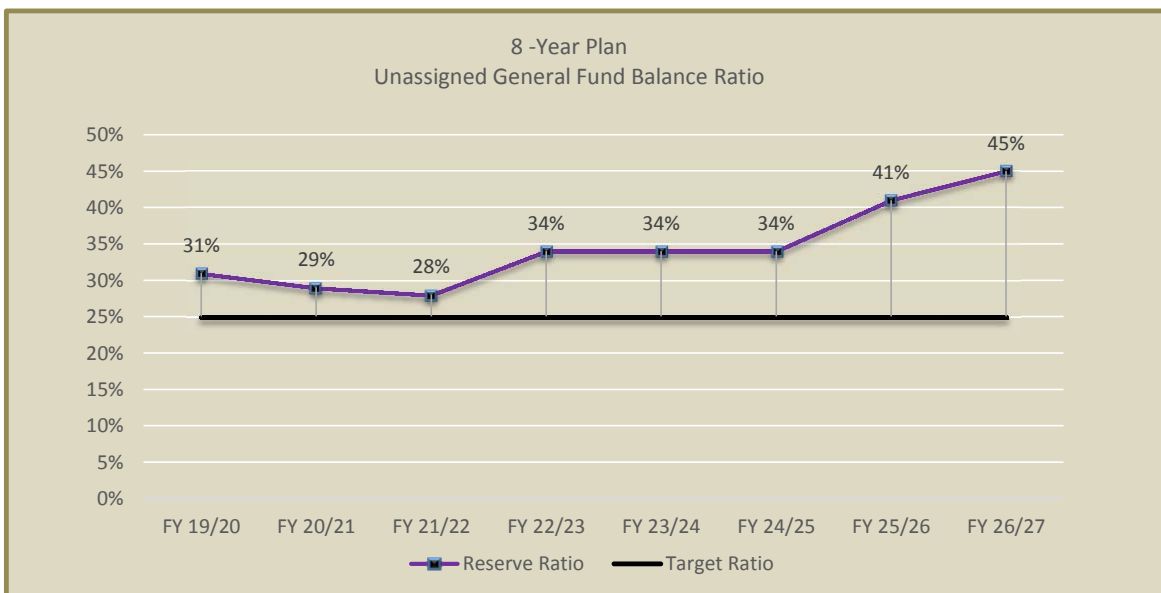
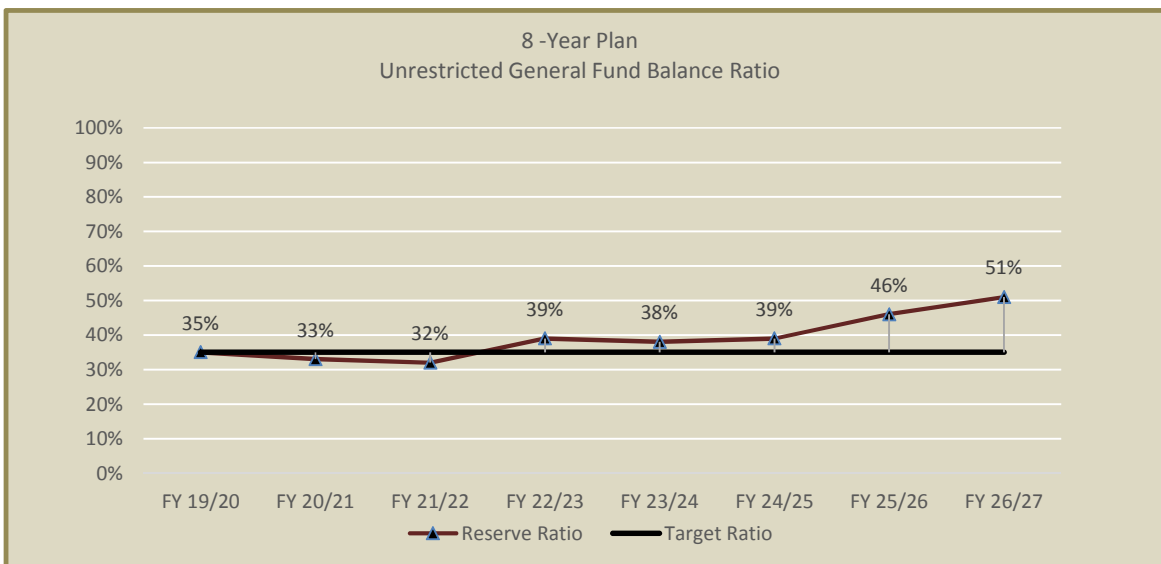
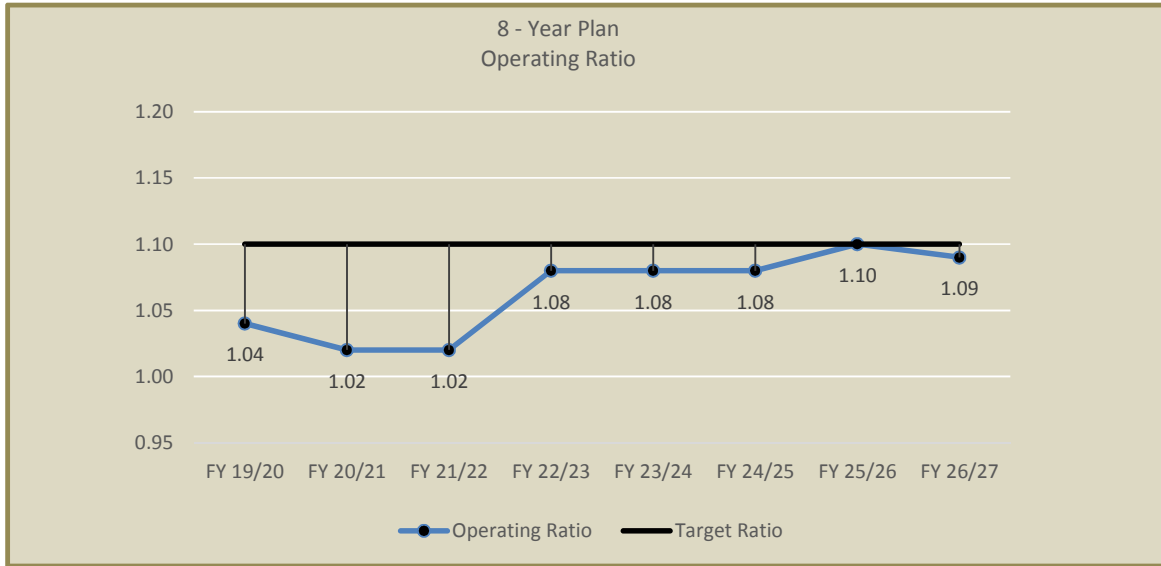
Minimum Unrestricted General Fund Reserve (35%)	7,236,315	7,475,761	7,665,946	7,859,106	8,085,866	8,290,379	8,423,803	8,649,927
Unrestricted Amount - (Under)/Over	28,706	(327,448)	(750,882)	839,289	766,450	1,029,139	2,569,656	4,047,673
Minimum Unassigned Fund Balance Reserve (25%)	5,168,797	5,339,829	5,475,676	5,613,647	5,775,619	5,921,699	6,017,002	6,178,519
Unassigned Amount - (Under)/Over	1,300,566	897,825	583,730	2,034,089	2,101,038	2,147,159	3,796,158	5,063,780

Assumptions:

General Inflation	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
Taxable Sales (base growth)	3.14	-0.59%	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
Secured Assessed Valuation Growth Rate	2.80%	3.20%	2.76%	3.11%	3.46%	2.83%	2.37%	2.37%
Sheriff's Contract Increase	1.50%	4.00%	4.00%	3.00%	3.00%	3.00%	3.00%	3.00%

Attachment: City Manager Proposed Biennial Budget 2020-21 & Six-Year Capital Improvement Program (1894 : Biennial Budget FY 2019/20 -

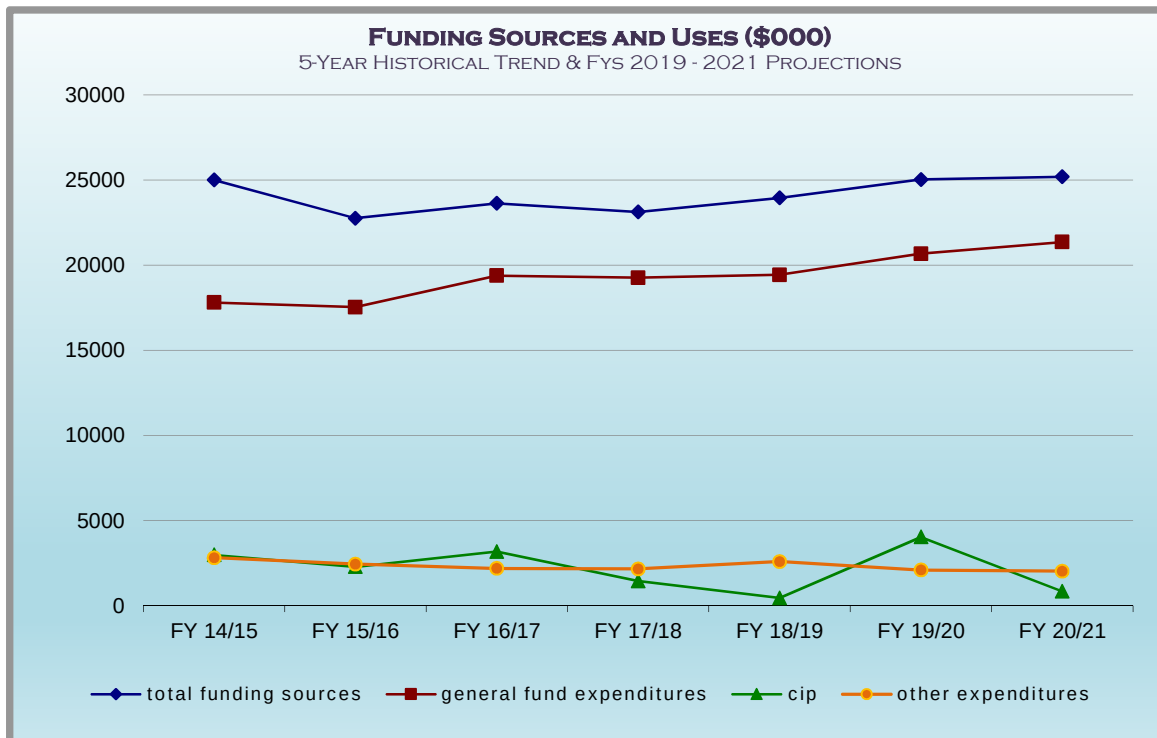
CITY OF LAGUNA HILLS **BIENNIAL BUDGET** **8-YEAR PLAN RATIO ANALYSIS**



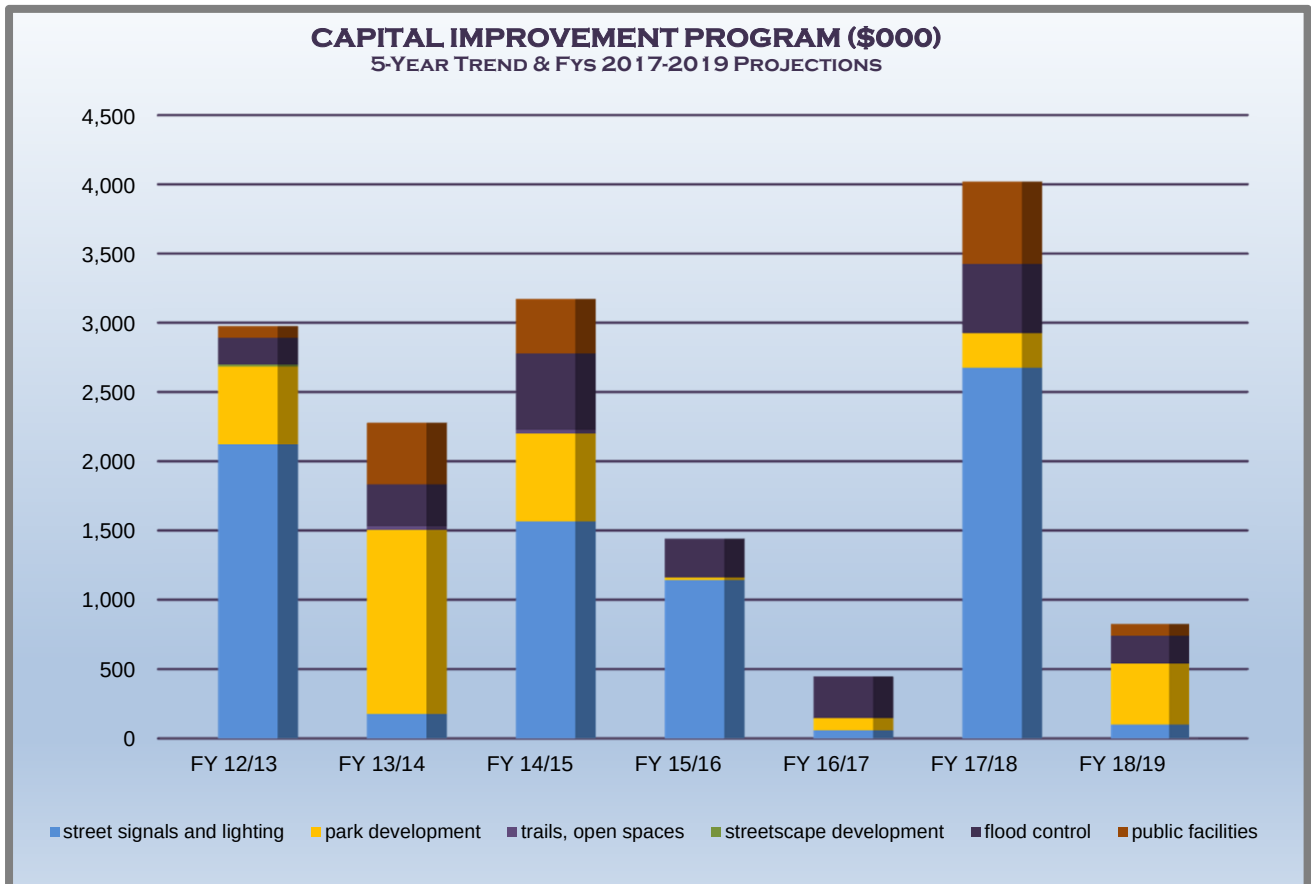
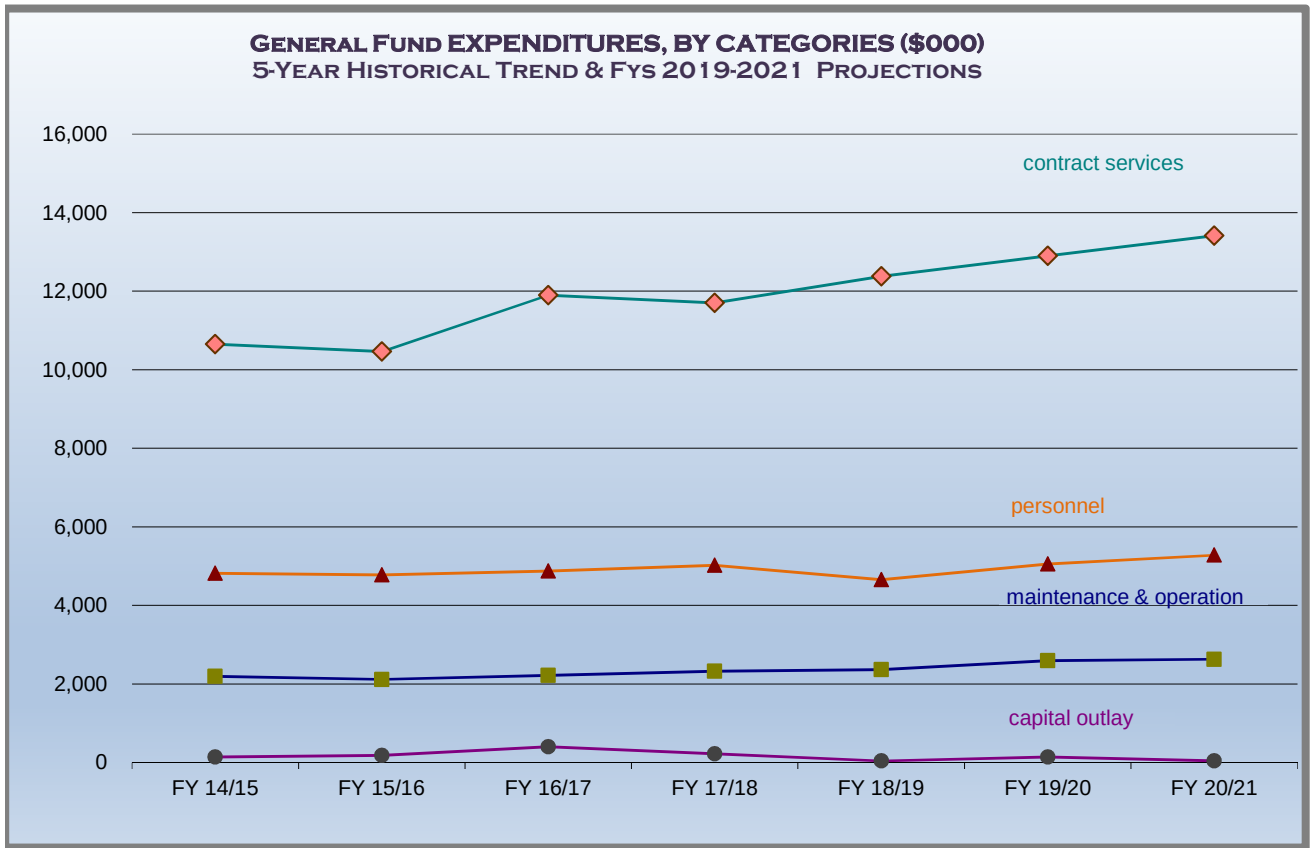
CITY OF LAGUNA HILLS
BIENNIAL BUDGET
FY 2019/20 - 2020/21

CONSOLIDATED REPORT OF FUNDING SOURCES AND USES

	PRIOR YEAR'S ACTUAL FY 17/18	FY 18/19 AMENDED BUDGET		YEAR-END ESTIMATE	FY 19/20	FY 20/21
FUNDING SOURCES						
General Fund Revenues	\$ 21,198,586	\$ 21,382,141	\$ 21,662,472	\$ 22,374,167	\$ 22,700,713	
Special Revenues	1,818,972	2,330,486	2,140,910	2,511,545	2,347,389	
Investment Income	109,302	85,000	150,000	150,000	150,000	
Distribution from Leasing Operation	-	100,000	-	-	-	
Total Funding Sources	23,126,860	23,897,627	23,953,382	25,035,712	25,198,102	
FUNDING USES						
General Fund Expenditures	19,264,818	19,665,489	19,431,370	20,675,186	21,359,317	
Capital Improvement Program (CIP)	1,440,585	1,270,000	446,100	4,020,336	825,000	
Special Revenue Fund Expenditures	128,367	136,628	92,432	231,908	184,283	
Debt Service	1,787,428	1,790,881	1,792,921	1,804,921	1,788,921	
Use of Reserves	238,609	50,000	700,000	50,000	50,000	
Elimination of Pension Unfunded Liability	-	-	-	-	-	
Distributions to Leasing Operations	-	-	-	-	-	
Total Funding Uses	22,859,807	22,912,998	22,462,823	26,782,351	24,207,521	
NET CHANGE IN FUND BALANCE						
	267,053	984,629	1,490,559	(1,746,639)	990,581	
FUND BALANCE						
Beginning Balance	11,040,725	11,307,778	11,307,778	12,798,337	11,051,698	
Ending Balance	\$ 11,307,778	\$ 12,292,407	\$ 12,798,337	\$ 11,051,698	\$ 12,042,279	



CITY OF LAGUNA HILLS



CITY OF LAGUNA HILLS
BIENNIAL BUDGET
FY 2019/20 - 2020/21
TOTAL BUDGET

FUNDING SOURCES

General Fund Revenues

Property Taxes

Secured, Unsecured, Public Utility, Supplementals, Homeowners' Exemption	\$ 7,271,999	\$ 7,602,622	\$ 7,702,929	\$ 7,922,888	\$ 8,180,559
Prior Year	47,218	8,500	50,580	50,580	50,580
Miscellaneous, Interest & Penalties	25,836	18,000	22,000	22,000	22,000
Property Transfer Taxes	261,744	252,000	200,000	200,000	200,000
Property Tax In-Lieu of VLF	2,875,067	3,035,594	3,056,339	3,145,584	3,251,276
Total Property Taxes	10,481,864	10,916,716	11,031,848	11,341,052	11,704,415

Franchise & Transient Occupancy Taxes

Utility Franchise Fees					
Cable TV	482,485	504,487	484,000	496,100	508,503
San Diego Gas & Electric	208,586	194,525	194,525	199,388	204,373
Southern California Edison	194,574	181,402	181,402	185,937	190,585
Southern California Gas Co.	60,318	60,532	60,532	62,045	63,596
<i>Sub-total Utility Franchise Fees</i>	<i>945,963</i>	<i>940,946</i>	<i>920,459</i>	<i>943,470</i>	<i>967,057</i>
Waste Disposal/Recycling Fees					
Waste Haulers	301,122	310,163	310,163	317,917	325,865
Admin Fee - Waste Recycling	1,402	-	-	-	-
<i>Sub-total Waste/Recycling</i>	<i>302,524</i>	<i>310,163</i>	<i>310,163</i>	<i>317,917</i>	<i>325,865</i>
Transient Occupancy Taxes	1,381,720	1,510,188	1,300,000	1,332,500	1,365,813
Total Franchise & Transient Occupancy Tax	2,630,207	2,761,297	2,530,622	2,593,887	2,658,735

Intergovernmental Revenues

Sales & Use Tax	5,755,661	5,578,000	5,842,430	6,025,638	5,990,338
Motor Vehicle in Lieu	16,604	-	15,000	15,000	15,000
State Mandated Reimbursement	5,725	-			
County Landfill Agreement	58,710	42,128	42,128	45,000	45,000
Total Intergovernmental Revenues	5,836,700	5,620,128	5,899,558	6,085,638	6,050,338

Licenses and Permits

Building Related Licenses/Permits					
Building Permits	507,716	430,000	500,000	515,000	495,000
Plan Check Fees	194,031	192,000	175,000	180,000	175,000
Imaging Plans and Documents Fee	32,509	28,000	35,000	36,000	31,000
<i>Sub-total Building Permits</i>	<i>734,256</i>	<i>650,000</i>	<i>710,000</i>	<i>731,000</i>	<i>701,000</i>

CITY OF LAGUNA HILLS
BIENNIAL BUDGET
FY 2019/20 - 2020/21
TOTAL BUDGET

	PRIOR YEAR'S	FY 18/19		FY 19/20	FY 20/21
	ACTUAL FY 17/18	AMENDED BUDGET	YEAR-END ESTIMATE		
Engineering Fees					
Transportation Permit	1,688	1,500	1,500	1,500	1,500
Encroachment Permit	143,499	145,000	145,000	145,000	145,000
Traffic Permit & License Fees	2,475	3,500	3,500	3,500	3,500
<i>Sub-total Engineering Permits</i>	<u>147,662</u>	<u>150,000</u>	<u>150,000</u>	<u>150,000</u>	<u>150,000</u>
Total Licenses and Permits	<u>881,918</u>	<u>800,000</u>	<u>860,000</u>	<u>881,000</u>	<u>851,000</u>
Charges for Current Services					
Recreation Fees					
Recreation Programs	379,589	400,000	352,350	359,740	367,275
Facility Reservations	182,980	184,000	221,645	224,000	226,500
Outdoor Facility Reservations	28,631	30,000	71,450	72,300	74,650
Special Events - 4th of July	31,471	6,000	4,899	5,000	5,000
Memorial Day Race - Registration Fees	164,244	170,000	178,350	181,300	184,800
Memorial Day Race - Sponsorships	31,492	30,000	27,750	28,250	29,000
<i>Sub-total Recreation Fees</i>	<u>818,407</u>	<u>820,000</u>	<u>856,444</u>	<u>870,590</u>	<u>887,225</u>
Development Services					
Planning and Zoning Fees	123,676	85,000	90,000	168,000	130,000
Improvement Inspect	43,281	15,000	30,000	50,000	35,000
<i>Sub-total Development Fees</i>	<u>166,957</u>	<u>100,000</u>	<u>120,000</u>	<u>218,000</u>	<u>165,000</u>
Leases and Rental Fees					
Cell Tower Lease	89,018	82,000	82,000	82,000	82,000
Library Lease	42,000	42,000	42,000	42,000	42,000
<i>Sub-total Leases/Rentals</i>	<u>131,018</u>	<u>124,000</u>	<u>124,000</u>	<u>124,000</u>	<u>124,000</u>
Other Service Charges					
Sale of Publications/Maps	459	1,000	1,000	1,000	1,000
<i>Sub-total Other Service Charges</i>	<u>459</u>	<u>1,000</u>	<u>1,000</u>	<u>1,000</u>	<u>1,000</u>
Miscellaneous Operating Revenues	42,595	49,000	49,000	69,000	69,000
Total Charges for Services	<u>1,159,436</u>	<u>1,094,000</u>	<u>1,150,444</u>	<u>1,282,590</u>	<u>1,246,225</u>
Fines and Forfeitures					
Code Fines	89,683	117,000	75,000	75,000	75,000
Parking Fines	118,778	73,000	115,000	115,000	115,000
Total Fines and Fortfeitures	<u>208,461</u>	<u>190,000</u>	<u>190,000</u>	<u>190,000</u>	<u>190,000</u>
Total General Fund Revenues	\$ 21,198,586	\$ 21,382,141	\$ 21,662,472	\$ 22,374,167	\$ 22,700,713

Attachment: City Manager Proposed Biennial Budget 2020-21 & Six-Year Capital Improvement Program (1894 : Biennial Budget FY 2019/20 -

CITY OF LAGUNA HILLS
BIENNIAL BUDGET
FY 2019/20 - 2020/21
TOTAL BUDGET

	PRIOR YEAR'S		FY 18/19		FY 19/20	FY 20/21
	ACTUAL FY 17/18		AMENDED BUDGET	YEAR-END ESTIMATE		
Special Revenue Funds						
Gas Tax	\$ 671,887	\$	697,429	\$ 687,213	\$ 842,507	\$ 700,000
SB1 RMRA	184,834		527,571	504,538	526,640	550,000
Measure M2 Competitive	121,766		300,000	100,000	200,000	-
AB 2766	40,345		40,000	40,000	40,000	40,000
CDBG					70,000	
Proposition 68						200,000
Measure M2 Local Fair Share	572,304		590,060	599,197	613,462	628,798
Community Development Block Grant						
Law Enforcement	139,416		100,000	140,000	140,000	140,000
AB 939 Surcharge Recycling Grant						
Beverage Recycling			8,300			8,500
CR&R Recycling Fee	2,000		2,000	2,000	2,000	2,000
C&D Forfeited Deposits	47,742		30,000	30,000	35,000	35,000
Senior Mobility Program	35,698		35,126	32,962	36,936	38,091
CASp	2,980		-	5,000	5,000	5,000
Total Special Revenue Funds	\$ 1,818,972	\$	2,330,486	\$ 2,140,910	\$ 2,511,545	\$ 2,347,389
Investment Income	109,302		85,000	150,000	150,000	150,000
Distribution from Leasing Operation			100,000			
TOTAL FUNDING SOURCES	\$ 23,126,860	\$	23,897,627	\$ 23,953,382	\$ 25,035,712	\$ 25,198,102

Attachment: City Manager Proposed Biennial Budget 2020-21 & Six-Year Capital Improvement Program (1894 : Biennial Budget FY 2019/20 -

CITY OF LAGUNA HILLS
BIENNIAL BUDGET
FY 2019/20 - 2020/21
TOTAL BUDGET

FUNDING USES	PRIOR YEAR'S	FY 18/19		FY 19/20	FY 20/21
	ACTUAL FY 17/18	AMENDED BUDGET	YEAR-END ESTIMATE		
General Fund					
General Government					
Personnel	\$ 1,872,334	\$ 1,641,899	\$ 1,589,091	\$ 1,800,834	\$ 1,810,113
Maintenance and Operation	221,028	221,300	221,646	246,058	251,890
Contract Services	466,947	527,865	549,585	667,003	659,470
Capital Outlay	6,799	-	-	-	-
Total General Government	2,567,109	2,391,064	2,360,322	2,713,895	2,721,473
Non-departmental					
Personnel	296,413	397,438	360,535	424,548	471,597
Maintenance and Operation	433,748	499,061	503,118	595,016	605,778
Contract Services	221,416	166,876	199,728	180,198	152,961
Capital Outlay	142,609	31,700	25,611	104,125	31,700
Total Non-departmental	1,094,186	1,095,075	1,088,992	1,303,887	1,262,036
Community Development					
Personnel	946,894	891,354	794,401	856,803	897,477
Maintenance and Operation	15,287	23,775	12,810	20,000	18,500
Contract Services	324,921	387,200	334,950	394,000	544,000
Total Community Development	1,287,101	1,302,329	1,142,161	1,270,803	1,459,977
Public Services					
Personnel	802,485	827,004	852,308	833,274	903,114
Maintenance and Operation	1,013,396	953,950	970,045	1,025,200	1,054,900
Contract Services	2,408,362	2,568,000	2,595,500	2,783,500	2,834,500
Capital Outlay	-	52,000	-	20,000	-
Total Public Services	4,224,243	4,400,954	4,417,853	4,661,974	4,792,514
Community Services					
Personnel	1,098,478	1,134,654	1,056,338	1,135,069	1,196,521
Maintenance and Operation	591,543	602,610	607,871	658,500	658,500
Contract Services	369,861	321,832	357,960	351,011	350,334
Capital Outlay	6,914	5,000	5,045	11,700	7,500
Total Community Services	2,066,796	2,064,096	2,027,214	2,156,280	2,212,855
Public Safety					
Maintenance and Operation	50,196	45,300	49,034	44,190	37,690
Contract Services	7,913,915	8,364,671	8,337,138	8,522,157	8,870,772
Capital Outlay	61,272	2,000	8,656	2,000	2,000
Total Public Safety	8,025,383	8,411,971	8,394,828	8,568,347	8,910,462
Total General Fund Expenditures	\$ 19,264,818	\$ 19,665,489	\$ 19,431,370	\$ 20,675,186	\$ 21,359,317

Attachment: City Manager Proposed Biennial Budget 2020-21 & Six-Year Capital Improvement Program (1894 : Biennial Budget FY 2019/20 -

CITY OF LAGUNA HILLS
BIENNIAL BUDGET
FY 2019/20 - 2020/21
TOTAL BUDGET

	PRIOR YEAR'S ACTUAL FY 17/18	FY 18/19 AMENDED BUDGET	YEAR-END ESTIMATE	FY 19/20	FY 20/21
Capital Improvement Program (CIP)					
Streets, Signals & Lighting	\$ 1,141,590	\$ 50,000	\$ 58,000	\$ 2,675,336	\$ 100,000
Flood Control and Water Quality	280,710	625,000	300,000	500,000	200,000
Parks	18,285	375,000	88,100	250,000	440,000
Public Facilities	-	220,000	-	595,000	85,000
Total CIP	\$ 1,440,585	\$ 1,270,000	\$ 446,100	\$ 4,020,336	\$ 825,000
Special Revenue Expenditures					
Law Enforcement	\$ 578	\$	\$	\$	\$
AB 2766				70,000	35,000
CASp			5,000	5,000	5,000
Beverage Recycling	13,560	8,300		21,757	8,500
CR&R Recycling Fee	1,136	2,000	1,136	2,879	2,879
C&D Forfeited Deposits	71,229	82,328	44,463	68,000	68,000
Senior Mobility	41,864	44,000	41,833	64,272	64,904
Total Special Revenue Expenditures	\$ 128,367	\$ 136,628	\$ 92,432	\$ 231,908	\$ 184,283
Debt Service					
Interest	\$ 395,388	\$ 340,881	\$ 340,881	\$ 282,881	\$ 206,881
Principle	1,390,000	1,450,000	1,450,000	1,520,000	1,580,000
Trustee Administration Fee	2,040		2,040	2,040	2,040
Total Debt Service Expenditures	\$ 1,787,428	\$ 1,790,881	\$ 1,792,921	\$ 1,804,921	\$ 1,788,921
Use of Reserves	238,609	50,000	700,000	50,000	50,000
TOTAL FUNDING USES	\$ 22,859,807	\$ 22,912,998	\$ 22,462,823	\$ 26,782,351	\$ 24,207,521
NET CHANGE IN FUND BALANCE	267,053	984,629	1,490,559	(1,746,639)	990,581
FUND BALANCE					
Beginning Balance	11,040,725	11,307,778	11,307,778	12,798,337	11,051,698
Ending Balance	\$ 11,307,778	\$ 12,292,407	\$ 12,798,337	\$ 11,051,698	\$ 12,042,279

Attachment: City Manager Proposed Biennial Budget 2020-21 & Six-Year Capital Improvement Program (1894 : Biennial Budget FY 2019/20 -



BUDGET SUMMARIES

BUDGET BY FUND

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CITY OF LAGUNA HILLS
BIENNIAL BUDGET
FY 2017/18 - 2018/19
ALL FUNDS - SUMMARY

FY 2019/20

	Beginning Balance	Revenues	Expenditures	Excess (Deficiency) of Revenues over Expenditures	Transfers In	Transfers Out	Ending Balance
General Fund ^(a)	\$ 7,605,354	\$ 22,524,167	\$ 20,725,186	\$ 1,798,981	\$ 3,998,798	\$ 6,138,112	\$ 7,265
Gas Tax Fund	751,651	842,507		842,507		1,594,158	
SB1 RMRA Fund	504,538	526,640		526,640		1,031,178	
Measure M Fund	-	813,462		813,462		813,462	
AB 2766 Fund	219,110	40,000	70,000	(30,000)		50,000	139
Senior Mobility Program Fund	69,338	36,936	64,272	(27,336)	12,855		54
CARITS Fund	1,221,817			-			1,221
Beverage Recycling Fund	21,757		21,757	(21,757)			
CR&R Recycling Fund	1,742	2,000	2,879	(879)			
C&D Forfeited Deposits Fund	67,937	35,000	68,000	(33,000)			34
CASp Fund	2,990	5,000	5,000	-			2
AB 939 Surcharge Fund	-			-			
Water Conservation Fund	331,841			-			331
Public Art Fund	79,069			-			79
Grants & Contributions Fund	84,778			-			84
Law Enforcement Funds	-	140,000		140,000		140,000	
CDBG Fund	-	70,000		70,000		70,000	
Debt Service Fund	1,836,415		1,804,921	(1,804,921)	1,804,921		1,836
Capital Improvement Program Fund			4,020,336	(4,020,336)	4,020,336		
Total - All Funds	\$ 12,798,337	\$ 25,035,712	\$ 26,782,351	\$ (1,746,639)	\$ 9,836,910	\$ 9,836,910	\$ 11,051

FY 2020/21

	Beginning Balance	Revenues	Expenditures	Excess (Deficiency) of Revenues over Expenditures	Transfers In	Transfers Out	Ending Balance
General Fund ^(a)	\$ 7,265,021	\$ 22,850,713	\$ 21,409,317	\$ 1,441,396	\$ 1,153,798	\$ 2,711,902	\$ 7,148
Gas Tax Fund	-	700,000		700,000			700
SB1 RMRA	-	550,000		550,000			550
Measure M Fund	-	628,798		628,798		628,798	
AB 2766 Fund	139,110	40,000	35,000	5,000			144
Senior Mobility Program Fund	54,857	38,091	64,904	(26,813)	12,981		41
CARITS Fund	1,221,817			-		100,000	1,121
Beverage Recycling Fund	-	8,500	8,500	-			
CR&R Recycling Fund	863	2,000	2,879	(879)			
C&D Forfeited Deposits Fund	34,937	35,000	68,000	(33,000)			1
CASp Fund	2,990	5,000	5,000	-			2
AB 939 Surcharge Fund	-			-			
Water Conservation Fund	331,841			-			331
Public Art Fund	79,069			-			79
Grants & Contributions Fund	84,778	200,000		200,000		200,000	84
Law Enforcement Funds	-	140,000		140,000		140,000	
CDBG Fund	-			-			
Debt Service Fund	1,836,415		1,788,921	(1,788,921)	1,788,921		1,836
Capital Improvement Program Fund	-			-			
Total - All Funds	\$ 11,051,698	\$ 25,198,102	\$ 23,382,521	\$ 1,815,581	\$ 2,955,700	\$ 3,780,700	\$ 12,042

^(a) Includes Reserves

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BUDGET SUMMARIES

OPERATING BUDGET

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CITY OF LAGUNA HILLS
BIENNIAL BUDGET
FY 2019/20 - 2020/21
OPERATING BUDGET - SUMMARY

	PRIOR YEAR'S		FY 18/19		FY 19/20	FY 20/21
	ACTUAL FY 17/18		AMENDED BUDGET	YEAR-END ESTIMATE		
OPERATING REVENUES						
Property Taxes	\$ 10,481,864	\$	10,916,716	\$ 11,031,848	\$ 11,341,052	\$ 11,704,411
Franchise & Transient Occupancy Tax	2,630,207		2,761,297	2,530,622	2,593,887	2,658,733
Intergovernmental Revenues	5,836,700		5,620,128	5,899,558	6,085,638	6,050,333
Licenses and Permits	881,918		800,000	860,000	881,000	851,000
Charges for Current Services	1,159,436		1,094,000	1,150,444	1,282,590	1,246,222
Fines and Forfeitures	208,461		190,000	190,000	190,000	190,000
Measure M2 Local Fair Share	572,304		590,060	599,197	613,462	628,793
Other Operating Revenues	248,718		185,000	290,000	290,000	290,000
TOTAL OPERATING REVENUES	22,019,608		22,157,201	22,551,669	23,277,629	23,619,511
OPERATING EXPENDITURES						
General Government	2,567,109		2,391,064	2,360,322	2,713,895	2,721,471
Non-departmental	1,094,186		1,095,075	1,088,992	1,303,887	1,262,033
Community Development	1,287,101		1,302,329	1,142,161	1,270,803	1,459,971
Public Services	4,224,243		4,400,954	4,417,853	4,661,974	4,792,511
Community Services	2,066,796		2,064,096	2,027,214	2,156,280	2,212,851
Public Safety	8,025,383		8,411,971	8,394,828	8,568,347	8,910,461
Debt Service	1,787,428		1,790,881	1,792,921	1,804,921	1,788,921
TOTAL OPERATING EXPENDITURES	21,052,246		21,456,370	21,224,291	22,480,107	23,148,233
REVENUES OVER EXPENDITURES	\$ 967,362	\$	700,831	\$ 1,327,378	\$ 797,522	\$ 471,278

Attachment: City Manager Proposed Biennial Budget 2020-21 & Six-Year Capital Improvement Program (1894 : Biennial Budget FY 2019/20 -

CITY OF LAGUNA HILLS
BIENNIAL BUDGET
FY 2019/20 - 2020/21
OPERATING REVENUES

	PRIOR YEAR'S		FY 19/20		FY 19/20	FY 20/21
	ACTUAL FY 17/18		AMENDED BUDGET	YEAR-END ESTIMATE		
GENERAL FUND REVENUES						
Property Taxes	\$ 10,481,864	\$	10,916,716	\$ 11,031,848	\$ 11,341,052	\$ 11,704,415
Franchise & Transient Occupancy Taxes						
Utility Franchise Fees	945,963		940,946	920,459	943,470	967,057
Waste Disposal & Recycling Fees	302,524		310,163	310,163	317,917	325,865
Transient Occupancy Taxes	1,381,720		1,510,188	1,300,000	1,332,500	1,365,813
Total Franchise Taxes	2,630,207		2,761,297	2,530,622	2,593,887	2,658,735
Intergovernmental Revenues						
Sales & Use Tax	5,755,661		5,578,000	5,842,430	6,025,638	5,990,338
Motor Vehicle in Lieu	16,604		-	15,000	15,000	15,000
State Mandated Reimbursement	5,725		-	-	-	-
County Landfill Agreement	58,710.00		42,128	42,128	45,000	45,000
Total Intergovernmental Revenues	5,836,700		5,620,128	5,899,558	6,085,638	6,050,338
Licenses and Permits						
Building Related Licenses/Permits	734,256		650,000	710,000	731,000	701,000
Engineering Permits	147,662		150,000	150,000	150,000	150,000
Total Licenses and Permits	881,918		800,000	860,000	881,000	851,000
Charges for Current Services						
Recreation Fees	818,407		820,000	856,444	870,590	887,225
Development Services Fees	166,957		100,000	120,000	218,000	165,000
Rental/Lease Fees	131,018		124,000	124,000	124,000	124,000
Miscellaneous & Other Service Charges	43,054		50,000	50,000	70,000	70,000
Total Service Charges	1,159,436		1,094,000	1,150,444	1,282,590	1,246,225
Fines and Forfeitures	208,461		190,000	190,000	190,000	190,000
SUBTOTAL - GENERAL FUND REVENUES	\$ 21,198,586	\$	21,382,141	\$ 21,662,472	\$ 22,374,167	\$ 22,700,713
Measure M2 Local Fair Share	572,304		590,060	599,197	613,462	628,798
Other Operating Revenues	248,718		185,000	290,000	290,000	290,000
TOTAL OPERATING REVENUES	\$ 22,019,608	\$	22,157,201	\$ 22,551,669	\$ 23,277,629	\$ 23,619,511

Attachment: City Manager Proposed Biennial Budget 2020-21 & Six-Year Capital Improvement Program (1894 : Biennial Budget FY 2019/20 -

CITY OF LAGUNA HILLS
BIENNIAL BUDGET
FY 2019/20 - 2020/21
OPERATING EXPENDITURES

	PRIOR YEAR'S ACTUAL FY 17/18	FY 18/19 AMENDED BUDGET	YEAR-END ESTIMATE	FY 19/20	FY 20/21
GENERAL FUND EXPENDITURES					
General Government					
Personnel	\$ 1,872,334	\$ 1,641,899	\$ 1,589,091	\$ 1,800,834	\$ 1,810,113
Maintenance and Operation	221,028	221,300	221,646	246,058	251,890
Contract Services	466,947	527,865	549,585	667,003	659,470
Capital Outlay	6,799	-	-	-	-
Total General Government	2,567,109	2,391,064	2,360,322	2,713,895	2,721,473
Non-departmental					
Personnel	296,413	397,438	360,535	424,548	471,597
Maintenance and Operation	433,748	499,061	503,118	595,016	605,778
Contract Services	221,416	166,876	199,728	180,198	152,961
Capital Outlay	142,609	31,700	25,611	104,125	31,700
Total Non-departmental	1,094,186	1,095,075	1,088,992	1,303,887	1,262,036
Community Development					
Personnel	946,894	891,354	794,401	856,803	897,477
Maintenance and Operation	15,287	23,775	12,810	20,000	18,500
Contract Services	324,921	387,200	334,950	394,000	544,000
Total Community Development	1,287,101	1,302,329	1,142,161	1,270,803	1,459,977
Public Services					
Personnel	802,485	827,004	852,308	833,274	903,114
Maintenance and Operation	1,013,396	953,950	970,045	1,025,200	1,054,900
Contract Services	2,408,362	2,568,000	2,595,500	2,783,500	2,834,500
Capital Outlay	-	52,000	-	20,000	-
Total Public Services	4,224,243	4,400,954	4,417,853	4,661,974	4,792,514
Community Services					
Personnel	1,098,478	1,134,654	1,056,338	1,135,069	1,196,521
Maintenance and Operation	591,543	602,610	607,871	658,500	658,500
Contract Services	369,861	321,832	357,960	351,011	350,334
Capital Outlay	6,914	5,000	5,045	11,700	7,500
Total Community Services	2,066,796	2,064,096	2,027,214	2,156,280	2,212,855
Public Safety					
Maintenance and Operation	50,196	45,300	49,034	44,190	37,690
Contract Services	7,913,915	8,364,671	8,337,138	8,522,157	8,870,772
Capital Outlay	61,272	2,000	8,656	2,000	2,000
Total Public Safety	8,025,383	8,411,971	8,394,828	8,568,347	8,910,462
Total General Fund Expenditures	\$ 19,264,818	\$ 19,665,489	\$ 19,431,370	\$ 20,675,186	\$ 21,359,317
Debt Service	1,787,428	1,790,881	1,792,921	1,804,921	1,788,921
TOTAL OPERATING EXPENDITURES	\$ 21,052,246	\$ 21,456,370	\$ 21,224,291	\$ 22,480,107	\$ 23,148,238

Attachment: City Manager Proposed Biennial Budget 2020-21 & Six-Year Capital Improvement Program (1894 : Biennial Budget FY 2019/20 -

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BUDGET SUMMARIES

GENERAL FUND BUDGET

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CITY OF LAGUNA HILLS
BIENNIAL BUDGET
FY 2019/20 - 2020/21
GENERAL FUND BUDGET

	PRIOR YEAR'S		FY 18/19		FY 19/20	FY 20/21
	ACTUAL FY 17/18		AMENDED BUDGET	YEAR-END ESTIMATE		
REVENUES						
Property Taxes	\$ 10,481,864	\$	10,916,716	\$ 11,031,848	\$ 11,341,052	\$ 11,704,411
Franchise & Transient Occupancy Tax	2,630,207		2,761,297	2,530,622	2,593,887	2,658,738
Intergovernmental Revenues	5,836,700		5,620,128	5,899,558	6,085,638	6,050,338
Licenses and Permits	881,918		800,000	860,000	881,000	851,000
Charges for Current Services	1,159,436		1,094,000	1,150,444	1,282,590	1,246,229
Fines and Forfeitures	208,461		190,000	190,000	190,000	190,000
TOTAL REVENUES	21,198,586		21,382,141	21,662,472	22,374,167	22,700,716
EXPENDITURES						
General Government	2,567,109		2,391,064	2,360,322	2,713,895	2,721,473
Non-departmental	1,094,186		1,095,075	1,088,992	1,303,887	1,262,038
Community Development	1,287,101		1,302,329	1,142,161	1,270,803	1,459,977
Public Services	4,224,243		4,400,954	4,417,853	4,661,974	4,792,514
Community Services	2,066,796		2,064,096	2,027,214	2,156,280	2,212,858
Public Safety	8,025,383		8,411,971	8,394,828	8,568,347	8,910,466
TOTAL EXPENDITURES	19,264,818		19,665,489	19,431,370	20,675,186	21,359,316
Excess (Deficiency) of Revenues over Expenditures	\$ 1,933,768	\$	1,716,652	\$ 2,231,102	\$ 1,698,981	\$ 1,341,399

Attachment: City Manager Proposed Biennial Budget 2020-21 & Six-Year Capital Improvement Program (1894 : Biennial Budget FY 2019/20 -

CITY OF LAGUNA HILLS
BIENNIAL BUDGET
FY 2017/18 - 2018/19
GENERAL FUND REVENUES

	PRIOR YEAR'S	FY 18/19		FY 19/20	FY 20/21
	ACTUAL FY 17/18	AMENDED BUDGET	YEAR-END ESTIMATE		
Property Taxes	\$ 10,481,864	\$ 10,916,716	\$ 11,031,848	\$ 11,341,052	\$ 11,704,415
Franchise & Transient Occupancy Tax					
Utility Franchise Fees	945,963	940,946	920,459	943,470	967,057
Waste Disposal & Recycling Fees	302,524	310,163	310,163	317,917	325,865
Transient Occupancy Taxes	1,381,720	1,510,188	1,300,000	1,332,500	1,365,813
Total Franchise Taxes	2,630,207	2,761,297	2,530,622	2,593,887	2,658,735
Intergovernmental Revenues					
Sales & Use Tax	5,755,661	5,578,000	5,842,430	6,025,638	5,990,338
Motor Vehicle in Lieu	16,604	-	15,000	15,000	15,000
State Mandated Reimbursement	5,725	-	-	-	-
County Landfill Agreement	58,710	42,128	42,128	45,000	45,000
Total Intergovernmental Revenues	5,836,700	5,620,128	5,899,558	6,085,638	6,050,338
Licenses and Permits					
Building Related Licenses/Permits	734,256	650,000	710,000	731,000	701,000
Engineering Permits	147,662	150,000	150,000	150,000	150,000
Total Licenses and Permits	881,918	800,000	860,000	881,000	851,000
Charges for Current Services					
Recreation Fees	818,407	820,000	856,444	870,590	887,225
Development Services Fees	166,957	100,000	120,000	218,000	165,000
Rental Fees/Leases	131,018	124,000	124,000	124,000	124,000
Other Service Charges & Misc. Revenues	43,054	50,000	50,000	70,000	70,000
Total Service Charges	1,159,436	1,094,000	1,150,444	1,282,590	1,246,225
Fines and Forfeitures	208,461	190,000	190,000	190,000	190,000
TOTAL GENERAL FUND REVENUES	\$ 21,198,586	\$ 21,382,141	\$ 21,662,472	\$ 22,374,167	\$ 22,700,713

Attachment: City Manager Proposed Biennial Budget 2020-21 & Six-Year Capital Improvement Program (1894 : Biennial Budget FY 2019/20 -

CITY OF LAGUNA HILLS
BIENNIAL BUDGET
FY 2019/20 - 2020/21
GENERAL FUND EXPENDITURES

	PRIOR YEAR'S		FY 18/19		FY 19/20	FY 20/21
	ACTUAL FY 17/18		AMENDED BUDGET	YEAR-END ESTIMATE		
General Government						
Personnel	\$ 1,872,334	\$	1,641,899	\$ 1,589,091	\$ 1,800,834	\$ 1,810,113
Maintenance and Operation	221,028		221,300	221,646	246,058	251,890
Contract Services	466,947		527,865	549,585	667,003	659,470
Capital Outlay	6,799		-	-	-	-
Total General Government	2,567,109		2,391,064	2,360,322	2,713,895	2,721,473
Non-departmental						
Personnel	296,413		397,438	360,535	424,548	471,597
Maintenance and Operation	433,748		499,061	503,118	595,016	605,778
Contract Services	221,416		166,876	199,728	180,198	152,961
Capital Outlay	142,609		31,700	25,611	104,125	31,700
Total Non-departmental	1,094,186		1,095,075	1,088,992	1,303,887	1,262,036
Community Development						
Personnel	946,894		891,354	794,401	856,803	897,477
Maintenance and Operation	15,287		23,775	12,810	20,000	18,500
Contract Services	324,921		387,200	334,950	394,000	544,000
Capital Outlay	-		-	-	-	-
Total Community Development	1,287,101		1,302,329	1,142,161	1,270,803	1,459,977
Public Services						
Personnel	802,485		827,004	852,308	833,274	903,114
Maintenance and Operation	1,013,396		953,950	970,045	1,025,200	1,054,900
Contract Services	2,408,362		2,568,000	2,595,500	2,783,500	2,834,500
Capital Outlay	-		52,000	-	20,000	-
Total Public Services	4,224,243		4,400,954	4,417,853	4,661,974	4,792,514
Community Services						
Community						
Personnel	1,098,478		1,134,654	1,056,338	1,135,069	1,196,521
Maintenance and Operation	591,543		602,610	607,871	658,500	658,500
Contract Services	369,861		321,832	357,960	351,011	350,334
Capital Outlay	6,914		5,000	5,045	11,700	7,500
Total Community Services	2,066,796		2,064,096	2,027,214	2,156,280	2,212,855
Public Safety						
Maintenance and Operation	50,196		45,300	49,034	44,190	37,690
Contract Services	7,913,915		8,364,671	8,337,138	8,522,157	8,870,772
Capital Outlay	61,272		2,000	8,656	2,000	2,000
Total Public Safety	8,025,383		8,411,971	8,394,828	8,568,347	8,910,462
TOTAL GENERAL FUND EXPENDITURES	\$ 19,264,818	\$	19,665,489	\$ 19,431,370	\$ 20,675,186	\$ 21,359,317

Attachment: City Manager Proposed Biennial Budget 2020-21 & Six-Year Capital Improvement Program (1894 : Biennial Budget FY 2019/20 -

CITY OF LAGUNA HILLS

SOURCES OF GENERAL FUND REVENUES

PROPERTY TAXES

The City receives Property Tax revenues in the form of Secured, Unsecured, Supplemental, Homeowners' Exemption, Interest and Penalties, Real Property Transfer Taxes, and Property Taxes in-Lieu of VLF. In accordance with State law, property is assessed at actual full cash value and the maximum tax is 1% of the assessed valuation. Increases in assessed valuation are limited to 2% per year unless there is a change in property ownership or improvements to the property.

The assessed values of properties in the City since FY 2014/15 are listed in Table 1 below.

Table 1 – Assessed Values (\$ 000 Billion)

FISCAL YEAR	SECURED	UNSECURED	TOTAL	% CHANGE
2014/15	5.81	0.154	5.96	5.60%
2015/16	6.11	0.145	6.26	4.90%
2016/17	6.37	0.136	6.26	4.90%
2017/18	6.60	0.141	6.74	3.47%
2018/19 *	6.97	0.202	7.17	6.18%
2019/20 *	7.34	0.202	7.54	5.03%
2020/21 *	7.58	0.202	7.79	3.26%

* Estimated data

The assessed valuation estimates for FY 2019/20 and FY 2020/21 utilize growth projections from a third-party property tax consultant to forecast property tax revenues. Secured/unsecured property valuations are projected to increase by approximately 5.03% for FY 2019/20 and 3.26% for FY 2020/21. Notable factors in the anticipated increases are the appreciation of existing structures, growth due to transfer in ownership, and growth due to structural improvement and construction.

Table 2 – Property Tax Revenues (\$ 000 Million)

FISCAL YEAR	SECURED & UNSECURED**	PROPERTY TAX IN-LIEU OF VLF	TOTAL	% CHANGE
2014/15	6.597	2.532	9.129	3.43%
2015/16	6.993	2.667	9.660	5.82%
2016/17	7.219	2.774	9.993	3.45%
2017/18	7.271	2.947	10.595	0.72%
2018/19 *	7.703	3.056	10.759	3.75%
2019/20 *	7.923	3.146	11.069	2.84%
2020/21 *	8.181	3.251	11.432	3.23%

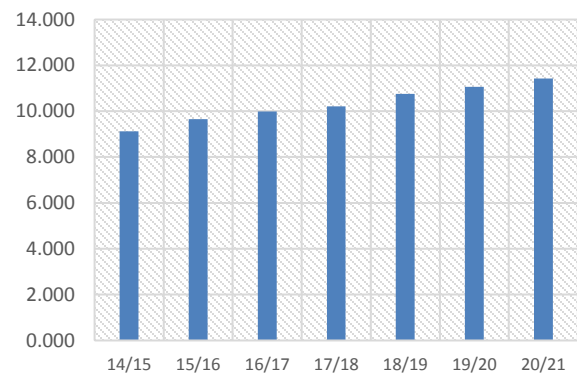
*Estimated data

**Includes Supplemental, Homeowners' Exemption, Interest and Penalties, Real Property Transfer Taxes

As shown in Table 2, it is projected that property tax revenues will yield approximately \$7.923 million in FY 2019/20 and \$8.181 million in FY 2020/21 in property tax receipts. In addition, the City receives property taxes in lieu of Vehicle License Fee (VLF) revenues. Total property tax revenue receipts are projected to yield approximately \$11.069 million in FY 2019/20, representing a 2.84% increase over the previous fiscal year. In FY 2020/21, it is anticipated assessed values will continue to increase to \$11.432 million, resulting in an additional 3.23% increase in total property revenues over the prior fiscal year.

Figure 1 below shows a five year history and projections for FY 2019/20 and FY 2020/21.

Figure 1 – Property Tax Revenues (\$ 000)
(5-Year Trend and FYs 2019-2021 Projections)



FRANCHISE FEES

Franchise Fees are imposed by the City on gas, electric, and cable television for the privilege of using public rights-of-ways. Each of these utility companies is assessed between 1 and 5 percent of gross receipts. In addition, a fee is imposed on the City's solid waste and recycling service provider for contract administration costs and costs associated with the repair of City streets. The City's solid waste fee is adjusted for inflation each fiscal year based on the annual percentage change in the Producer Price Index (PPI). This adjustment is applied to the prior year actual fee amount using March PPI data. The City received \$310,163 in solid waste fee revenue in FY 2018/19. We are forecasting that the PPI percentage change for the following fiscal year will be 2.5% over the current year, which will adjust the fee total to \$317,917 for FY 2019/20.

CITY OF LAGUNA HILLS SOURCES OF GENERAL FUND REVENUES

Also included in this category is the 10% Transient Occupancy Tax (TOT) levied on operating hotels located within the City limits, of which currently there are four. Table 3 below lists the historical trend of TOT revenues.

Table 3 – TOT REVENUES

FISCAL YEAR	TOT Received (\$)	% CHANGE (From Prior Year)
2014/15	1,285,455	6.82%
2015/16	1,406,823	9.44%
2016/17	1,438,000	0.37%
2017/18	1,381,720	-3.99%
2018/19 *	1,300,000	-6.00%
2019/20 *	1,332,500	2.47%
2020/21 *	1,365,813	2.47%

*Estimated data

In FY 2017/18, the TOT contributed \$1,381,720 to the City's General Fund. For FY 2018/19, it is anticipated that the actual year-end TOT receipts will total \$1,300,000 representing a decrease of approximately 6%.

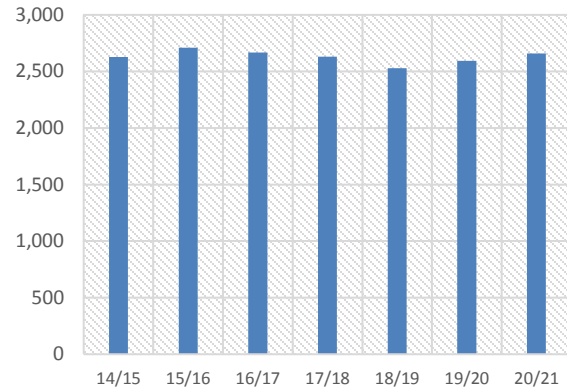
For this two year budget cycle, it is anticipated that TOT receipts will increase approximately 2.47% for the first year of the Biennial Budget and come in at \$1,332,500. For FY 2020/21, TOT receipts are anticipated to total \$1,365,813, a 2.47% increase over the prior year estimate.

Franchise Utility Fees revenue is expected to total \$943,470 in FY 2019/20 and to \$967,057 in FY 2020/21.

Figure 2 provides a historical trend of revenues for franchise fees and TOT. As shown in the graph, total Franchise Fees and TOT receipts are expected to total \$2,593,887 for FY 2019/20 and \$2,658,735 for FY 2020/21, representing a 2.46% and 2.48% increase, respectively.

Figure 2 – FRANCHISE FEES & TOT (\$ 000)

(5-Year Trend and FYs 2019-2021 Projections)



SALES TAX

The 7.75% Sales and Use Tax is collected by the State Board of Equalization and is allocated as follows:

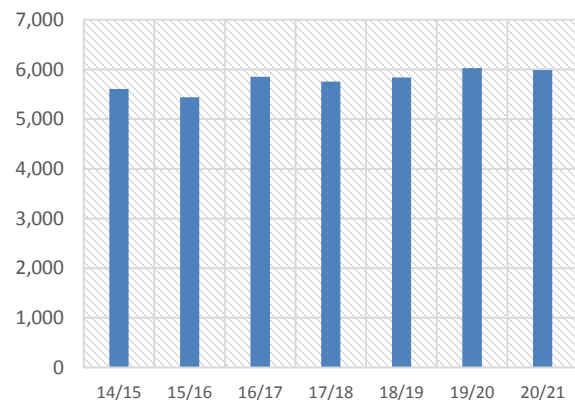
- The City receives 1% of the total based on sales within its jurisdiction;
- 0.50% is allocated to the Orange County Transportation Authority (OCTA);
- The remaining 6.25% is retained by the State.

The City's Sales and Use Tax Revenues include point of sale tax payments, and a share of the County Pool and State Pool allocations.

Figure 3 provides a historical trend of sales and use tax revenues.

Figure 3 – SALES & USE TAX (\$ 000)

(5-Year Trend and FYs 2019-2021 Projections)



It is anticipated that Sales and Use Tax revenues will slightly increase in FY 2019/20 and slightly decrease in the following fiscal year. Sales and Use Tax revenues are projected at

CITY OF LAGUNA HILLS SOURCES OF GENERAL FUND REVENUES

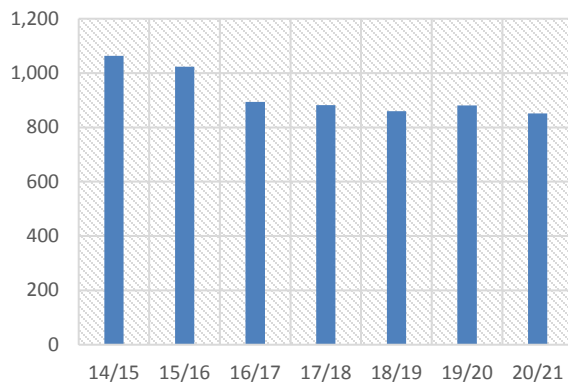
\$6,025,638 in FY 2019/20 and \$5,990,338 in FY 2020/21.

LICENSES AND PERMITS

This revenue source is development driven and is comprised of fees for Building and Engineering licensing and permit activities.

The chart below details a 5-year historical trend of license and permit fees collected.

Figure 4 – LICENSES AND PERMITS (\$ 000)
(5-Year Trend and FYs 2019-2021 Projections)



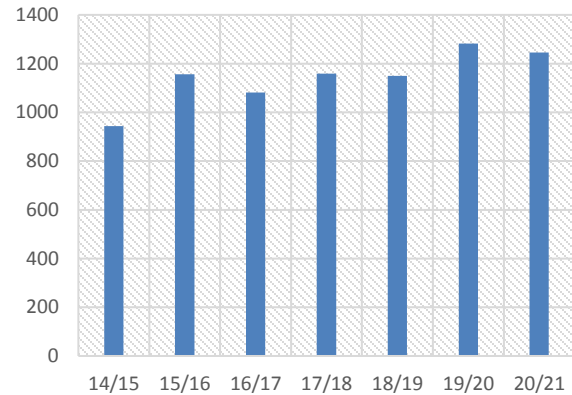
The License and Permits Fee revenues for FY 2019/20 and FY 2020/21 are estimated at \$881,000 and \$851,000, respectively.

CHARGES FOR SERVICES

This revenue type is comprised of at least 5 major fee categories: 1) fees generated from recreation programs; 2) fees for development-type activities like planning and zoning fees, grading plan checks, and improvement inspection fees; 3) rental charges and lease agreements for the use of communication and other facilities in the City, including the Community Center; 4) sale of publications and maps and other charges; and 5) miscellaneous receipts for weed abatement, refund of prior years' risk premiums, etc.

For FY 2019/20, it is estimated that this revenue source will increase by 10.9% over the year-end estimate. Revenues are anticipated to slightly decrease the following fiscal year, totaling \$1,246,225.

Figure 5 – CHARGES FOR SERVICES (\$ 000)
(5-Year Trend and FYs 2019-2020 Projections)

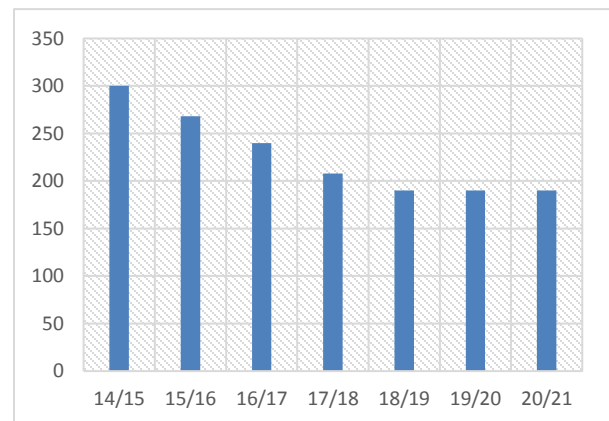


FINES AND FORFEITURES

Fines and Forfeitures revenue consists of vehicle code fines, parking violation fees, and court fines.

A 5-year historical trend of the collected Fines and Forfeitures revenue is illustrated in Figure 6 below. For the 2019-2021 Biennial Budget, the City's revenue receipts are anticipated to decrease slightly from the year-end estimate and remain relatively flat in the following two fiscal years.

Figure 6 – FINES & FORFEITURES (\$ 000)
(5-Year Trend and FYs 2019-2021 Projections)





BUDGET SUMMARIES

SPECIAL REVENUES

CITY OF LAGUNA HILLS
BIENNIAL BUDGET
FY 2019/20 - 2020/21
SPECIAL REVENUES

5.1.a

	PRIOR YEAR'S		FY 18/19		FY 19/20	FY 20/21
	ACTUAL FY 17/18		AMENDED BUDGET	YEAR-END ESTIMATE		
Special Revenues						
CIP Funding Sources						
Gas Tax	\$ 671,887	\$	697,429	\$ 687,213	\$ 842,507	\$ 700,000
SB1 RMRA	184,834		527,571	504,538	526,640	550,000
Measure M2 Competitive	121,766		300,000	100,000	200,000	-
AB 2766	40,345		40,000	40,000	40,000	40,000
CDBG	-		-	-	70,000	-
Proposition 68	-		-	-	-	200,000
Total CIP Funding Sources	<u>1,018,832</u>		<u>1,565,000</u>	<u>1,331,751</u>	<u>1,679,147</u>	<u>1,490,000</u>
Measure M2 Local Fair Share	572,304		590,060	599,197	613,462	628,798
Law Enforcement	139,416		100,000	140,000	140,000	140,000
Recycling Revenues						
Beverage Recycling	-		8,300	-	-	8,500
CR&R Recycling Fee	2,000		2,000	2,000	2,000	2,000
C&D Forfeited Deposits	<u>47,742</u>		<u>30,000</u>	<u>30,000</u>	<u>35,000</u>	<u>35,000</u>
Total Recycling Funding Sources	<u>49,742</u>		<u>40,300</u>	<u>32,000</u>	<u>37,000</u>	<u>45,500</u>
Senior Mobility Program	35,698		35,126	32,962	36,936	38,091
CASp	2,980		-	5,000	5,000	5,000
Total Special Revenue Funds	<u>\$ 1,818,972</u>	<u>\$</u>	<u>2,330,486</u>	<u>\$ 2,140,910</u>	<u>\$ 2,511,545</u>	<u>\$ 2,347,389</u>

Attachment: City Manager Proposed Biennial Budget 2020-21 & Six-Year Capital Improvement Program (1894 : Biennial Budget FY 2019/20 -

CITY OF LAGUNA HILLS MAJOR SOURCES OF SPECIAL REVENUE FUNDS

GAS TAX

The State of California assesses tax on gasoline as authorized by Sections 2105, 2106, 2107, and 2017.5 of the California Streets and Highways Code. These funds are restricted for the maintenance, rehabilitation, or improvement of public streets. The City utilizes its gas tax revenue apportionments to fully fund its Street Maintenance, CIP No. 101. SB1 was recently signed into law, which has a significant future impact to allocations of streets and road funds for cities and counties by increasing the allocations of the existing Highway Users Tax Account and by added funding from the new 2017 Act. The 2017 Act establishes a new Road Maintenance and Rehabilitation Account that allocates funds from the following taxes: the 12 cent gasoline excise tax, 20 cent diesel fuel excise tax, and transportation improvement fees (vehicle registration taxes). In FY 2018/19, the annual allocation to the City is expected to total \$687,213 and \$504,538 for Gas Tax and SB1 RMRA funds, respectively, for a combined total of \$1,191,751. In 2019/20, Gas Tax revenues are projected to increase by 13.9%, amounting to 1,369,147. These increases have a positive impact to the City's annual street maintenance program and 100% of the new funding is dedicated to the City's street maintenance program.

MEASURE M2 LOCAL FAIR SHARE

Measure M2 Funds are available from the ½ cent sales tax renewed by voters in November of 2006 with an effective date of April 1, 2011, coinciding with the sunset of Measure M1. Every year, the Orange County Transportation Authority (OCTA) determines the eligibility of local jurisdictions to receive Measure M2 Fair Share and Competitive program funds. The Measure M2 Fair Share Program is a formula-based allocation provided to local governments for use on allowable transportation planning and action activities. Apportionments are based on a formula using population, miles of existing streets, and taxable sales. This funding is projected to come for FY 2019/20 & FY 2020/21 at \$613,462 and \$628,798, respectively.

SPECIAL ALLOCATIONS

The City receives one-time revenue allocations for specific projects in its Capital Improvement Program. Many of these "grants" are awarded on a competitive basis. These sources during this biennial budget period include Measure M2 Competitive Funding, which is projected at \$200,000 in FY 2019/20. Since these revenues are typically project-driven, revenues are typically received on a reimbursement basis.

CITY OF LAGUNA HILLS

MAJOR SOURCES OF SPECIAL REVENUE FUNDS

DEVELOPMENT IMPACT FEES

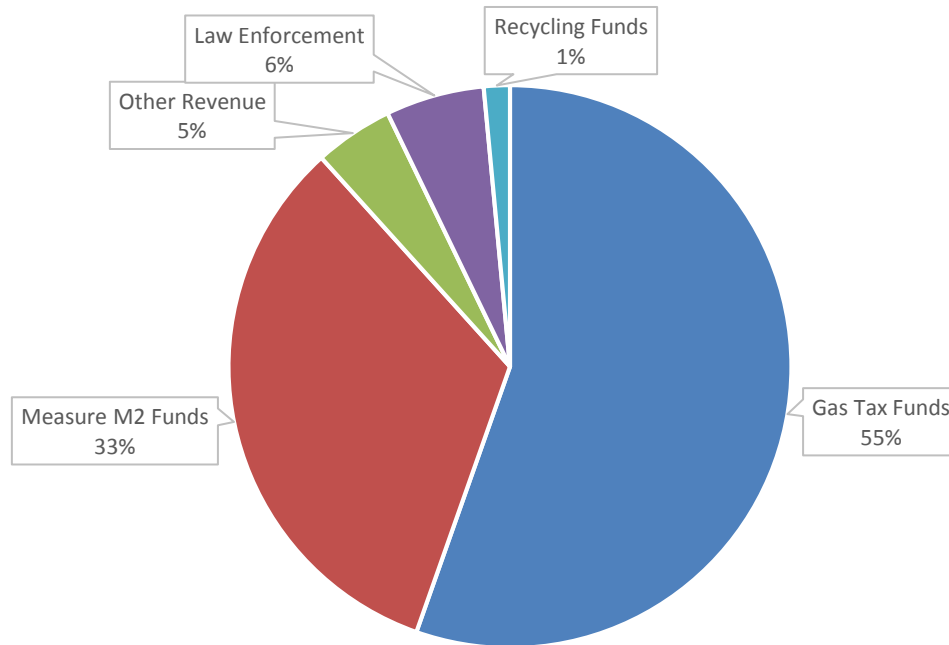
The City assesses three types of development impact fees: Public Art Fees, Traffic Mitigation Fees, and Quimby Act Fees. Developers fees are accounted for separately and are restricted based on the purpose of the fund. Public Art Fees provide funding for public art throughout designated areas of the City, as defined in the Urban Village Specific Plan (UVSP). Traffic Mitigation Fees provide funding for additional or improved traffic signals and infrastructure improvements. Quimby Act Fees provide funding for the improvement of park and/or recreational facilities within the City.

There are no projected revenues from Development Impact Fees in the 2019-2021 Biennial Budget.

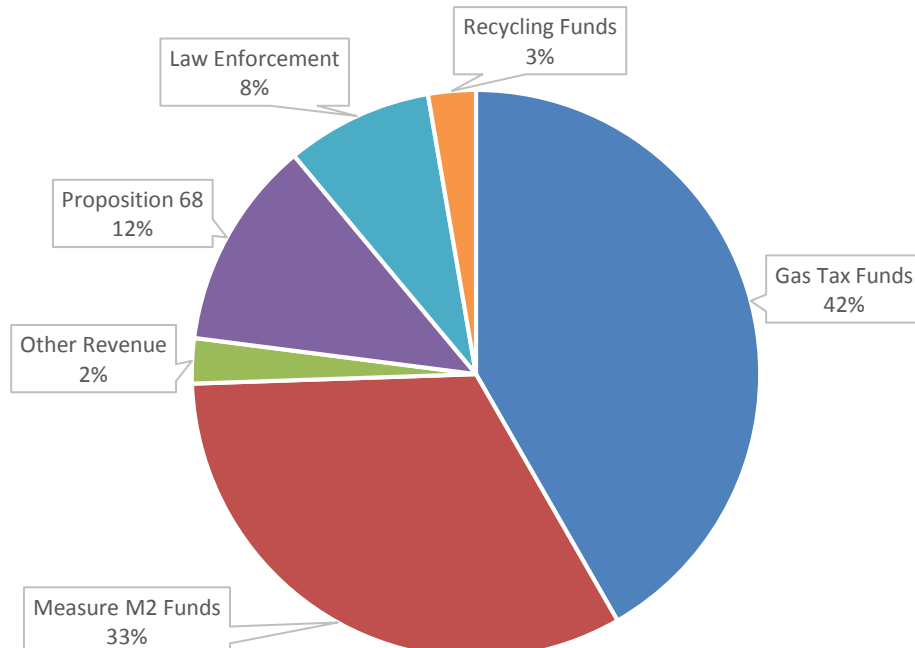
CITY OF LAGUNA HILLS MAJOR SOURCES OF SPECIAL REVENUE FUNDS

Figures 1 and 2 below show all the sources of special revenue as a percentage of total special revenues.

**Figure 1
FY 2019/20 - Sources of Special Revenue**



**Figure 2
FY 2020/21 - Sources of Special Revenue**



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Department Plans & Budget



CITY OF LAGUNA HILLS

BIENNIAL BUDGET

FY 2019/20 – 2020/21

DEPARTMENT: GENERAL GOVERNMENT

DESCRIPTION:

The General Government Department consists of the legislative, executive, and administrative oversight of all City operations. All expenditures and activities related to the City Council, City Manager, City Attorney, City Clerk, and Administrative Services are included in this Department. The Department is also responsible for the City's economic development efforts.

MISSION STATEMENT:

Formulate and implement policies, practices, and services that respond to the needs, values, and interests of the citizens of Laguna Hills, all the while overseeing and supporting the operations of the City so as to deliver a high level of service, in a manner that is financially sustainable and ensures legal compliance with all Federal, State, and local statutes.

FUNCTIONAL AREAS:

EXECUTIVE MANAGEMENT

(City Council Support, Policy Implementation, Contract Administration, Operations Management, and Organizational Development)

INTERGOVERNMENTAL RELATIONS

(Orange County Fire Authority, League of California Cities, Association of California Cities, Orange County Public Library Board, San Joaquin Toll Road Agency, and Miscellaneous Regional Advisory Body Representation)

LEGAL SERVICES

(General Counsel, Special Counsel, and Litigation)

ECONOMIC DEVELOPMENT

(Retention and Attraction)

FINANCE

(Financial Reporting and Analysis, Internal Control Development and Compliance, Audit Coordination and External Accountability, Budget Coordination and Program Evaluation, Cash Management and Investments, Debt Management, Purchasing, and Payroll)

RISK MANAGEMENT

(Liability Protection, Purchasing, Claims Processing and Defense, Risk Assessment, Inspections, Incident Reporting & Investigations, Safety Audits, and Safety Training)



CITY OF LAGUNA HILLS

BIENNIAL BUDGET - FY 2019/20 – 2020/21

DEPARTMENT: GENERAL GOVERNMENT

PERSONNEL

(Training and Development, Administration of Employee Benefits and Compensation Plans, Recruitment, and Human Services)

CITY CLERK

(Municipal Code, Agenda Preparation, Custody of Records, and Elections and Campaign Statement Filings)

BUDGETED STAFFING:

	Fiscal Year 2018-19	Fiscal Year 2019-20	Fiscal Year 2020-21
Full-time	9.00	8.00	8.00
Part-time	0.00	1.50	1.50
Total	9.00	9.50	9.50

UNIQUE WORK PROGRAMS:

1. Conduct a citywide Recreational Facility Needs Assessment.
2. Conduct a Comprehensive Employee Compensation and Classification Study for use as the basis of negotiations with the Laguna Hills City Employees Association.
3. Negotiate a Memorandum of Understanding (MOU) with the Laguna Hills Employees Association to be effective July 1, 2021.
4. Utilization of an ad hoc committee to develop a comprehensive public engagement strategy, including City Views, social media, and a recognition program for residents and businesses, as well as evaluate the City's current outreach tools, so as to better engage and connect with residents.
5. Conduct the General Municipal Election in November 2020.
6. Prepare a Request for Proposals for Banking Services, pursuant to City Council Policy No. 105.
7. Prepare a Request for Proposals for Independent Auditor Services and select a new independent auditor, pursuant to City Council Policy No. 105.

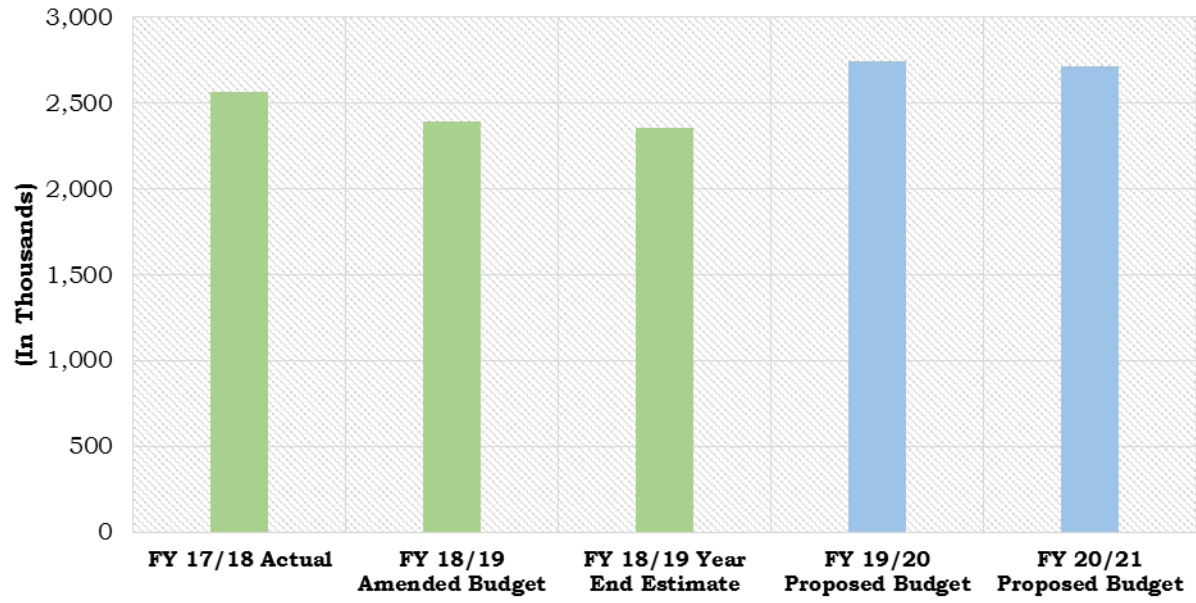


CITY OF LAGUNA HILLS

BIENNIAL BUDGET - FY 2019/20 – 2020/21

DEPARTMENT: GENERAL GOVERNMENT

DEPARTMENT EXPENDITURE GRAPH:



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CITY OF LAGUNA HILLS
BIENNIAL BUDGET
FISCAL YEAR 2019/20 - 2020/21

		DESCRIPTION			CODE NO.	
FUND:		General Fund			100	
DEPARTMENT:		General Government			155	
		PRIOR YEAR'S ACTUAL FY 17/18	AMENDED BUDGET FY 18/19	YEAR END ESTIMATE FY 18/19	PROPOSED BUDGET	
					FY 19/20	FY 20/21
PERSONNEL						
510.000	SALARIES - FULL TIME	1,271,361	1,098,992	1,085,495	1,145,863	1,175,743
512.000	SALARIES - PART-TIME	36,727	38,563	7,284	96,993	102,842
518.000	AUTO ALLOWANCE	8,100	7,200	10,800	10,800	10,800
520.000	MEDICARE	18,421	16,599	16,001	18,178	18,696
521.000	RETIREMENT	275,440	216,103	204,191	262,730	230,356
530.000	HEALTH INSURANCE	244,556	254,978	243,856	255,160	260,350
530.200	GROUP LIFE	9,936	2,725	3,480	3,866	4,028
540.000	UNEMPLOYMENT	-	-	11,700	-	-
542.000	DISABILITY INSURANCE	7,795	6,739	6,284	7,244	7,298
	Sub-total	1,872,334	1,641,899	1,589,091	1,800,834	1,810,113
MAINTENANCE AND OPERATIONS						
610.000	MEMBERSHIPS AND DUES - MISC.	9,244	8,100	7,450	8,350	8,040
610.001	MEMBERSHIPS AND DUES - LOCC	12,454	13,000	12,766	13,000	13,000
610.002	MEMBERSHIPS AND DUES - ACC-OC	9,540	10,000	9,337	9,500	10,000
610.003	MEMBERSHIPS AND DUES - OCCOG	5,005	5,000	5,100	5,200	5,300
610.004	MEMBERSHIPS AND DUES - LAFCO	3,892	3,600	4,031	4,158	4,200
610.005	MEMBERSHIPS AND DUES - SCAG	3,402	3,400	3,402	3,450	3,500
610.006	MEMBERSHIPS AND DUES - OC HOUSING TRUST	-	-	-	5,000	5,000
611.000	TRAINING AND EDUCATION	7,302	11,300	6,730	15,500	13,900
612.000	TRAVEL, CONFERENCES, & MEETINGS	28,728	20,550	9,600	16,450	16,450
612.001	TRAVEL - LEAGUE OF CA CITIES	8,696	6,500	14,570	12,500	15,600
612.002	TRAVEL - ACC-OC	5,798	3,500	11,500	11,500	12,000
612.025	TRV, CONF & MEET, ECONOMIC DEV	-	4,500	-	-	-
613.000	MILEAGE REIMBURSEMENT	456	400	400	400	400
613.100	VEHICLE - FUEL	4,557	4,000	3,000	4,000	4,000
618.000	PHYSICAL EXAMS	-	1,000	-	-	-
620.000	OFFICE SUPPLIES	5,191	9,900	9,500	9,600	9,600
622.000	OPERATING SUPPLIES	4,384	10,400	8,100	9,900	9,900
623.000	PRINTING	806	1,500	1,400	1,650	1,650
624.001	ADVERTISING - LEGAL	10,335	13,000	19,750	13,500	14,400
625.000	POSTAGE & DELIVERY	1,842	1,600	1,800	1,800	1,800
626.000	SUBSCRIPTIONS & BOOKS	6,925	8,050	6,700	7,100	7,150
646.100	MAINTENANCE & REPAIR- VEHICLE	4,112	1,800	1,300	1,800	1,800
662.000	BANK & MERCHANT SERVICE FEES	25,467	22,000	27,000	27,000	27,000
695.000	COMM. EVENTS/PUBLIC RELATIONS	62,892	58,200	58,210	64,700	67,200
	Sub-total	221,028	221,300	221,646	246,058	251,890

CITY OF LAGUNA HILLS
BIENNIAL BUDGET
FISCAL YEAR 2019/20 - 2020/21

		DESCRIPTION			CODE NO.	
FUND:		General Fund			100	
DEPARTMENT:		General Government			155	
		PRIOR YEAR'S ACTUAL FY 17/18	AMENDED BUDGET FY 18/19	YEAR END ESTIMATE FY 18/19	PROPOSED BUDGET	
					FY 19/20	FY 20/21
CONTRACTUAL SERVICES						
700.000	PROFESSIONAL SERVICES	36,779	3,420	13,420	73,558	58,420
700.010	LEGAL SVCS. - GENERAL COUNSEL	247,554	285,000	285,000	285,000	285,000
700.011	LEGAL SVCS. - LITIGATION	33,478	60,000	60,000	120,000	120,000
700.020	LEGISLATIVE SERVICES	34,800	34,800	34,800	34,800	34,800
700.030	CITY CLERK FUNCTIONAL SUPPORT	11,867	15,000	16,000	20,500	20,500
700.050	FINANCIAL SERVICES	2,300	2,500	24,500	2,500	2,500
700.051	ANNUAL FINANCIAL AUDIT SERVICES	29,935	31,045	31,165	31,795	33,250
700.055	COMPLIANCE AUDIT SERVICES	14,101	11,100	14,500	48,850	25,000
720.030	GENERAL MUNICIPAL ELECTION SVCS	-	25,000	22,200	-	25,000
720.055	PROPERTY TAX ADMIN FEE	56,132	60,000	48,000	50,000	55,000
	Sub-total	466,947	527,865	549,585	667,003	659,470
CAPITAL OUTLAY						
930.000	FURNITURE	6,799	-	-	-	-
	Sub-total	6,799	-	-	-	-
	TOTAL	2,567,109	2,391,064	2,360,322	2,713,895	2,721,473

Attachment: City Manager Proposed Biennial Budget 2020-21 & Six-Year Capital Improvement Program (1894 : Biennial Budget FY 2019/20 -



CITY OF LAGUNA HILLS

BIENNIAL BUDGET

FY 2019/20 – 2020/21

DEPARTMENT: NON-DEPARTMENTAL

DESCRIPTION:

The Non-Departmental Department encompasses functions that are essential to the operation of the City but do not fall within the jurisdiction of any single department or are expenditures of an organization-wide nature. Most notably, this includes the Information Technology (IT) function.

The IT division is responsible for the support and management of the City's information services, including software applications and computer hardware, at the Civic Center and the Community Center and Sports Complex.

MISSION STATEMENT: Support the operations of the City in order to maintain and enable the efficient management and administration of the City.

FUNCTIONAL AREAS:

NETWORK & DESKTOP SUPPORT

(Data Back-up, Network & Desktop Maintenance, Printers)

SOFTWARE SUPPORT

(Department Software Systems, Data Management, Website and Intranet)

LIABILITY PROTECTION

(General Liability, Property and Vehicle Insurance)

BUDGETED STAFFING:

	Fiscal Year 2018-19	Fiscal Year 2019-20	Fiscal Year 2020-21
Full-time	1.00	1.00	1.00
Part-time	0.00	0.00	0.00
Total	1.00	1.00	1.00



CITY OF LAGUNA HILLS

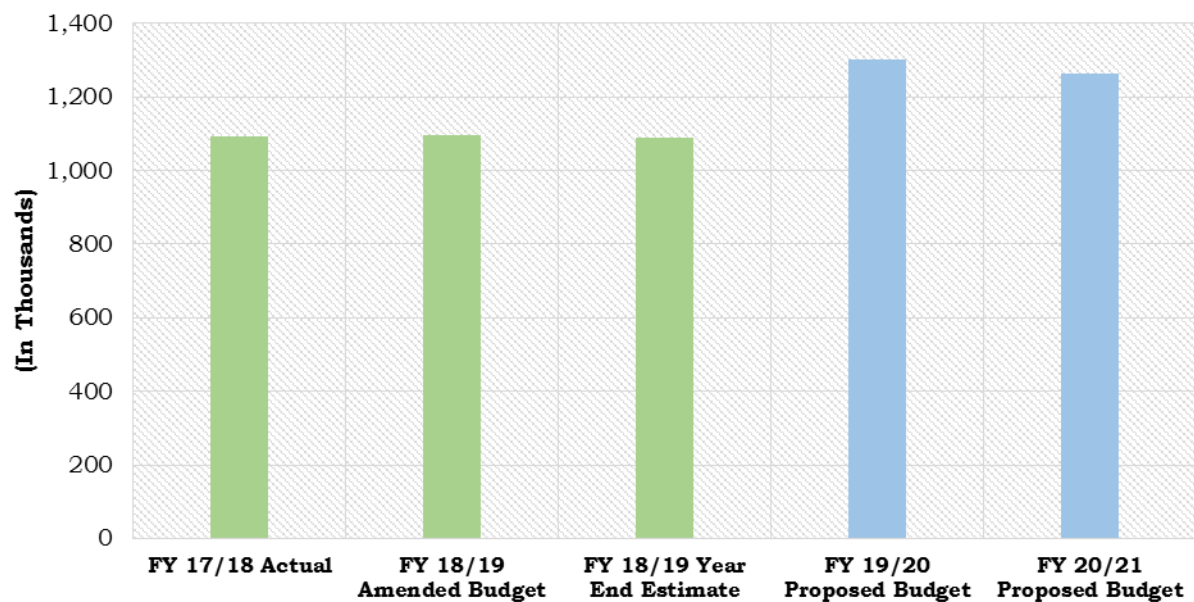
BIENNIAL BUDGET - FY 2019/20 – 2020/21

DEPARTMENT: NON-DEPARTMENTAL

UNIQUE WORK PROGRAMS:

1. Replace City staff computers with new computers and upgrade to Microsoft Office 2019.
2. Implement a cloud backup solution for the City's IT infrastructure for an additional layer of data integrity protection.

DEPARTMENT EXPENDITURE GRAPH:



**CITY OF LAGUNA HILLS
BIENNIAL BUDGET
FISCAL YEAR 2019/20 - 2020/21**

		DESCRIPTION			CODE NO.	
FUND:		General Fund			100	
DEPARTMENT:		Non-Departmental			195	
		PRIOR YEAR'S ACTUAL FY 17/18	AMENDED BUDGET FY 18/19	YEAR END ESTIMATE FY 18/19	PROPOSED BUDGET	
					FY 19/20	FY 20/21
PERSONNEL						
510.000	SALARIES - FULL TIME	112,059	106,404	106,404	108,532	111,788
520.000	MEDICARE	1,532	1,543	1,543	1,574	1,621
521.000	RETIREMENT	7,520	35,732	7,731	7,886	8,123
522.000	PENSION PLAN UAL	119,942	179,632	170,672	231,206	273,000
530.000	HEALTH INSURANCE	7,428	23,932	23,381	23,726	24,595
530.200	GROUP LIFE	383	267	398	406	419
540.000	WORKERS COMP	37,292	40,000	40,258	41,063	41,884
542.000	DISABILITY INSURANCE	834	728	728	735	747
550.000	EMPLOYEE BENEFITS PLAN ADMIN FEE	9,423	9,200	9,420	9,420	9,420
Sub-total		296,413	397,438	360,535	424,548	471,597
MAINTENANCE AND OPERATIONS						
610.000	MEMBERSHIPS AND DUES	200	400	400	400	400
611.000	TRAINING AND EDUCATION	3,077	18,400	7,619	16,000	9,500
617.000	RECRUITMENT	2,759	3,000	3,600	3,600	3,600
620.000	OFFICE SUPPLIES	9,406	12,000	11,000	11,500	12,000
621.000	COMPUTER SUPPLIES	14,166	12,000	11,785	12,101	12,101
622.000	OPERATING SUPPLIES	7,950	8,500	8,000	8,500	8,500
623.000	PRINTING	6,788	2,000	1,500	2,000	2,000
625.000	POSTAGE & DELIVERY	16,728	21,000	19,000	21,000	21,000
630.000	TELEPHONE & COMMUNICATION	48,264	50,416	48,704	48,704	48,704
641.000	RENT/LEASE - EQUIPMENT	1,994	1,500	1,500	1,500	1,500
641.200	RENT/LEASE - COPIER	28,229	39,436	26,883	26,882	26,882
646.000	MAINTENANCE & REPAIR- EQUIP/MACH	1,094	5,499	5,851	8,676	3,951
647.000	MAINTENANCE & REPAIR-COMP EQUIP		2,000	1,223	2,000	2,000
690.000	GENERAL LIABILITY INSURANCE	209,457	242,944	247,237	279,987	293,867
690.050	EMPLOYMENT PRACTICES LIABILITY INS.	10,321	10,442	11,101	11,767	12,355
690.100	VEHICLE & PROPERTY INSURANCE	31,096	28,408	48,887	56,767	59,605
690.150	EARTHQUAKE INSURANCE	23,347	33,011	30,049	34,556	36,284
690.200	COMMERCIAL CRIME INSURANCE	2,620	2,719	2,686	2,686	2,820
690.300	INSURANCE ADMINISTRATION	16,251	5,386	16,093	46,390	48,709
Sub-total		433,748	499,061	503,118	595,016	605,778
CONTRACTUAL SERVICES						
700.090	COMPUTER CONSULTING SERVICES	98,988	80,011	83,167	27,000	17,000
720.050	HARDWARE & SOFTWARE SUPPORT	122,428	86,865	116,561	153,198	135,961
Sub-total		221,416	166,876	199,728	180,198	152,961
CAPITAL OUTLAY						
930.000	FURNITURE	135	-	1,100	5,000	5,000
940.000	COMPUTER HARDWARE & SOFTWARE	142,475	31,700	24,511	99,125	26,700
Sub-total		142,609	31,700	25,611	104,125	31,700
TOTAL		1,094,186	1,095,075	1,088,992	1,303,887	1,262,036

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CITY OF LAGUNA HILLS

BIENNIAL BUDGET

FY 2019/20 – 2020/21

5.1.a

DEPARTMENT: COMMUNITY DEVELOPMENT

DESCRIPTION:

The Community Development Department provides planning, code enforcement, building and safety, and receptionist functions for the City and is organized into two divisions: Planning and Building & Safety.

The Planning division is primarily responsible for administration of the City's Zoning Codes and ensuring the implementation of the goals and strategies of the General Plan, which serves as a comprehensive strategy for the management of future growth and change within the community. In addition, this division monitors and responds to development in neighboring jurisdictions and ensures planning and environmental compliance with regional authorities and State Law.

The Building and Safety division is responsible for the review of building plans, issuance of permits, public counter services, continuous progress inspections, complaint investigations, code compliance, and City reception duties.

MISSION STATEMENT: Provide effective guidance and coordination for all land planning and development activities throughout the City and implement the regulations and policies of the City in a manner that will ensure a safe and healthy environment that promotes a high quality of life.

The Department is committed to fulfilling this mission by providing the highest level of professional service to the City Council and general public; by working to improve cooperative relationships with other City departments and public agencies; by fairly and consistently implementing City policies and regulations in the processing of development proposals; and by creating innovative, efficient solutions to community issues.

FUNCTIONAL AREAS:

DEVELOPMENT APPLICATION SERVICES

(Zoning Application Review, Building Permit/ Zoning Code Compliance Review, Public Inquiries Regarding Zoning and Development, CEQA Compliance)

ADVANCED PLANNING SERVICES

(General Plan and Zoning Code Amendments, Zoning Changes, Participation in Regional Housing, Transportation, Environmental, and Sustainability Planning Activities and Studies, Special Zoning Studies, Monitoring Development in Adjacent Jurisdictions)

**DEPARTMENT: COMMUNITY DEVELOPMENT****COUNTER SERVICES**

(Building Plan Check Intake, Building Permit Issuance, Plan Check Tracking, Permit Fee Estimation, Fire Prevention Submittals, Building Code Information, Over-The-Counter Plans Examination)

INSPECTION SERVICES

(Zoning Code Compliance, Building Code Inspections, Property Maintenance)

PLAN CHECK SERVICES

(Building Permit Reviews for ADA Compliance, Building, Mechanical, Plumbing, Fire, Electrical Codes, and Energy Codes)

BUDGETED STAFFING:

	Fiscal Year 2018-19	Fiscal Year 2019-20	Fiscal Year 2020-21
Full-time	6.00	6.00	6.00
Part-time	1.10	1.10	1.10
Total	7.10	7.10	7.10

UNIQUE WORK PROGRAMS:

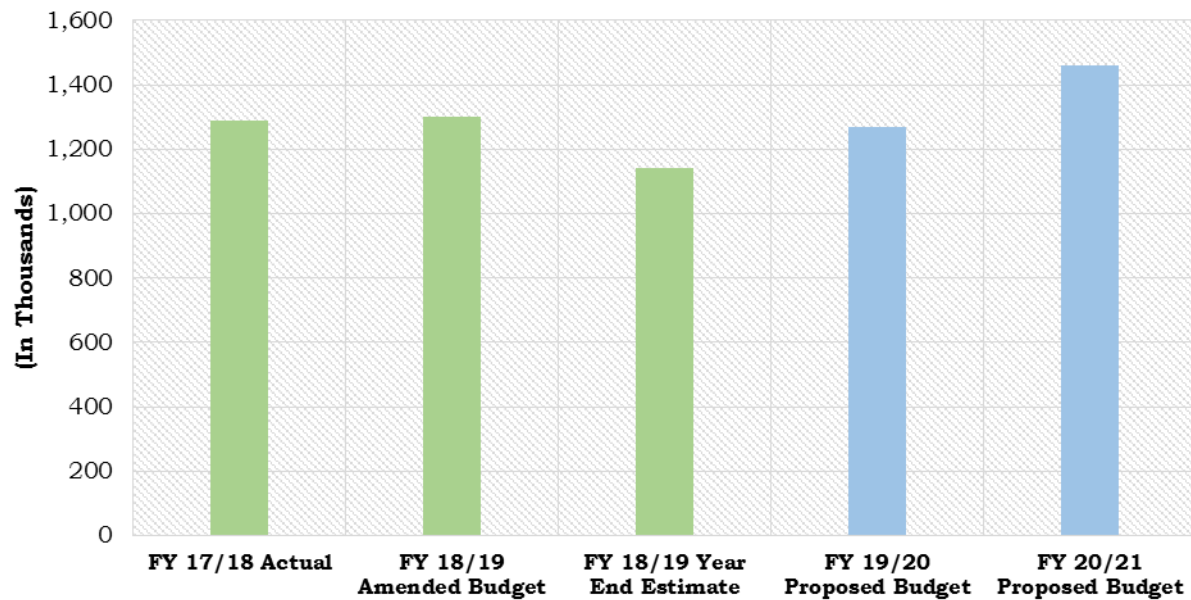
1. Support, process, and complete the entitlement processes for significant development projects as needed.
 - Five Lagunas.
 - Former Phillips Mazda Site.
2. Update City guidelines and standards that achieve required consistency with state law, or existing Zoning Code requirements, including the following:
 - Triennial Building Codes adoption
 - Hillside Development Guidelines
 - Revision of local CEQA Implementing Guidelines integrating the state requirement for “Vehicle Miles Traveled” analysis into the City’s environmental review procedures.
3. Monitor and participate in the Regional Housing Needs Assessment (RHNA) process in preparation for the Sixth Housing Element Cycle, and commence adoption of the Housing Element which is due to the state in 2021, including amendments to the General Plan for climate adaptation as required by SB 379 (2015).



DEPARTMENT: COMMUNITY DEVELOPMENT

4. Apply to the County of Orange to participate in the Urban County CDBG program and establish a City-wide housing rehabilitation program for CDBG program years FY 19/20 – FY 20/21.
5. Monitor and participate in activities that support federal and county efforts to complete the 2020 Census including review of census tract and census tract block group boundary changes and address matching, to ensure every Laguna Hills resident is counted.

DEPARTMENT EXPENDITURE GRAPH:



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CITY OF LAGUNA HILLS
BIENNIAL BUDGET
FISCAL YEAR 2019/20 - 2020/21

		DESCRIPTION			CODE NO.	
FUND:		General Fund			100	
DEPARTMENT:		Community Development			225	
		PRIOR YEAR'S ACTUAL FY 17/18	AMENDED BUDGET FY 18/19	YEAR END ESTIMATE FY 18/19	PROPOSED BUDGET	
					FY 19/20	FY 20/21
PERSONNEL						
510.000	SALARIES - FULL TIME	583,690	507,145	535,145	595,589	629,775
512.000	SALARIES - PART-TIME	128,015	133,014	51,314	52,340	53,910
518.000	AUTO ALLOWANCE	7,200	7,200	7,200	7,200	7,200
520.000	MEDICARE	9,807	9,387	8,335	9,499	10,018
521.000	RETIREMENT	101,877	100,279	81,374	85,290	85,701
530.000	HEALTH INSURANCE	109,756	128,887	94,171	100,875	104,582
530.200	GROUP LIFE	2,187	1,485	1,782	2,089	2,194
540.000	UNEMPLOYMENT	-	-	11,700	-	-
542.000	DISABILITY INSURANCE	4,362	3,957	3,380	3,921	4,097
	Sub-total	946,894	891,354	794,401	856,803	897,477
MAINTENANCE AND OPERATIONS						
610.000	MEMBERSHIPS AND DUES	2,890	2,675	2,560	2,700	2,700
611.000	TRAINING AND EDUCATION	4,282	7,700	2,800	7,800	6,300
613.000	MILEAGE REIMBURSEMENT	24	500	200	300	300
613.100	VEHICLE - FUEL	521	2,000	500	500	500
622.000	OPERATING SUPPLIES	1,051	1,500	750	1,500	1,500
623.000	PRINTING	695	1,000	500	1,000	1,000
626.000	SUBSCRIPTIONS & BOOKS	3,175	3,200	3,300	3,500	3,500
646.100	MAINTENANCE & REPAIR- VEHICLE	1,225	4,000	1,000	1,500	1,500
662.000	BANK & MERCHANT SERVICE FEES	1,423	1,200	1,200	1,200	1,200
	Sub-total	15,287	23,775	12,810	20,000	18,500
CONTRACTUAL SERVICES						
700.000	PROF SVCS - BLDG & SAFETY SVCS	324,671	375,200	309,000	374,000	374,000
700.200	GENERAL PLANNING SVCS.	-	10,000	24,500	20,000	20,000
700.225	HOUSING ELEMENT	-	-	-	-	150,000
720.050	HARDWARE & SOFTWARE SUPPORT	250	2,000	1,450	-	-
	Sub-total	324,921	387,200	334,950	394,000	544,000
TOTAL		1,287,101	1,302,329	1,142,161	1,270,803	1,459,977

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CITY OF LAGUNA HILLS

BIENNIAL BUDGET
FY 2019/20 – 2020/21

DEPARTMENT: PUBLIC SERVICES

DESCRIPTION:

The Public Services Department is composed of three divisions: Engineering, Public Works, and Parks.

The Engineering division provides management of the public right-of-way, traffic engineering, civil engineering, water quality administration and capital improvement administration. This division also provides staff support to the City's Traffic Commission, responds to resident concerns regarding traffic safety, monitors regional transportation impacts to the community, interfaces with adjacent communities, and monitors local traffic conditions.

The Public Works division provides maintenance services for all infrastructure in the public right-of-way. The maintenance services, with the exception of administration and maintenance inspection, are provided on a contract basis. The Public Works maintenance function includes pavement repairs, signage, striping, concrete work and street sweeping on the 95 centerline miles of the street system, monitoring of the storm drain system, repair of bicycle trails, and maintenance of 48 traffic signals throughout the City. The division responds to resident calls regarding maintenance issues, provides weekly inspection of the local street system, prepares task orders and oversees the implementation of scheduled maintenance work.

The Parks division performs maintenance inspection and administration of contracts for landscape maintenance of the City's 48 acres of local parks, 26 acres of sports parks, 152 acres of open space and slopes, 15 acres of median islands and parkways; graffiti removal; lighting maintenance; and a variety of repair services.

MISSION STATEMENT: Protect and preserve the public's use and ownership of public property and rights-of-way throughout the City.

Provide scheduled and preventive infrastructure maintenance services within public rights-of-way for the benefit of the community.

Provide, create, and maintain a high-quality park, trails and public landscape system that encourages the public's use of park facilities and open space areas, and adds to the overall aesthetic appearance and quality of life for the residents of the City.



CITY OF LAGUNA HILLS

BIENNIAL BUDGET - FY 2019/20 – 2020/21

DEPARTMENT: PUBLIC SERVICES

FUNCTIONAL AREAS:

STREET SYSTEM

(Life-Cycle management of the 95-mile street system)

TRAFFIC CONTROL SYSTEM

(Monitoring of 48 signalized intersections and maintenance of 8000 signs and 4,000 pavement markings)

FLOOD CONTROL/WATER QUALITY

(Maintenance of drainage facilities and administration of water quality compliance)

MANAGEMENT OF THE PUBLIC RIGHT-OF-WAY

(Encroachment Permits, Plan Checking, and Inspection)

TRAFFIC ENGINEERING AND TRAFFIC COMMISSION SUPPORT SERVICES

(Support of the Traffic Commission, Traffic Safety Evaluation, and Management of Traffic Control Devices)

CAPITAL IMPROVEMENT ADMINISTRATION

(Planning and Budgeting, Design, Construction Management, Inspection, and Grant Applications)

LANDSCAPE MAINTENANCE

(Parks, Parkways, Slopes, and Median Islands)

OPEN SPACE MAINTENANCE

(Undeveloped Areas and Trails and Weed Abatement)

URBAN FORESTRY

(Tree Inventory and Maintenance)

BUDGETED STAFFING:

	Fiscal Year 2018-19	Fiscal Year 2019-20	Fiscal Year 2020-21
Full-time	5.00	5.00	5.00
Part-time	0.00	0.00	0.00
Total	5.00	5.00	5.00



CITY OF LAGUNA HILLS

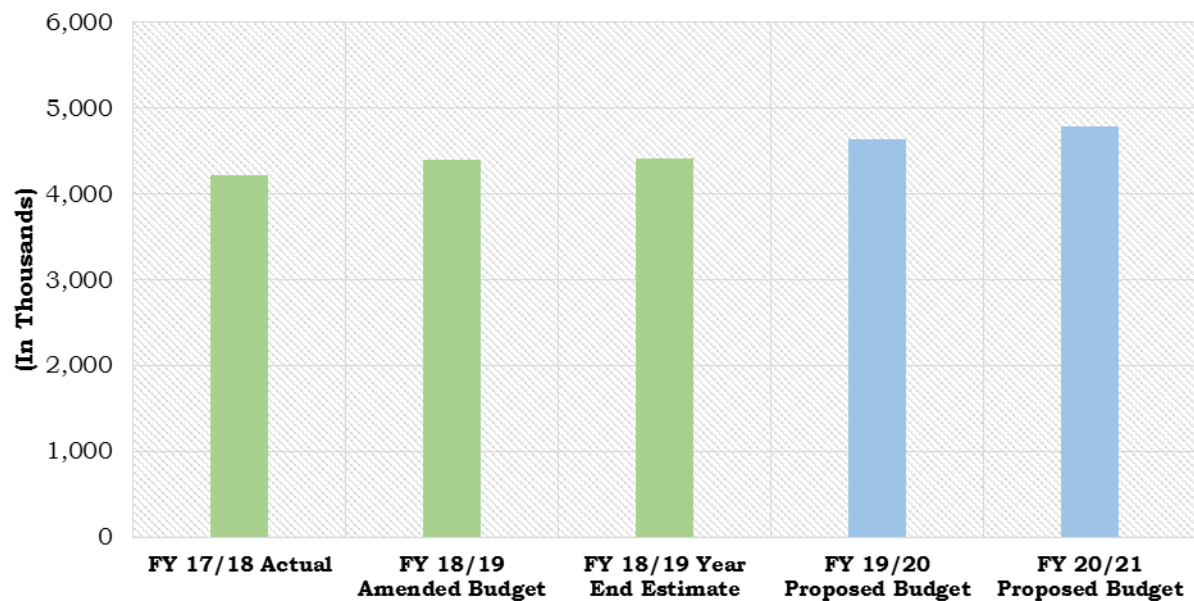
BIENNIAL BUDGET - FY 2019/20 – 2020/21

DEPARTMENT: PUBLIC SERVICES

UNIQUE WORK PROGRAMS:

1. Continue the update to, and addition of, data layers to the Geographic Information System.
2. Develop a prioritized five-year Parks and Recreation Facilities Improvement Plan.
3. Implementation of Street Furniture Donation Program.
4. Seek grant funds for infrastructure improvements.

DEPARTMENT EXPENDITURE GRAPH:



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CITY OF LAGUNA HILLS
BIENNIAL BUDGET
FISCAL YEAR 2019/20 - 2020/21

		DESCRIPTION			CODE NO.	
FUND:		General Fund			100	
DEPARTMENT:		Public Services			355	
		PRIOR YEAR'S ACTUAL FY 17/18	AMENDED BUDGET FY 18/19	YEAR END ESTIMATE FY 18/19	PROPOSED BUDGET	
					FY 19/20	FY 20/21
PERSONNEL						
510.000	SALARIES - FULL TIME	599,267	620,155	642,876	641,249	697,243
518.000	AUTO ALLOWANCE	7,800	7,800	7,800	7,800	7,800
520.000	MEDICARE	8,337	9,104	9,435	9,412	13,226
521.000	RETIREMENT	106,560	104,056	106,984	87,614	94,543
530.000	HEALTH INSURANCE	74,214	80,512	78,936	81,085	84,043
530.200	GROUP LIFE	2,007	1,531	2,171	2,201	2,270
542.000	DISABILITY INSURANCE	4,300	3,846	4,106	3,913	3,989
	Sub-total	802,485	827,004	852,308	833,274	903,114
MAINTENANCE AND OPERATIONS						
610.000	MEMBERSHIPS AND DUES	1,890	2,200	2,200	2,200	2,300
611.000	TRAINING AND EDUCATION	8,177	7,500	9,800	9,500	10,000
613.000	MILEAGE REIMBURSEMENT		100	100	100	100
613.100	VEHICLE - FUEL	6,167	7,000	6,000	6,000	6,200
622.000	OPERATING SUPPLIES	11,990	12,000	12,000	12,000	12,500
623.000	PRINTING	6,467	1,000	3,000	3,000	3,000
626.000	SUBSCRIPTIONS & BOOKS		250	545	600	600
630.000	TELEPHONE & COMMUNICATION	262	500	300	500	500
631.000	UTILITIES - ELECTRIC	110,681	115,000	110,000	115,000	120,000
631.400	ELECTRIC - ST. LIGHTS/SIGNALS	432,977	441,000	400,000	415,000	430,000
631.900	UTILITIES ELECTRIC/OnBillFinancing	33,396		92,000	92,000	92,000
635.000	UTILITIES - WATER	389,429	358,000	325,000	360,000	368,000
640.000	RENT/LEASE - FACILITY	6,036	6,200	6,100	6,300	6,500
646.100	MAINTENANCE & REPAIR- VEHICLE	5,926	3,200	3,000	3,000	3,200
	Sub-total	1,013,396	953,950	970,045	1,025,200	1,054,900
CONTRACTUAL SERVICES						
700.000	PROFESSIONAL SERVICES	34,444	16,000	14,000	15,000	16,000
700.090	COMPUTER CONSULTING SERVICES	-	35,000	-	-	-
700.100	CITY ENGINEER	41,242	25,000	20,000	30,000	35,000
700.101	TRAFFIC ENGINEER	47,098	45,000	50,000	45,000	45,000
700.250	ON-CALL ENGINEER	650	-	-	5,000	5,000
700.255	IMPROVEMENT INSPECTION	57,353	100,000	130,000	140,000	150,000
700.631	PROF SVCS UTILITY COST MGMT	292		500	500	500
720.400	STREET MAINTENANCE	520,050	550,000	565,000	582,000	595,000
720.410	STREET SWEEPING	125,726	135,000	135,000	138,000	141,000
720.420	TRAFFIC SIGNAL MAINTENANCE	164,521	133,000	150,000	152,000	154,000
720.500	GRAFFITI REMOVAL	11,276	18,000	25,000	30,000	32,000
720.700	LANDSCAPE MAINTENANCE	1,021,081	1,110,000	1,100,000	1,146,000	1,142,000
720.701	PARKS CONTRACT REPAIR	65,952	75,000	80,000	100,000	110,000
720.702	TREE MAINTENANCE	273,498	280,000	280,000	350,000	358,000
720.730	ANNUAL WEED ABATEMENT PRORAM	45,178	46,000	46,000	50,000	51,000
	Sub-total	2,408,362	2,568,000	2,595,500	2,783,500	2,834,500

**CITY OF LAGUNA HILLS
BIENNIAL BUDGET
FISCAL YEAR 2019/20 - 2020/21**

		DESCRIPTION			CODE NO.	
FUND:		General Fund			100	
DEPARTMENT:		Public Services			355	
		PRIOR YEAR'S ACTUAL FY 17/18	AMENDED BUDGET FY 18/19	YEAR END ESTIMATE FY 18/19	PROPOSED BUDGET	
					FY 19/20	FY 20/21
CAPITAL OUTLAY						
900.000	VEHICLES	-	35,000	-	-	-
910.000	EQUIPMENT & MACHINERY	-	17,000	-	20,000	-
Sub-total		-	52,000	-	20,000	-
TOTAL		4,224,243	4,400,954	4,417,853	4,661,974	4,792,514



CITY OF LAGUNA HILLS

BIENNIAL BUDGET

FY 2019/20 – 2020/21

5.1.a

DEPARTMENT: COMMUNITY SERVICES

DESCRIPTION:

Community Services programs are a valuable service that the City provides to enhance the quality of life for its citizens. Laguna Hills strives to offer superior recreation programs for all ages. The Community Services Department provides recreation classes, special events, excursions, camps, athletic programs, and disability services in response to the demands of the community. The Community Services Department is also responsible for administering the City's franchise agreement for solid waste and recycling services and animal services.

MISSION STATEMENT: Provide quality recreation programming that promotes a healthy lifestyle, self-esteem, family life, community spirit, and public welfare.

FUNCTIONAL AREAS:

SPECIAL EVENTS

(Fourth of July, Memorial Day Race, and Seasonal Celebrations)

EARLY CHILDHOOD AND CHILDREN'S PROGRAMS

(Pre-school, Sports and Athletics, Cooking, Music, Art and Science Classes, Theatre and Camp Programs)

TEEN PROGRAMS

(Personal Development and Physical Fitness Classes, Special Events, and Volunteer Opportunities)

ADULT PROGRAMS

(Sports Leagues, Physical Fitness, and Personal Development Classes)

DISABILITY SERVICES

(Circle of Friends Program, Dances, Classes, and Special Events)

SENIOR PROGRAMS

(Physical Fitness and Personal Development Classes, and Senior Dial-a-Taxi Service)

HISTORICAL INFORMATION

(City Monument Site, Fossil Display, Classes, Special Events, and Walking Tour)

SOLID WASTE FRANCHISE ADMINISTRATION

(Solid Waste, Recycling Programs)



CITY OF LAGUNA HILLS

BIENNIAL BUDGET - FY 2019/20 – 2020/21

DEPARTMENT: COMMUNITY SERVICES

ANIMAL SERVICES ADMINISTRATION

(Animal Services Contract Administration)

HOMELESSNESS SERVICES

(Homelessness Services Contract Administration)

HISTORICAL INFORMATION

(City Monument Site, Fossil Display, and Classes)

BUDGETED STAFFING:

	Fiscal Year 2018-19	Fiscal Year 2019-20	Fiscal Year 2020-21
Full-time	6.00	6.00	6.00
Part-time	8.50	8.50	8.50
Total	14.50	14.50	14.50

UNIQUE WORK PROGRAMS:

1. Offer an additional Volunteer Connection Day each year for teens to plant flowers and other vegetation in an effort to beautify the City and also for teens to acquire volunteer hours for school.
2. Improve the registration process for recreation classes and facility reservations to reduce paper generation, enhance customer services, and to save staff time in processing.
3. Negotiate an amendment to the solid waste and recycling franchise agreement with CR&R to address new state requirements per Senate Bill ("SB") 1383 such as a residential organics waste recycling program and the appropriate processing of both commercial and residential organic waste by CR&R.
4. Introduce new ordinances and regulations to address the requirements of SB 1383 organic waste recycling.
5. Update Chapter 5-23 (Solid Waste) of the Laguna Hills Municipal Code.

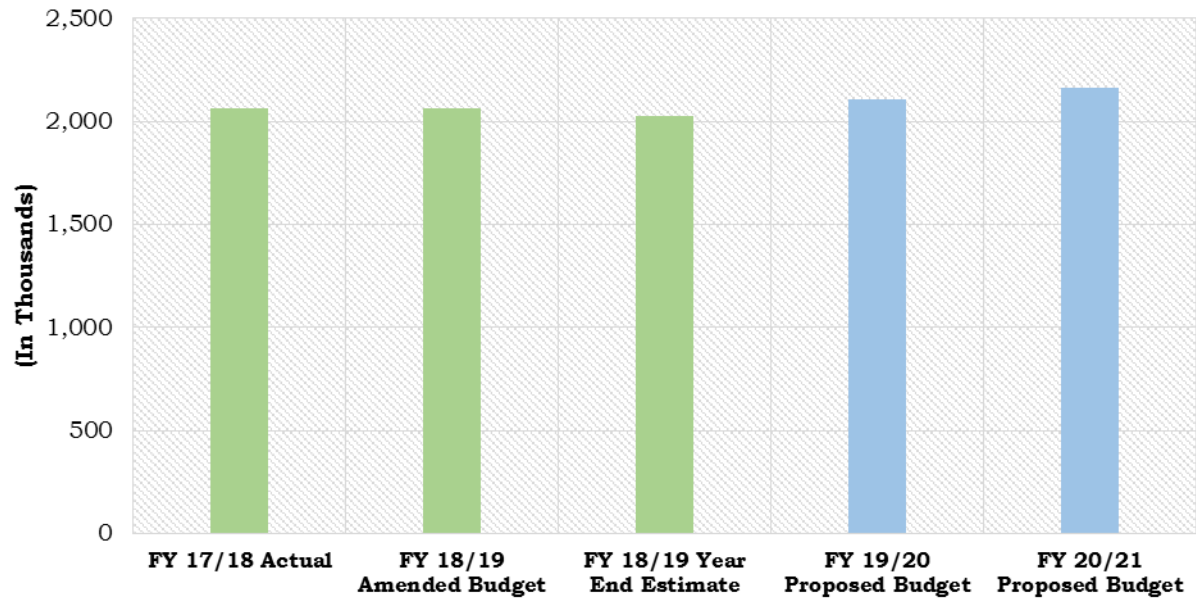
DEPARTMENT EXPENDITURE GRAPH:



CITY OF LAGUNA HILLS

BIENNIAL BUDGET - FY 2019/20 – 2020/21

DEPARTMENT: COMMUNITY SERVICES



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CITY OF LAGUNA HILLS
BIENNIAL BUDGET
FISCAL YEAR 2019/20 - 2020/21

		DESCRIPTION			CODE NO.	
FUND:		General Fund			100	
DEPARTMENT:		Community Services			310	
		PRIOR YEAR'S ACTUAL FY 17/18	AMENDED BUDGET FY 18/19	YEAR END ESTIMATE FY 18/19	PROPOSED BUDGET	
					FY 19/20	FY 20/21
PERSONNEL						
510.000	SALARIES - FULL TIME	518,794	533,113	513,212	579,854	597,250
512.000	SALARIES - PART-TIME	313,402	320,057	265,875	264,032	286,000
518.000	AUTO ALLOWANCE	-	-	7,200	7,200	7,200
520.000	MEDICARE	12,309	12,371	11,651	12,646	10,223
521.000	RETIREMENT	138,042	140,642	125,613	129,531	148,915
530.000	HEALTH INSURANCE	109,651	123,132	115,553	135,711	140,717
530.200	GROUP LIFE	2,108	1,477	1,898	2,148	2,193
540.000	UNEMPLOYMENT	-	-	11,893	-	-
542.000	DISABILITY INSURANCE	4,173	3,862	3,443	3,947	4,023
	Sub-total	1,098,478	1,134,654	1,056,338	1,135,069	1,196,521
MAINTENANCE AND OPERATIONS						
610.000	MEMBERSHIPS AND DUES	1,336	1,363	1,370	1,360	1,360
611.000	TRAINING AND EDUCATION	3,440	6,000	4,300	6,000	6,000
611.500	CERTIFICATION FEES	964	496	915	520	520
613.000	MILEAGE REIMBURSEMENT	270	400	222	400	400
613.100	VEHICLE - FUEL	2,600	3,000	3,224	3,000	3,000
620.500	OFFICE SUPPLIES - COMM CENTER	6,059	7,000	4,967	5,500	5,500
622.005	OPERATING SUPPLIES - COMM CENTER	4,418	3,000	3,631	3,000	3,000
622.100	OPER. SUPPLIES - UNIFORMS	627	2,500	1,525	2,500	2,500
622.500	SUPPLIES - PROG. SERVICES	4,030	6,000	4,394	6,000	6,000
622.501	SUPPLIES - YOUTH LEAGUES	4,170	4,500	4,195	4,000	4,000
622.502	SUPPLIES - ADULT LEAGUES	9,247	9,000	8,000	7,750	7,750
623.500	PRINTING - PROG. SERVICES	-	1,000	-	500	500
624.500	ADVERTISING - PROG. SVCS.	306	3,000	477	1,500	1,500
626.000	SUBSCRIPTIONS & BOOKS	684	600	911	600	600
630.100	T & C - COMM. CNTR.	5,949	4,156	4,156	4,156	4,156
631.100	UTILITIES - ELECTRIC - COMM CNTR	100,151	93,000	90,000	93,000	93,000
632.500	UTILITIES - GAS - COMM CNTR	826	1,500	1,292	1,500	1,500
635.100	UTILITIES - WATER COMM CNTR	6,077	9,000	6,761	9,000	9,000
641.000	RENT/LEASE - EQUIPMENT	1,162	1,100	1,100	1,100	1,100
641.100	RENT/LEASE - VEHICLE	-	750	-	750	750
645.500	MAINTENANCE & REPAIR-COMM CNTR	74,469	80,000	107,540	80,000	80,000
646.500	MAINTENANCE & REPAIR- EQPT/M-CC	20	4,000	1,302	4,000	4,000
646.100	MAINTENANCE & REPAIR- VEHICLE	5,478	5,000	7,408	5,000	5,000
662.000	BANK & MERCHANT SERVICE FEES	14,500	10,933	14,425	15,534	15,534
690.500	INSURANCE - PROGRAM SVCS	4,011	2,682	2,682	2,700	2,700
695.000	COMM. EVENTS/PUBLIC RELATIONS	1,879	-	-	-	-
695.500	HOLIDAY EVENTS	54,804	60,750	48,650	107,250	107,250
695.501	DAY CAMPS	16,352	17,900	18,425	17,900	17,900
695.502	M & O - DISABILITY SERVICES	3,950	4,553	4,553	4,553	4,553
695.504	M & O - HISTORICAL PROG.	37	500	-	500	500
695.505	M & O - EXCURSIONS	449	1,000	765	1,000	1,000
695.506	TEEN PROGRAMS	15,524	15,477	10,636	15,477	15,477
695.507	MARATHON 5K	194,479	184,000	194,000	194,000	194,000
695.508	JULY FOURTH CELEBRATION	53,275	58,450	56,045	58,450	58,450
	Sub-total	591,543	602,610	607,871	658,500	658,500

CITY OF LAGUNA HILLS
BIENNIAL BUDGET
FISCAL YEAR 2019/20 - 2020/21

		DESCRIPTION			CODE NO.	
FUND:		General Fund			100	
DEPARTMENT:		Community Services			310	
		PRIOR YEAR'S ACTUAL FY 17/18	AMENDED BUDGET FY 18/19	YEAR END ESTIMATE FY 18/19	PROPOSED BUDGET	
					FY 19/20	FY 20/21
CONTRACTUAL SERVICES						
700.000	PROFESSIONAL SERVICES	-	3,500	3,500	2,500	2,500
720.301	CONTRACT SVCS - PROPERTY MGMT	42,250	42,000	42,000	42,000	42,000
720.302	CONTRACT SVCS - HOMELESSNESS	-	-	-	15,564	15,564
720.303	CONTRACT SVCS - OCTAP	-	-	2,284	2,347	1,670
721.500	CONTRACT SVCS - REC PROGRAMS	181,548	130,000	163,844	140,000	140,000
721.505	JANITORIAL SERVICES	146,063	146,332	146,332	148,600	148,600
	Sub-total	369,861	321,832	357,960	351,011	350,334
CAPITAL OUTLAY						
910.500	EQUIPMENT & MACHINERY	-	1,500	3,208	1,500	1,500
930.500	FURNITURE	6,914	3,500	1,837	10,200	6,000
	Sub-total	6,914	5,000	5,045	11,700	7,500
	TOTAL	2,066,796	2,064,096	2,027,214	2,156,280	2,212,855



CITY OF LAGUNA HILLS

BIENNIAL BUDGET

FY 2019/20 – 2020/21

DEPARTMENT: PUBLIC SAFETY

DESCRIPTION:

The Public Safety Department includes Police Services, Animal Control, and Emergency Management functions. The Police Services division accounts for the law enforcement contract with the Orange County Sheriff's Department and provides a full-time equivalent police department. Their responsibilities include: protection of citizens, enforcement of laws, and crime prevention education.

Animal Control Services are provided under contract with the City of Mission Viejo. The purpose of this division is to provide pet care, pet recovery, and pet education/training for residents.

The Emergency Management function is responsible for preparing and maintaining an emergency operations plan. This division is also responsible for maintaining the readiness of City staff and promoting an enhanced citywide understanding of emergency preparedness.

MISSION STATEMENT: Our mission is to provide responsive, professional, and caring law enforcement services to all people in the City of Laguna Hills.

FUNCTIONAL AREAS:

GENERAL LAW ENFORCEMENT

(Respond to Calls for Service, Preventive Patrol, Follow-up General and Specialized Investigation, and Apprehension of Criminal Offenders)

TRAFFIC SAFETY

(Traffic Enforcement, Traffic Safety, DUI Suppression, and Collision Investigation)

PARKING SERVICES

(Parking Enforcement, Citation Processing, Citation Adjudication, and Abandoned Vehicle Abatement)

YOUTH SERVICES

(Drug Education, Teen Safety Programs, Bicycle and Pedestrian Safety Programs, and Explorer Program)

SPECIAL SERVICES

(SWAT, VICE, Hazardous Device Section, Tactical Apprehension Team, Crisis Negotiations Team, Canine Enforcement, Narcotics Enforcement, Direct Enforcement Team, Homeless Outreach Team, School Resource Officer, School Mobile Assessment Response Team, Air Bureau Enhanced Helicopter Support, Gang Suppression, Mounted Patrol, Search and Rescue, and Reserve Bureau)



CITY OF LAGUNA HILLS

BIENNIAL BUDGET - FY 2019/20 – 2020/21

DEPARTMENT: PUBLIC SAFETY

ANIMAL SERVICES

(Pet Adoption and Related Owner Services, Animal Care, Pet Recovery, Response to Calls for Service, Animal Population Control, Disease Prevention, Mobile Pet Adoption Services, and Local Vaccination Clinics)

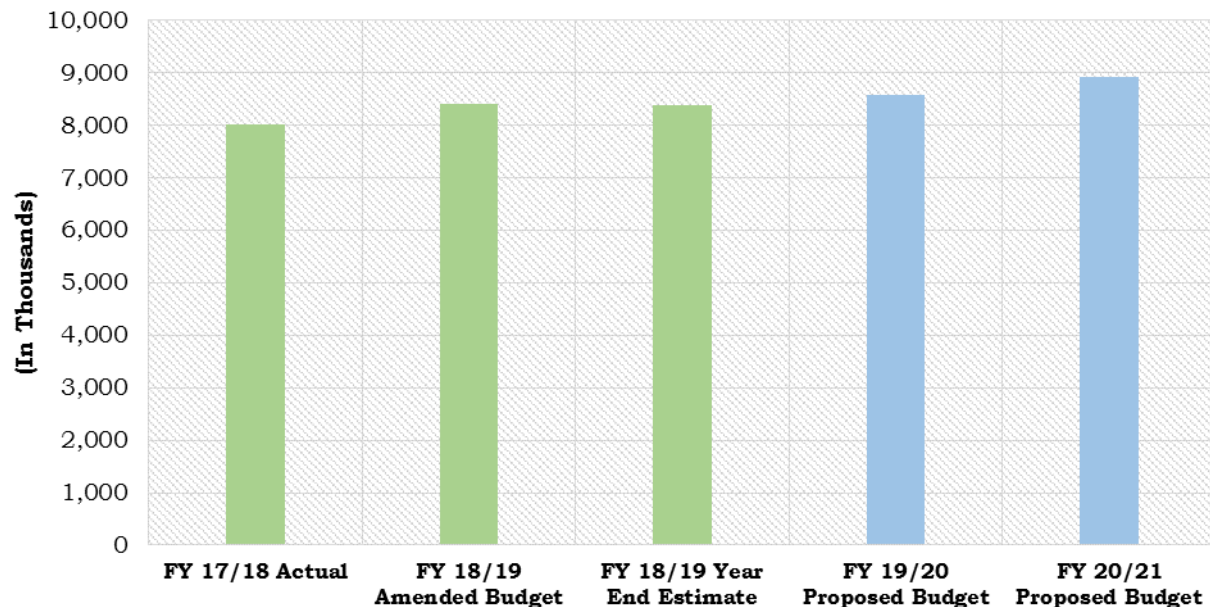
EMERGENCY MANAGEMENT SERVICES

(Planning, Training, Response, Recovery, and Mutual Aid Assistance)

UNIQUE WORK PROGRAMS:

1. Conduct a feasibility study regarding the installation of fixed Automated License Plate Readers (ALPRs) along the I-5 Freeway corridor at all intersection leading to and from the city.
2. Implement a public access Prescription Drug Disposal Program, facilitated at City Hall during normal business hours on a continuous basis.
3. Participate in “National Take Back Day” in partnership with the Drug Enforcement Administration (DEA) to provide outreach and education to City residents regarding the proper disposal of unused prescription medications.
4. Coordinate and host a “National Night Out” event that educates citizens on public safety resources available within the County.

DEPARTMENT EXPENDITURE GRAPH:



CITY OF LAGUNA HILLS
BIENNIAL BUDGET
FISCAL YEAR 2019/20 - 2020/21

		DESCRIPTION			CODE NO.	
FUND:		General Fund			100	
DEPARTMENT:		Public Safety			420	
		PRIOR YEAR'S ACTUAL FY 17/18	AMENDED BUDGET FY 18/19	YEAR END ESTIMATE FY 18/19	PROPOSED BUDGET	
					FY 19/20	FY 20/21
MAINTENANCE AND OPERATIONS						
610.000	MEMBERSHIPS AND DUES	150	300	190	190	190
611.000	TRAINING AND EDUCATION	1,195	500	2,961	3,000	3,000
613.100	VEHICLE - FUEL	2,636	3,000	1,732	1,500	-
622.000	OPERATING SUPPLIES	13,341	7,000	8,750	7,000	7,000
622.400	OPERATING SUPPLIES - EMERGENCY	-	-	2,850	1,500	1,500
646.000	MAINTENANCE & REPAIR- EQUIP/MACH	18,225	16,000	16,920	16,000	16,000
646.100	MAINTENANCE & REPAIR- VEHICLE	13,233	15,000	7,492	5,000	-
695.000	COMM. EVENTS/PUBLIC RELATIONS	1,416	3,500	8,139	10,000	10,000
	Sub-total	50,196	45,300	49,034	44,190	37,690
CONTRACTUAL SERVICES						
720.401	ANIMAL CONTROL & SHELTER SERVICES	194,008	188,500	183,000	208,100	224,000
720.800	GENERAL LAW ENFORCEMENT	7,583,806	8,044,036	8,020,723	8,172,045	8,498,927
720.821	TRAUMA INTERVENTION PROGRAM	4,491	4,600	4,600	4,600	4,600
720.822	CROSSING GUARD SERVICES	77,703	79,920	83,549	89,380	95,213
720.823	PARKING CITATION PROCESSING	36,744	30,000	30,000	30,000	30,000
720.835	FINGERPRINT IDENTIFICATION SVCS	17,163	17,615	15,266	18,032	18,032
	Sub-total	7,913,915	8,364,671	8,337,138	8,522,157	8,870,772
CAPITAL OUTLAY						
910.000	EQUIPMENT & MACHINERY	61,272	-	5,156	-	-
930.000	FURNITURE		2,000	3,500	2,000	2,000
	Sub-total	61,272	2,000	8,656	2,000	2,000
	TOTAL	8,025,383	8,411,971	8,394,828	8,568,347	8,910,462

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Capital Improvement Program

**CITY OF LAGUNA HILLS
SIX YEAR CAPITAL IMPROVEMENT PROGRAM
PROJECT SUMMARY**

PROJECT No.	PROJECT		TOTAL COST	FISCAL YEAR 2019/20	FISCAL YEAR 2020/21	FISCAL YEAR 2021/22	FISCAL YEAR 2022/23	FISCAL YEAR 2023/24	FISCAL YEAR 2024/25	FUTURE
STREET, SIGNALS AND LIGHTING										
101	Annual Street Maintenance	IV- 9	\$ 7,875,336	\$ 2,375,336	\$ -	\$ 2,700,000	\$ -	\$ 2,800,000	\$ -	\$ -
112	Traffic Signals	IV- 11	300,000	-	-	-	-	-	-	300,000
139	Cabot Widening - La Paz to Paseo de Valencia	IV- 13	3,250,000	-	-	-	-	-	-	3,250,000
145	Paseo de Valencia Widening	IV- 15	8,500,000	-	-	-	-	-	-	8,500,000
168	Traffic Signal Improvements/Coordination Projects	IV- 17	300,000	50,000	-	50,000	-	50,000	-	150,000
170	Access Ramp Construction - Citywide	IV- 19	4,300,000	-	-	-	-	-	-	4,300,000
178	South Moulton Pavement Rehabilitation (VIA Lomas to SCL)	IV- 21	1,975,000	-	-	-	-	-	-	1,975,000
181	Oso Parkway Pavement Rehabilitation (Cabot to WCL)	IV- 23	1,975,000	-	-	-	-	-	-	1,975,000
182	Lake Forest Drive Pavement Rehabilitation (ECL to WCL)	IV- 25	1,975,000	-	-	-	-	-	-	1,975,000
183	Avenida Carlota Pavement Rehabilitation (El Toro Rd to Los Alisos Blvd)	IV- 27	1,025,000	-	-	-	-	-	-	1,025,000
184	La Paz Road Widening (McIntyre to Cabot)	IV- 29	2,275,000	-	100,000	-	-	-	-	2,175,000
185	Replacement of Illuminated Street Name Signs at all Traffic Signal Locations	IV- 31	400,000	-	-	-	-	-	-	400,000
188	Ridge Route Pavement Rehabilitation - Moulton Parkway to Santa Vittoria	IV- 33	650,000	-	-	-	-	-	-	650,000
190	Alicia Parkway Pavement Rehabilitation	IV- 35	250,000	250,000	-	-	-	-	-	-
	Sub-Total		\$ 35,050,336	\$ 2,675,336	\$ 100,000	\$ 2,750,000	\$ -	\$ 2,850,000	\$ -	\$ 26,675,000

**CITY OF LAGUNA HILLS
SIX YEAR CAPITAL IMPROVEMENT PROGRAM
PROJECT SUMMARY**

PROJECT No.	PROJECT		TOTAL COST	FISCAL YEAR 2019/20	FISCAL YEAR 2020/21	FISCAL YEAR 2021/22	FISCAL YEAR 2022/23	FISCAL YEAR 2023/24	FISCAL YEAR 2024/25	FUTURE
STREETSCAPE										
301	Alicia Parkway Median Islands Landscape Rehabilitation	IV- 38	\$ 975,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	975,000
305	La Paz Median Islands	IV- 40	3,625,000	-	-	-	-	-	-	3,625,000
307	Entry Monuments	IV- 42	750,000	-	-	-	-	-	-	750,000
312	Paseo de Valencia Median Island Rehabilitation	IV- 44	3,450,000	-	-	-	-	-	-	3,450,000
314	Paseo de Valencia Median Islands	IV- 46	2,150,000	-	-	-	-	-	-	2,150,000
315	Rehabilitation of Oso Median Islands	IV- 48	2,750,000	-	-	-	-	-	-	2,750,000
322	Rehabilitation of Moulton Median Island	IV- 50	2,200,000	-	-	-	-	-	-	2,200,000
323	Rehabilitation of Laguna Hills Drive Median Island	IV- 52	875,000	-	-	-	-	-	-	875,000
324	Rehabilitation of La Paz Median Island	IV- 54	1,075,000	-	-	-	-	-	-	1,075,000
325	Ridge Route Median Islands - Santa Vittoria to Moulton Pkwy	IV- 56	2,150,000	-	-	-	-	-	-	2,150,000
326	Laguna Hills Drive Median Islands and North Parkway	IV- 58	685,000	-	-	-	-	-	-	685,000
330	Alicia Pkwy & Paseo de Valencia Street Tree Program	IV- 60	690,000	-	-	-	-	-	-	690,000
331	Synthetic Landscape Turf Median Islands	IV- 62	1,075,000	-	-	-	-	-	-	1,075,000
333	Ridge Route Medians - Moulton Pkwy to Avenida de la Carlota	IV- 64	2,400,000	-	-	-	-	-	-	2,400,000
334	Aliso Hills Drive North Down Slope	IV- 66	975,000	-	-	-	-	-	-	975,000
335	La Paz Road South Side Slope Renovation	IV- 68	5,225,000	-	-	-	-	-	-	5,225,000
336	Palermo and Taranto Slope Renovation	IV- 70	275,000	-	-	-	-	-	-	275,000
337	San Remo Drive Slope Renovation	IV- 72	755,000	-	-	-	-	-	-	755,000
338	Paseo De Valencia East and West Parkway Renovation	IV- 74	810,000	-	-	-	-	-	-	810,000
339	Paseo de Valencia Southwest Parkway Renovation	IV- 76	625,000	-	-	-	-	-	-	625,000
	Sub-Total		\$ 33,515,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	33,515,000

**CITY OF LAGUNA HILLS
SIX YEAR CAPITAL IMPROVEMENT PROGRAM
PROJECT SUMMARY**

PROJECT No.	PROJECT		TOTAL COST	FISCAL YEAR 2019/20	FISCAL YEAR 2020/21	FISCAL YEAR 2021/22	FISCAL YEAR 2022/23	FISCAL YEAR 2023/24	FISCAL YEAR 2024/25	FUTURE
FLOOD CONTROL & WATER QUALITY										
403	Storm Drain/Slope Repairs	IV- 79	\$ 150,000	\$ 50,000	\$ -	\$ 50,000	\$ -	\$ 50,000	\$ -	\$ -
406	F23 Canada Channel (Veeh Park)	IV- 81	750,000	-	-	-	-	-	-	750,000
407	Aliso Creek Watershed	IV- 83	500,000	-	-	-	-	-	-	500,000
410	NPDES / Water Quality Program	IV- 85	1,200,000	200,000	200,000	200,000	200,000	200,000	200,000	
411	Largo Storm Drain Improvements (secondary outlet)	IV- 87	400,000	-	-	-	-	-	-	400,000
412	Water Quality (2) Improvements	IV- 89	750,000	250,000	-	250,000	-	250,000	-	
413	Oso Parkway Wetlands	IV- 91	500,000	-	-	-	-	-	-	500,000
	Sub-Total		\$ 4,250,000	\$ 500,000	\$ 200,000	\$ 500,000	\$ 200,000	\$ 500,000	\$ 200,000	\$ 2,150,000
PARKS										
234	Aliso Hills Park	IV- 94	\$ 2,900,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	2,900,000
237	Park Refurbishment Project	IV- 96	240,000	-	240,000	-	-	-	-	
238	Community Center and Sports Complex Field Renovations	IV- 98	675,000	-	200,000	-	225,000	-	250,000	
241	General Park Renovations	IV- 100	750,000	250,000	-	250,000	-	250,000	-	
	Sub-Total		\$ 4,565,000	\$ 250,000	\$ 440,000	\$ 250,000	\$ 225,000	\$ 250,000	\$ 250,000	\$ 2,900,000
PUBLIC FACILITIES										
505	Civic Center Renovations	IV- 103	\$ 50,000	\$ 50,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
506	Skate Facility Enhancements	IV- 105	325,000	-	-	-	-	-	-	325,000
508	Equipment & Supply Storage Building	IV- 107	575,000	-	-	-	-	-	-	575,000
510	Public Art Program - Civic Center	IV- 109	200,000	-	-	-	-	-	-	200,000
513	Community Center Renovation	IV- 111	635,000	420,000	60,000	80,000	50,000	25,000	-	
514	Sports Complex Renovations	IV- 113	305,000	125,000	25,000	-	30,000	125,000	-	
515	Community Center and Sports Complex Energy Efficient Field Lights	IV- 115	300,000	-	-	-	-	-	-	300,000
	Sub-Total		\$ 2,340,000	\$ 595,000	\$ 85,000	\$ 80,000	\$ 80,000	\$ 150,000	\$ -	\$ 1,400,000

**CITY OF LAGUNA HILLS
SIX YEAR CAPITAL IMPROVEMENT PROGRAM
PROJECT SUMMARY**

PROJECT No.	PROJECT	TOTAL COST	FISCAL YEAR 2019/20	FISCAL YEAR 2020/21	FISCAL YEAR 2021/22	FISCAL YEAR 2022/23	FISCAL YEAR 2023/24	FISCAL YEAR 2024/25	FUTURE
TRAILS AND OPEN SPACE									
601	Trails Master Plan - Other Projects IV- 118	\$ 2,875,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,875,000
606	Trail Head Plazas IV- 120	1,175,000	-	-	-	-	-	-	1,175,000
607	Aliso Hills Channel Pedestrian Crossing JO5PO3 IV- 122	450,000	-	-	-	-	-	-	450,000
608	Multi-use Trail - Alicia to La Paz IV- 124	4,175,000	-	-	-	-	-	-	4,175,000
609	Multi-use Trail - Community Center to Indian Hill IV- 126	875,000	-	-	-	-	-	-	875,000
610	Loop Trails in Alicia Open Space IV- 128	425,000	-	-	-	-	-	-	425,000
611	La Paz Multi-use Trail - Alameda to Paseo de Valencia IV- 130	8,850,000	-	-	-	-	-	-	8,850,000
612	Alicia Pedestrian Bridge at Trail IV- 132	1,225,000	-	-	-	-	-	-	1,225,000
613	Trail along SJHTC IV- 134	375,000	-	-	-	-	-	-	375,000
614	Alicia Open Space Landscaping IV- 136	16,375,000	-	-	-	-	-	-	16,375,000
615	La Paz Open Space Riparian Habitat- Alameda to Paseo de Valencia IV- 138	12,300,000	-	-	-	-	-	-	12,300,000
616	Aliso Hills Area Open Space IV- 140	4,625,000	-	-	-	-	-	-	4,625,000
617	Oso Parkway Open Space Landscape IV- 142	8,375,000	-	-	-	-	-	-	8,375,000
618	Ridge Route Open Space IV- 144	850,000	-	-	-	-	-	-	850,000
619	Slope Renovation South of Aliso Creek IV- 146	900,000	-	-	-	-	-	-	900,000
620	Miscellaneous Landscape Renovations - Various Areas IV- 148	1,750,000	-	-	-	-	-	-	1,750,000
621	Recycled Water Conversions IV- 150	1,000,000	-	-	-	-	-	-	1,000,000
	Sub-Total	\$ 66,600,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 66,600,000
	Grand Total	\$ 146,370,336	\$ 4,020,336	\$ 825,000	\$ 3,580,000	\$ 505,000	\$ 3,750,000	\$ 450,000	\$ 133,240,000

CITY OF LAGUNA HILLS
SIX YEAR CAPITAL IMPROVEMENT PROGRAM

FUNDING SOURCES

FUNDING SOURCE	FISCAL YEAR 2019/20	FISCAL YEAR 2020/21	FISCAL YEAR 2021/22	FISCAL YEAR 2022/23	FISCAL YEAR 2023/24	FISCAL YEAR 2024/25	FUTURE	TOTAL
General Fund	\$ 775,000	\$ 440,000	\$ 300,000	\$ 425,000	\$ 300,000	\$ 450,000	\$ -	\$ 2,690,000
Capital Reserve Funds	300,000	85,000	380,000	80,000	450,000	-	-	1,295,000
Gas Tax	1,594,158	-	1,500,000	-	1,450,000	-	-	4,544,158
SB1 RMRA	1,031,178	-	1,200,000	-	1,350,000	-	-	3,581,178
Measure M2 - Competitive	200,000	-	200,000	-	200,000	-	-	600,000
CARITS	-	100,000	-	-	-	-	-	100,000
AB 2766	50,000	-	-	-	-	-	-	50,000
CDBG PFI	70,000	-	-	-	-	-	-	70,000
Proposition 68	-	200,000	-	-	-	-	-	200,000
Unfunded	-	-	-	-	-	-	133,240,000	133,240,000
GRAND TOTAL	\$ 4,020,336	\$ 825,000	\$ 3,580,000	\$ 505,000	\$ 3,750,000	\$ 450,000	\$ 133,240,000	\$ 146,370,336

**CITY OF LAGUNA HILLS
YEAR FISCAL 2019/20
SOURCES OF FUNDS
CAPITAL PROGRAM**

PROJECT NO.	PROJECT	FISCAL YEAR 2019/20	GENERAL FUND	GAS TAX	MEAS M COMPETITIVE	SB1 RMRA	CAPITAL RESERVES FUND	AB 2766	CDBG
STREET, SIGNALS AND LIGHTING (100)									
101	Annual Street Maintenance	2,375,336	-	1,344,158	-	1,031,178	-	\$ -	-
168	Traffic Signal Improvements/Coordination Projects	50,000	50,000	-	-	-	-	-	-
184	La Paz Road Widening (McIntyre to Cabot)	-	-	-	-	-	-	-	-
190	Alicia Parkway Pavement Rehabilitation	250,000	-	250,000	-	-	-	-	-
	Sub-Total	\$ 2,675,336	\$ 50,000	\$ 1,594,158	\$ -	\$ 1,031,178	\$ -	\$ -	\$ -
FLOOD CONTROL & WATER QUALITY (400)									
403	Storm Drain/Slope Repairs	50,000	-	-	-	-	50,000	-	-
410	NPDES / Water Quality Program	200,000	200,000	-	-	-	-	-	-
412	Water Quality (2) Improvements	250,000	50,000	-	200,000	-	-	-	-
	Sub-Total	\$ 500,000	\$ 250,000	\$ -	\$ 200,000	\$ -	\$ 50,000	\$ -	\$ -
PARKS (200)									
241	General Park Renovations	250,000	-	-	-	-	250,000	-	-
	Sub-Total	\$ 250,000	\$ -	\$ -	\$ -	\$ -	\$ 250,000	\$ -	\$ -
PUBLIC FACILITIES (500)									
513	Community Center Renovation	420,000	350,000	-	-	-	-	-	70,000
514	Sports Complex Renovations	125,000	125,000	-	-	-	-	-	-
505	Civic Center Renovations	50,000	-	-	-	-	-	50,000	-
	Sub-Total	\$ 595,000	\$ 475,000	\$ -	\$ -	\$ -	\$ -	\$ 50,000	\$ 70,000
	Grand Total	\$ 4,020,336	\$ 775,000	\$ 1,594,158	\$ 200,000	\$ 1,031,178	\$ 300,000	\$ 50,000	\$ 70,000

**CITY OF LAGUNA HILLS
FISCAL YEAR 2020/21
SOURCES OF FUNDS
CAPITAL PROGRAM**

PROJECT	PROJECT	FISCAL YEAR 2020/21	GENERAL FUND	CARITS	CAPITAL RESERVE FUND	PROPOSITION 68
FLOOD CONTROL & WATER QUALITY (400)						
	410 NPDES / Water Quality Program	200,000	200,000	-	-	-
	Sub-Total	\$ 200,000	\$ 200,000	\$ -	\$ -	\$ -
PARKS (200)						
	237 Park Refurbishment Project	240,000	40,000	-	-	200,000
	238 Community Center and Sports Complex Field Renovations	200,000	200,000	-	-	-
	Sub-Total	\$ 440,000	\$ 240,000	\$ -	\$ -	\$ 200,000
PUBLIC FACILITIES (500)						
	513 Community Center Renovation	60,000	-	-	60,000	-
	514 Sports Complex Renovations	25,000	-	-	25,000	-
	Sub-Total	\$ 85,000	\$ -	\$ -	\$ 85,000	\$ -
	Grand Total	\$ 825,000	\$ 440,000	\$ 100,000	\$ 85,000	\$ 200,000

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CAPITAL IMPROVEMENT PROJECTS

STREETS, SIGNALS, AND LIGHTING

City of Laguna Hills Capital Improvement Project

Program: Streets, Signals and Lighting

Project Name: Biennial Street Maintenance

Project No.: 101



Description: The Biennial Street Maintenance Program provides funding for pavement maintenance and resurfacing of all of the City's streets on an approximate six-year return cycle. For budget and cost efficiency, it is a goal to plan for the maintenance of one-third of the City's local streets as a single project every two years. The maintenance of these streets is based upon the Pavement Management Plan that is updated every two years with the last update of arterial highways and collector streets being performed in June 2018. Given the age of the City's streets, this program has transitioned from its original maintenance procedure of utilizing only seal coats for pavement preservation every six years to an overlay program for pavement rehabilitation. An overlay program is performed once every 25 years on local streets and is much costlier than a seal coat program, resulting in a reduction of the number of streets that can be maintained each cycle based upon available funding. Over time, however, all local streets will be resurfaced with an overlay and then the local street system will return to a seal coat pavement preservation program.

Purpose / Justification: The Biennial Street Maintenance Program is performed to repair and rejuvenate the surfacing of the street infrastructure. Pavement surfaces deteriorate over time and will experience accelerated maintenance costs if preventive maintenance is not performed on an approximate seven to ten-year cycle basis.

Other Agencies Involved: None

Outside Agencies/Entities Clearance or Coordination Needs: None

Operating Budget Impact: The Annual Street Maintenance Program allows the City to keep its street maintenance operations at a low recurring cost for pavement repairs.

Source of Cost Estimates: Preliminary ☒ Based on Design ☐ Actual Bid ☐

Schedule: Individual projects are scheduled for summer of the fiscal year budgeted. The schedule for the maintenance is as follows:

<u>YEAR</u>	<u>ZONES</u>
2019-2020	Portions of Zones C & E
2021-2022	Portions of Zones B & F
2023-2024	Portions of Zones A & D

Project Name: Annual Street Maintenance
Project Number: 101

Site Map



Project Costs and Project Funding

	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	Future	Total
Project Costs:								
Planning/Design								-
Admin/Inspection	83,336							83,336
Land Acquisition								-
Construction	2,292,000		2,700,000		2,800,000			7,792,000
Operations & Maintenance								-
System Integration								-
Equipment								-
Total Cost	2,375,336		2,700,000		2,800,000	-	-	7,875,336
Project Funding:								
General Fund								-
Capital Reserve Funds								-
Gas Tax	1,344,158		1,500,000		1,450,000			4,294,158
Gas Tax - SB1 RMRA	1,031,178		1,200,000		1,350,000			3,581,178
Measure M2 - Competitive								-
CARITS								-
AB 2766								-
CDBG PFI								-
Quimby Act								-
Other								-
Unfunded								-
Total Funding	2,375,336	-	2,700,000	-	2,800,000	-	-	7,875,336

City of Laguna Hills Capital Improvement Project

Program: Streets, Signals and Lighting

Project Name: Traffic Signals

Project No.: 112



Description: The traffic signal project provides a funding allocation for one new traffic signal at an undesignated location when the need for a traffic signal is determined.

Purpose / Justification: The Citywide Traffic Signal Master Plan was updated in April 2016. The Traffic Signal Master Plan evaluates the need for traffic signals at every arterial highway intersection at which a traffic signal does not currently exist. The evaluation follows State issued criteria to determine the potential justification for a new traffic signal. Five intersections within the City met the minimum standards to allow a traffic signal to be constructed per the 2016 study; however, the construction of a traffic signal is not required by such a determination. The potential locations include Alicia Parkway at Via Lomas; Moulton Parkway at Gordon Road (currently under construction by a third party); La Paz Road at Appaloosa Place; Paseo de Valencia at Ericson Way; and Paseo de Valencia at Alisal Avenue.

Other Agencies Involved: None

Outside Agencies/Entities Clearance or Coordination Needs: None

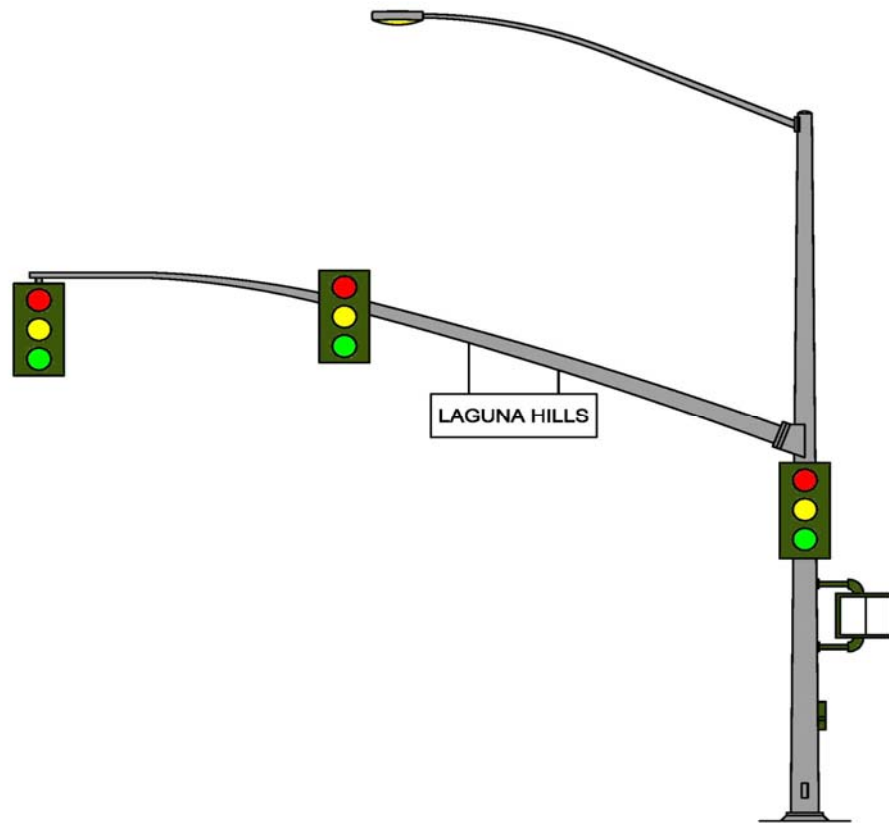
Operating Budget Impact: The construction of a traffic signal is anticipated to add annual maintenance costs of approximately \$900 and electricity costs of approximately \$3,500.

Source of Cost Estimates: Preliminary ☒ Based on Design ☐ Actual Bid ☐

Schedule: The traffic signal construction is subject to the schedule to be adopted by the City Council.

Project Name: Traffic Signals
Project Number: 112

[Site Map](#)



Project Costs and Project Funding

	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	Future	Total
Project Costs:								
Planning/Design							25,000	25,000
Admin/Inspection							25,000	25,000
Land Acquisition								-
Construction							250,000	250,000
Operations & Maintenance								-
System Integration								-
Equipment								-
Total Cost	-	-	-	-	-	-	300,000	300,000
Project Funding:								
General Fund								-
Capital Reserve Funds								-
Gas Tax								-
Gas Tax - SB1 RMRA								-
Measure M2 - Competitive								-
CARITS								-
AB 2766								-
CDBG PFI								-
Quimby Act								-
Other								-
Unfunded							300,000	300,000
Total Funding	-	-	-	-	-	-	300,000	300,000

City of Laguna Hills Capital Improvement Project

Program: Streets, Signals and Lighting

Project Name: Cabot Widening – La Paz to Paseo de Valencia

Project No.: 139



Description: The widening of Cabot Road to augmented secondary arterial highway standards from La Paz Road to Paseo de Valencia is in accordance with the City's General Plan. The widening will maintain the current four lanes but will allow for a 14' wide raised and landscaped median island and a parking lane/emergency lane or bike lane area along both sides of this segment of the roadway. This project may be eligible for future grant funding. Right of way acquisition will be required. Project length: 0.5 miles.

Purpose / Justification: Compliance with the City's General Plan. The project will control or eliminate left turn driveway access at several locations and will improve traffic flow.

Other Agencies Involved: None

Outside Agencies/Entities Clearance or Coordination Needs:

The project will involve the intersection of Cabot Road at La Paz Road/I-5 southbound off-ramp and may require a permit from the State of California Department of Transportations (CALTRANS).

Operating Budget Impact: The construction of a raised and landscaped median island will result in increased landscape maintenance costs estimated to be \$1,500 and \$1,000 of utility costs.

Source of Cost Estimates: Preliminary ☒ Based on Design ☐ Actual Bid ☐

Schedule: Future

Project Name: Cabot Widening - La Paz to Paseo de Valencia
Project Number: 139

Site Map



Project Costs and Project Funding

	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	Future	Total
Project Costs:								
Planning/Design							250,000	250,000
Admin/Inspection							200,000	200,000
Land Acquisition							1,000,000	1,000,000
Construction							1,800,000	1,800,000
Operations & Maintenance								-
System Integration								-
Equipment								-
Total Cost	-	-	-	-	-	-	3,250,000	3,250,000
Project Funding:								
General Fund								-
Capital Reserve Funds								-
Gas Tax								-
Gas Tax - SB1 RMRA								-
Measure M2 - Competitive								-
CARITS								-
AB 2766								-
CDBG PFI								-
Quimby Act								-
Other								-
Unfunded							3,250,000	3,250,000
Total Funding	-	-	-	-	-	-	3,250,000	3,250,000

City of Laguna Hills Capital Improvement Project

Program: Streets, Signals and Lighting

Project Name: Paseo de Valencia Widening

Project No.: 145



Description: Arterial highway improvements on Paseo de Valencia from Laguna Hills Drive to El Toro Road to complete the General Plan designation in conformance with the Master Plan of Arterial Highways. A widening project for Paseo de Valencia, from Kennington Drive to Laguna Hills Drive, has been designed (including shifting the roadway to the east which does not require any private property right of way acquisition) and this project phase is pending environmental clearance and construction funding.

Purpose / Justification: The Paseo de Valencia widening project will complete a six-lane arterial highway within the described limits in accordance with the City's General Plan and the Master Plan of Arterial Highways to meet projected traffic needs and to reduce traffic congestion.

Other Agencies Involved: None

Outside Agencies/Entities Clearance or Coordination Needs: The City of Laguna Woods is adjacent to this project, as is the Laguna Woods Village community. Coordination with these entities will be necessary for implementation of the project.

Operating Budget Impact: The widening of Paseo de Valencia from its four or five lanes to six lanes will increase the quantity of pavement surfacing and will slightly increase pavement maintenance costs over time. The existing landscaped median island would be reconstructed as a part of any project but maintenance costs would be similar to that which is already a part of the current budget.

Source of Cost Estimates: Preliminary ☒ Based on Design ☐ Actual Bid ☐

Schedule: Pending

Project Name: Paseo de Valencia Widening
Project Number: 145

Site Map



Project Costs and Project Funding

	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	Future	Total
Project Costs:								
Planning/Design							2,000,000	2,000,000
Admin/Inspection							500,000	500,000
Land Acquisition							1,000,000	1,000,000
Construction							5,000,000	5,000,000
Operations & Maintenance								-
System Integration								-
Equipment								-
Total Cost	-	-	-	-	-	-	8,500,000	8,500,000
Project Funding:								
General Fund								-
Capital Reserve Funds								-
Gas Tax								-
Gas Tax - SB1 RMRA								-
Measure M2 - Competitive								-
CARITS								-
AB 2766								-
CDBG PFI								-
Quimby Act								-
Other								-
Unfunded							8,500,000	8,500,000
Total Funding	-	-	-	-	-	-	8,500,000	8,500,000

City of Laguna Hills Capital Improvement Project

Program: Streets, Signals and Lighting

Project Name: Traffic Signal Improvements/Coordination Projects

Project No.: 168



Description: This project will interconnect traffic signals, provide for timing/coordination plans, synchronize traffic signals and connect individual locations to a central control. The Renewed Measure M provides an opportunity to fund updates to existing interconnected traffic signal corridors and improvements to new ones on a three-year return basis. The arterial highways currently synchronized include Oso Parkway, La Paz Road, Alicia Parkway, El Toro Road, Lake Forest Drive, Paseo de Valencia and Moulton Parkway.

Purpose / Justification: Traffic flow improvements and technology upgrades.

Other Agencies Involved: Adjacent jurisdictions on a case by case basis and oversight by the Orange County Transportation Authority (OCTA) based upon the allocation of Renewed Measure M funds.

Outside Agencies/Entities Clearance or Coordination Needs: Coordination with adjacent agencies, Caltrans and OCTA.

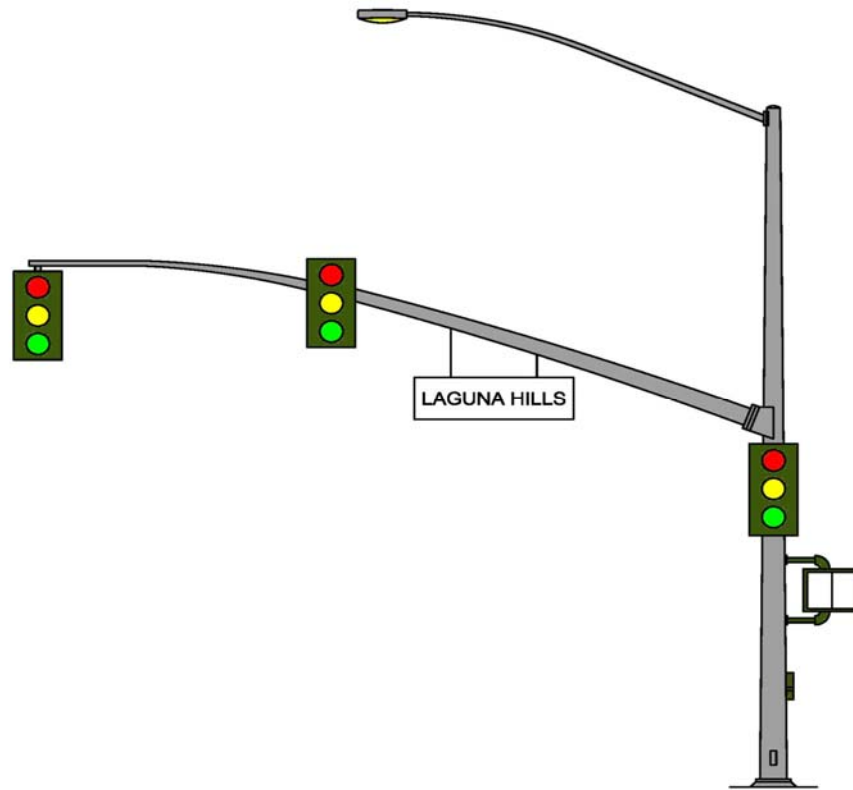
Operating Budget Impact: None

Source of Cost Estimates: Preliminary ☒ Based on Design ☐ Actual Bid ☐

Schedule: As funded. It is estimated the City will participate in an arterial highway corridor signal synchronization project every two years.

Project Name: Traffic Signal Improvements/Coordination Projects
Project Number: 168

[Site Map](#)



Project Costs and Project Funding

	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	Future	Total
Project Costs:								
Planning/Design								-
Admin/Inspection								-
Land Acquisition								-
Construction	50,000		50,000		50,000		150,000	300,000
Operations & Maintenance								-
System Integration								-
Equipment								-
Total Cost	50,000	-	50,000	-	50,000	-	150,000	300,000
Project Funding:								
General Fund	50,000		50,000		50,000			150,000
Capital Reserve Funds								-
Gas Tax								-
Gas Tax - SB1 RMRA								-
Measure M2 - Competitive								-
CARITS								-
AB 2766								-
CDBG PFI								-
Quimby Act								-
Other								-
Unfunded							150,000	150,000
Total Funding	50,000	-	50,000	-	50,000	-	150,000	300,000

City of Laguna Hills Capital Improvement Project

Program: Streets, Signals and Lighting

Project Name: Access Ramps

Project No.: 170



Description: Installation of access ramps meeting Federal and State approved design standards at all intersections as required by the Americans with Disability Act. Approximately 1000 ramps will eventually be constructed for all intersections in the City not currently meeting the required standards. This project can be phased over several years.

Purpose / Justification: None

Other Agencies Involved: ADA improvements are required to be made when the City utilizes Federal Funds for road construction projects. Coordination with Caltrans, as the oversight agency, is required when Federal Funds are used.

Outside Agencies/Entities Clearance or Coordination Needs: None

Operating Budget Impact: None

Source of Cost Estimates: Preliminary ☒ Based on Design ☐ Actual Bid ☐

Schedule: Future

Project Name: Access Ramp Construction - Citywide
Project Number: 170

[Site Map](#)



Project Costs and Project Funding

	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	Future	Total
Project Costs:								
Planning/Design							100,000	100,000
Admin/Inspection							200,000	200,000
Land Acquisition								-
Construction							4,000,000	4,000,000
Operations & Maintenance								
System Integration								
Equipment								-
Total Cost	-	-	-	-	-	-	4,300,000	4,300,000
Project Funding:								
General Fund								-
Capital Reserve Funds								-
Gas Tax								-
Gas Tax - SB1 RMRA								-
Measure M2 - Competitive								-
CARITS								-
AB 2766								-
CDBG PFI								-
Quimby Act								-
Other								-
Unfunded							4,300,000	4,300,000
Total Funding	-	-	-	-	-	-	4,300,000	4,300,000

City of Laguna Hills Capital Improvement Project

Program: Streets, Signals and Lighting

Project Name: South Moulton Pavement Rehabilitation

Project No.: 178



Description: Pavement rehabilitation of Moulton Parkway from Via Lomas to South City Limits (at SR-73). Work to include pavement removals/rehabilitation, curb and gutter repairs, access ramp construction, asphalt concrete overlay, and striping. Project length: 6700 LF.

Purpose / Justification: Pavement maintenance.

Other Agencies Involved: None

Outside Agencies/Entities Clearance or Coordination Needs: None

Operating Budget Impact: A net short-term reduction of pavement maintenance should result from this project as the pavement life is extended through this project.

Source of Cost Estimates: Preliminary ☒ Based on Design ☐ Actual Bid ☐

Schedule: Future

Project Name: South Moulton Pavement Rehabilitation (VIA Lomas to SCL)
Project Number: 178

Site Map



Project Costs and Project Funding

	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	Future	Total
Project Costs:								
Planning/Design							100,000	100,000
Admin/Inspection							75,000	75,000
Land Acquisition								-
Construction							1,800,000	1,800,000
Operations & Maintenance								-
System Integration								-
Equipment								-
Total Cost	-	-	-	-	-	-	1,975,000	1,975,000
Project Funding:								
General Fund								-
Capital Reserve Funds								-
Gas Tax								-
Gas Tax - SB1 RMRA								-
Measure M2 - Competitive								-
CARITS								-
AB 2766								-
CDBG PFI								-
Quimby Act								-
Other								-
Unfunded							1,975,000	1,975,000
Total Funding	-	-	-	-	-	-	1,975,000	1,975,000

City of Laguna Hills Capital Improvement Project

Program: Streets, Signals and Lighting

Project Name: Oso Parkway Pavement Rehabilitation

Project No.: 181



Description: Pavement rehabilitation of Oso Parkway from Cabot Road to West City Limits. Work to include pavement removals/rehabilitation, curb and gutter repairs, sidewalk repairs, access ramp construction, asphalt concrete overlay, and striping. Project length: 9200 LF.

Purpose / Justification: Pavement maintenance.

Other Agencies Involved: None

Outside Agencies/Entities Clearance or Coordination Needs: None

Operating Budget Impact: A net short-term reduction of pavement maintenance should result from this project as the pavement life is extended through this project.

Source of Cost Estimates: Preliminary ☒ Based on Design ☐ Actual Bid ☐

Schedule: Future

Project Name: Oso Parkway Pavement Rehabilitation (Cabot to WCL)
Project Number: 181

Site Map



Project Costs and Project Funding

	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	Future	Total
Project Costs:								
Planning/Design							100,000	100,000
Admin/Inspection							75,000	75,000
Land Acquisition								-
Construction							1,800,000	1,800,000
Operations & Maintenance								-
System Integration								-
Equipment								-
Total Cost	-	-	-	-	-	-	1,975,000	1,975,000
Project Funding:								
General Fund								-
Capital Reserve Funds								-
Gas Tax								-
Gas Tax - SB1 RMRA								-
Measure M2 - Competitive								-
CARITS								-
AB 2766								-
CDBG PFI								-
Quimby Act								-
Other								-
Unfunded							1,975,000	1,975,000
Total Funding	-	-	-	-	-	-	1,975,000	1,975,000

City of Laguna Hills Capital Improvement Project

Program: Streets, Signals and Lighting

Project Name: Lake Forest Drive Pavement Rehabilitation

Project No.: 182



Description: Pavement rehabilitation of Lake Forest Drive from East City Limits to West City Limits. Work to include pavement removals/rehabilitation, curb and gutter repairs, sidewalk repairs, access ramp construction, asphalt concrete overlay, and striping. Project length: 6200 LF.

Purpose / Justification: Pavement maintenance.

Other Agencies Involved: None

Outside Agencies/Entities Clearance or Coordination Needs: A permit from Caltrans will be required for work at the intersection of Lake Forest/southbound I-5 offramp.

Operating Budget Impact: A net short-term reduction of pavement maintenance should result from this project as the pavement life is extended through this project.

Source of Cost Estimates: Preliminary ☒ Based on Design ☐ Actual Bid ☐

Schedule: Future

Project Name: Lake Forest Drive Pavement Rehabilitation (ECL to WCL)
Project Number: 182

Site Map



PCI ave. 82

Project Costs and Project Funding

	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	Future	Total
Project Costs:								
Planning/Design							100,000	100,000
Admin/Inspection							75,000	75,000
Land Acquisition								-
Construction							1,800,000	1,800,000
Operations & Maintenance								-
System Integration								-
Equipment								-
Total Cost	-	-	-	-	-	-	1,975,000	1,975,000
Project Funding:								
General Fund								-
Capital Reserve Funds								-
Gas Tax								-
Gas Tax - SB1 RMRA								-
Measure M2 - Competitive								-
CARITS								-
AB 2766								-
CDBG PFI								-
Quimby Act								-
Other								-
Unfunded							1,975,000	1,975,000
Total Funding	-	-	-	-	-	-	1,975,000	1,975,000

City of Laguna Hills Capital Improvement Project

Program: Streets, Signals and Lighting

Project Name: Avenida de la Carlota Pavement Rehabilitation

Project No.: 183



Description: Pavement rehabilitation of Avenida de la Carlota from El Toro Road to Los Aliso Boulevard. Work to include pavement removals/rehabilitation, curb and gutter repairs, sidewalk repairs, access ramp construction, asphalt concrete overlay, and striping. Project length: 3800 LF.

Purpose / Justification: Pavement maintenance.

Other Agencies Involved: None

Outside Agencies/Entities Clearance or Coordination Needs: None

Operating Budget Impact: A net short-term reduction of pavement maintenance should result from this project as the pavement life is extended through this project.

Source of Cost Estimates: Preliminary ☒ Based on Design ☐ Actual Bid ☐

Schedule: Future

Project Name: Avenida Carlota Pavement Rehabilitation (El Toro Rd to Los Alisos Blvd)
Project Number: 183

Site Map



Project Costs and Project Funding

	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	Future	Total
Project Costs:								
Planning/Design							100,000	100,000
Admin/Inspection							75,000	75,000
Land Acquisition								-
Construction								-
Operations & Maintenance							850,000	850,000
System Integration								-
Equipment								-
Total Cost	-	-	-	-	-	-	1,025,000	1,025,000
Project Funding:								
General Fund								-
Capital Reserve Funds								-
Gas Tax								-
Gas Tax - SB1 RMRA								-
Measure M2 - Competitive								-
CARITS								-
AB 2766								-
CDBG PFI								-
Quimby Act								-
Other								-
Unfunded							1,025,000	1,025,000
Total Funding	-	-	-	-	-	-	1,025,000	1,025,000

City of Laguna Hills Capital Improvement Project

Program: Streets, Signals and Lighting

Project Name: La Paz Road Widening

Project No.: 184



Description: The widening of easterly bound La Paz Road from McIntyre Street to Cabot Road to add a third through lane. Right of way acquisition will be required.

Purpose / Justification: To accommodate projected traffic volumes and as recommended in the General Plan as an augmented arterial highway.

Other Agencies Involved: None

Outside Agencies/Entities Clearance or Coordination Needs: A permit from Caltrans will be required for work at the intersection of La Paz Road at Cabot Road.

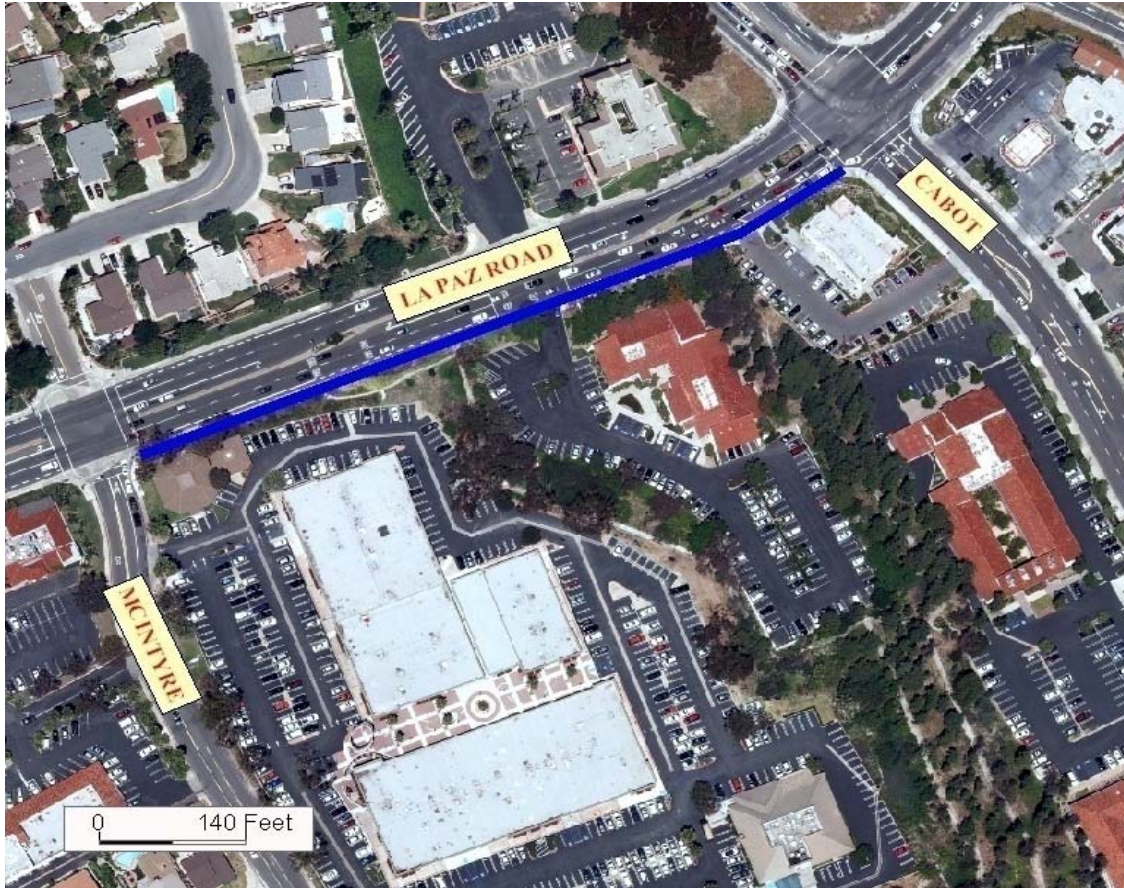
Operating Budget Impact: A minor increase in pavement square footage will add to the City's pavement maintenance requirements over time.

Source of Cost Estimates: Preliminary ☒ Based on Design ☐ Actual Bid ☐

Schedule: Preliminary Design in FY 2019-20 in order to determine the future right of way and environmental clearance documentation needed. Right of way acquisition and construction funding would be sought in the future.

Project Name: La Paz Road Widening (McIntyre to Cabot)
Project Number: 184

Site Map



Project Costs and Project Funding

	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	Future	Total
Project Costs:								
Planning/Design		100,000					50,000	150,000
Admin/Inspection							100,000	100,000
Land Acquisition							600,000	600,000
Construction							1,425,000	1,425,000
Operations & Maintenance								-
System Integration								-
Equipment								-
Total Cost	-	100,000	-	-	-	-	2,175,000	2,275,000
Project Funding:								
General Fund								-
Capital Reserve Funds								-
Gas Tax								-
Gas Tax - SB1 RMRA								-
Measure M2 - Competitive								-
CARITS		100,000						100,000
AB 2766								-
CDBG PFI								-
Quimby Act								-
Other								-
Unfunded							2,175,000	2,175,000
Total Funding	-	100,000	-	-	-	-	2,175,000	2,275,000

City of Laguna Hills Capital Improvement Project

Program: Streets, Signals and Lighting

Project Name: Replacement of Internally Illuminated Street Name Signs

Project No.: 185



Description: Replace antiquated and deteriorated fluorescent tube internally illuminated street name signs (ILSNS) with light emitting diode (LED) modern signs with updated street names on all signs.

Purpose / Justification: Improve energy efficiency, reduce the frequency of lighting replacements, replace fading street name signs and update street names on all internally illuminated street name signs at the City's 48 traffic signal locations.

Other Agencies Involved: None

Outside Agencies/Entities Clearance or Coordination Needs: None

Operating Budget Impact: An approximate 85% reduction in energy costs associated with the ILSNS and a reduction in maintenance costs for light bulb replacements.

Source of Cost Estimates: Preliminary ☒ Based on Design ☐ Actual Bid ☐

Schedule: Future

Project Name: Replacement of Illuminated Street Name Signs at all Traffic Signal Locations
Project Number: 185

[Site Map](#)

PASEO DE VALENCIA

CITY OF LAGUNA HILLS

Project Costs and Project Funding

	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	Future	Total
Project Costs:								
Planning/Design								-
Admin/Inspection								-
Land Acquisition								-
Construction								-
Operations & Maintenance								-
System Integration								-
Equipment							400,000	400,000
Total Cost	-	-	-	-	-	-	400,000	400,000
Project Funding:								
General Fund								-
Capital Reserve Funds								-
Gas Tax								-
Gas Tax - SB1 RMRA								-
Measure M2 - Competitive								-
CARITS								-
AB 2766								-
CDBG PFI								-
Quimby Act								-
Other								-
Unfunded							400,000	400,000
Total Funding	-	-	-	-	-	-	400,000	400,000

City of Laguna Hills Capital Improvement Project

Program: Streets, Signals and Lighting

Project Name: Ridge Route Drive Pavement Rehabilitation

Project No.: 188



Description: Pavement rehabilitation of Ridge Route Drive from Santa Vittoria Drive to Moulton Parkway to include pavement removals/rehabilitation, curb and gutter repairs, access ramp construction, asphalt concrete overlay, striping and traffic loops.

Purpose / Justification: Pavement maintenance.

Other Agencies Involved: None

Outside Agencies/Entities Clearance or Coordination Needs: None

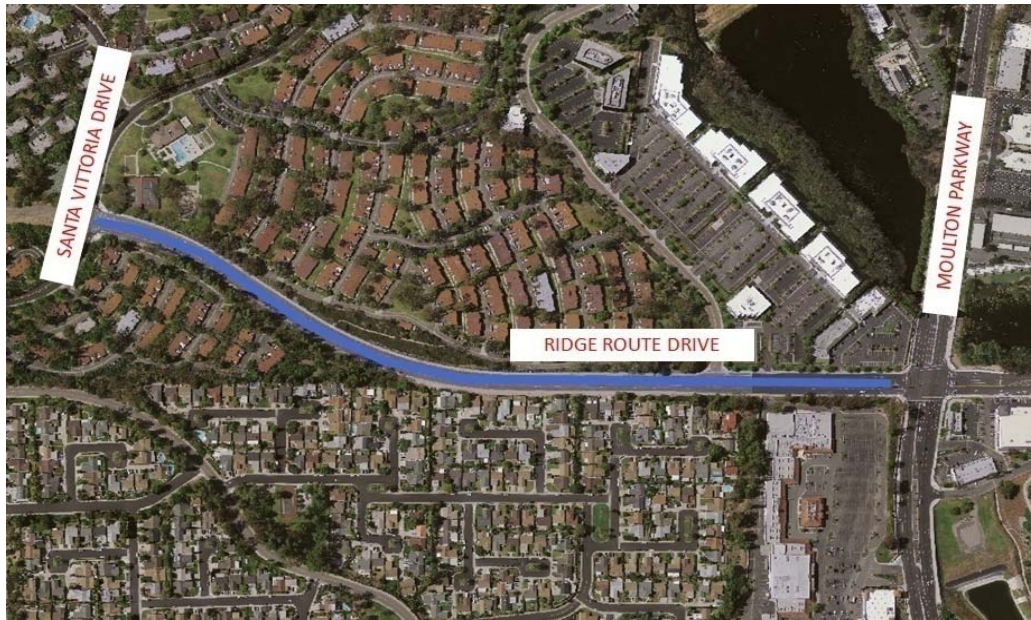
Operating Budget Impact: A net short-term reduction of pavement maintenance should result from this project as the pavement life is extended through this project.

Source of Cost Estimates: Preliminary ☒ Based on Design ☐ Actual Bid ☐

Schedule: Future

Project Name: Ridge Route Pavement Rehabilitation - Moulton Parkway to Santa Vittoria Drive
Project Number: 188

Site Map



Project Costs and Project Funding

	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	Future	Total
Project Costs:								
Planning/Design							50,000	50,000
Admin/Inspection							20,000	20,000
Land Acquisition								-
Construction							580,000	580,000
Operations & Maintenance								-
System Integration								-
Equipment								-
Total Cost	-	-	-	-	-	-	650,000	650,000
Project Funding:								
General Fund								-
Capital Reserve Funds								-
Gas Tax								-
Gas Tax - SB1 RMRA								-
Measure M2 - Competitive								-
CARITS								-
AB 2766								-
CDBG PFI								-
Quimby Act								-
Other								-
Unfunded							650,000	650,000
Total Funding	-	-	-	-	-	-	650,000	650,000

City of Laguna Hills Capital Improvement Project

Program: Streets, Signals and Lighting

Project Name: Alicia Parkway Pavement Rehabilitation

Project No.: 190



Description: Pavement rehabilitation of a portion of Alicia Parkway from Laguna Court (private street) to Westerly City Boundary (westerly of Ramona Street) in cooperation with the City of Aliso Viejo. Work to include pavement removals/rehabilitation, asphalt concrete overlay, and striping. Project length: 900 LF.

Purpose / Justification: Pavement maintenance.

Other Agencies Involved: This project is based within a City of Aliso Viejo pavement rehabilitation of Alicia Parkway. The City of Laguna Hills has a cooperative agreement with the City of Aliso Viejo to participate in this project and extend it to the above-described limits.

Outside Agencies/Entities Clearance or Coordination Needs: None

Operating Budget Impact: A net short-term reduction of pavement maintenance should result from this project as the pavement life is extended through this project.

Source of Cost Estimates: Preliminary ☐ Based on Design ☒ Actual Bid ☐

Schedule: Summer 2019

Project Name: Alicia Parkway Pavement Rehabilitation
Project Number: 190

Site Map



Project Costs and Project Funding

	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	Future	Total
Project Costs:								
Planning/Design								-
Admin/Inspection								-
Land Acquisition								-
Construction	250,000							250,000
Operations & Maintenance								-
System Integration								-
Equipment								-
Total Cost	250,000	-	-	-	-	-	-	250,000
Project Funding:								
General Fund								-
Capital Reserve Funds								-
Gas Tax	250,000							250,000
Gas Tax - SB1 RMRA								-
Measure M2 - Competitive								-
CARITS								-
AB 2766								-
CDBG PFI								-
Quimby Act								-
Other								-
Unfunded								-
Total Funding	250,000	-	-	-	-	-	-	250,000

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CAPITAL IMPROVEMENT PROJECTS

STREETSCAPE

City of Laguna Hills Capital Improvement Project

Program: Streetscape

Project Name: Alicia Median Islands Rehabilitation

Project No.: 301



Description: Rehabilitate the Alicia Parkway landscape median islands from Costeau Street to Paseo de Valencia to current City standards. Project length: 3700 LF.

Purpose / Justification: Rehabilitate existing landscaping and install City theme program. Remove incompatible trees and install new trees, remove existing turf and install shrubs and ground covers. The replacement of the irrigation system and replacement of turf grass with shrubs beds and other plant material will reduce water consumption and water runoff, fertilizer use and pesticide use within this median island.

Other Agencies Involved: None

Outside Agencies/Entities Clearance or Coordination Needs: None

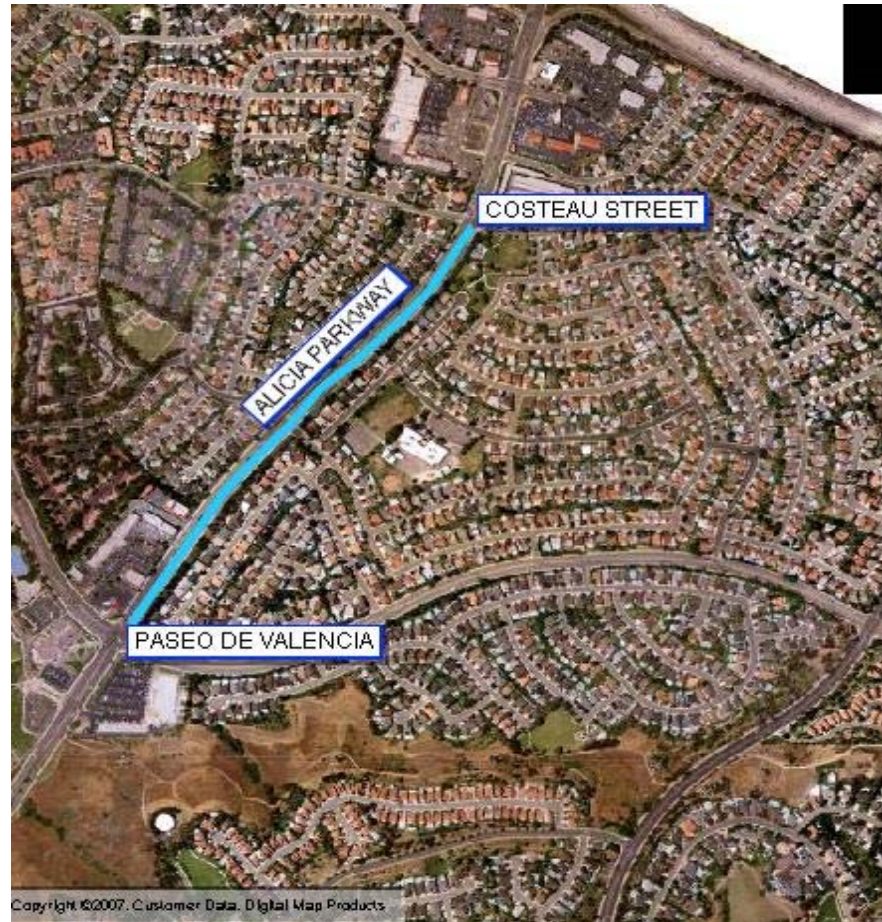
Operating Budget Impact: The elimination of turf grass reduces the City's landscape maintenance cost by approximately 20% per year with similar expectations in reduced water use. Some funding from Water Districts is expected to reduce the construction costs by approximately \$50,000

Source of Cost Estimates: Preliminary ☒ Based on Design ☐ Actual Bid ☐

Schedule: Future

Project Name: Alicia Parkway Median Islands Landscape Rehabilitation
Project Number: 301

Site Map



Project Costs and Project Funding

	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	Future	Total
Project Costs:								
Planning/Design							100,000	100,000
Admin/Inspection							75,000	75,000
Land Acquisition								-
Construction							800,000	800,000
Operations & Maintenance								-
System Integration								-
Equipment								-
Total Cost	-	-	-	-	-	-	975,000	975,000
Project Funding:								
General Fund								-
Capital Reserve Funds								-
Gas Tax								-
Gas Tax - SB1 RMRA								-
Measure M2 - Competitive								-
CARITS								-
AB 2766								-
CDBG PFI								-
Quimby Act								-
Other								-
Unfunded							975,000	975,000
Total Funding	-	-	-	-	-	-	975,000	975,000

City of Laguna Hills Capital Improvement Project

Program: Streetscape

Project Name: La Paz Road Median Islands

Project No.: 305



Description: Construct new landscape median islands on La Paz Road from Moulton Parkway to Paseo de Valencia. Project length: 1.6 miles.

Purpose / Justification: To implement the citywide plan of landscape enhancements and positive traffic control through the construction of raised and landscape median islands along all arterial highways. The sub-structure, conduits and drainage systems, for this median island were constructed at the time of a previous La Paz Road Pavement Rehabilitation Project.

Other Agencies Involved: None

Outside Agencies/Entities Clearance or Coordination Needs: None

Operating Budget Impact: The construction of a raised and landscape median island will reduce the square footage of asphalt concrete pavement that is maintained. However, approximately 110,000 sq. feet of additional landscaping area will be created resulting in an estimated annual landscape maintenance cost of \$5,000 and a utility cost of \$3,000.

Source of Cost Estimates: Preliminary ☒ Based on Design ☐ Actual Bid ☐

Schedule: Future

Project Name: La Paz Median Islands
Project Number: 305

Site Map



Project Costs and Project Funding

	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	Future	Total
Project Costs:								
Planning/Design							150,000	150,000
Admin/Inspection							75,000	75,000
Land Acquisition								-
Construction							3,400,000	3,400,000
Operations & Maintenance								-
System Integration								-
Equipment								-
Total Cost	-	-	-	-	-	-	3,625,000	3,625,000
Project Funding:								
General Fund								-
Capital Reserve Funds								-
Gas Tax								-
Gas Tax - SB1 RMRA								-
Measure M2 - Competitive								-
CARITS								-
AB 2766								-
CDBG PFI								-
Quimby Act								-
Other								-
Unfunded							3,625,000	3,625,000
Total Funding	-	-	-	-	-	-	3,625,000	3,625,000

City of Laguna Hills Capital Improvement Project

Program: Streetscape

Project Name: Entry Monuments

Project No.: 307



Description: Install City identification monuments at all major street entries. Originally, monuments at up to 15 locations were to be constructed.

Purpose / Justification: Community identification and enhancement. Entry Monuments have been constructed at: (1) Alicia/I-5, (2) La Paz/I-5, (3) Oso/I-5, (4) Moulton/Nellie Gail and (5) Moulton/Lake Forest. A proposed entry monument on (6) El Toro at I-5 has been replaced with the Urban Village Monumentation.

The remaining locations identified for entry monuments include: (7) Lake Forest @ I-5, (8) Santa Vittoria @ Lake Forest, (9) Moulton @ Santa Maria, (10) Moulton @ Glenwood, (11) Paseo de Valencia @ El Toro, (12) Los Alisos @ I-5, (13) Alicia @ Ramona, (14) La Paz @ I-73, and (15) Oso @ Moulton. Of the remaining nine locations, the sites most accessible for a monument at this time are at locations 7, 8 (relocated onto Lake Forest at Santa Vittoria), 13, 14 and 15. These five locations are recommended for implementation.

Other Agencies Involved: None

Outside Agencies/Entities Clearance or Coordination Needs: None

Operating Budget Impact: Very minor additional landscape maintenance and electrical costs.

Source of Cost Estimates: Preliminary ☒ Based on Design ☐ Actual Bid ☐

Schedule: Future

Project Name: Entry Monuments
Project Number: 307

[Site Map](#)



Project Costs and Project Funding

	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	Future	Total
Project Costs:								
Planning/Design							100,000	100,000
Admin/Inspection							50,000	50,000
Land Acquisition								-
Construction							600,000	600,000
Operations & Maintenance								-
System Integration								-
Equipment								-
Total Cost	-	-	-	-	-	-	750,000	750,000
Project Funding:								
General Fund								-
Capital Reserve Funds								-
Gas Tax								-
Gas Tax - SB1 RMRA								-
Measure M2 - Competitive								-
CARITS								-
AB 2766								-
CDBG PFI								-
Quimby Act								-
Other								-
Unfunded							750,000	750,000
Total Funding	-	-	-	-	-	-	750,000	750,000

City of Laguna Hills Capital Improvement Project

Program: Streetscape

Project Name: PDV Median Island Rehabilitation

Project No.: 312



Description: Relandscaping of Paseo de Valencia median island from Laguna Hills Drive to El Toro Road. Project length: 1.5 miles.

Purpose / Justification: To replace and improve existing landscaping to the City standard, upgrade the irrigation system, remove turf and install shrub beds and other landscaping. State mandates have eliminated the ability to have turf in median islands that are irrigated with potable water. The reduction in turf grass will reduce water demands, water runoff, fertilizer and pesticide use. This project can be incorporated into the phases of widening Paseo de Valencia per CIP No. 145.

Other Agencies Involved: None

Outside Agencies/Entities Clearance or Coordination Needs: None

Operating Budget Impact: The removal of turf grass from the median islands will result in a 20% reduction in landscape maintenance and utility costs.

Source of Cost Estimates: Preliminary ☒ Based on Design ☐ Actual Bid ☐

Schedule: Future

Project Name: Paseo de Valencia Median Island Rehabilitation
Project Number: 312

Site Map



Project Costs and Project Funding

	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	Future	Total
Project Costs:								
Planning/Design							250,000	250,000
Admin/Inspection							200,000	200,000
Land Acquisition								-
Construction							3,000,000	3,000,000
Operations & Maintenance								-
System Integration								-
Equipment								-
Total Cost	-	-	-	-	-	-	3,450,000	3,450,000
Project Funding:								
General Fund								-
Capital Reserve Funds								-
Gas Tax								-
Gas Tax - SB1 RMRA								-
Measure M2 - Competitive								-
CARITS								-
AB 2766								-
CDBG PFI								-
Quimby Act								-
Other								-
Unfunded							3,450,000	3,450,000
Total Funding	-	-	-	-	-	-	3,450,000	3,450,000

City of Laguna Hills Capital Improvement Project

Program: Streetscape

Project Name: Paseo de Valencia Median Islands

Project No.: 314



Description: Construction of a new raised and landscaped median island along Paseo de Valencia from Alicia Parkway to La Paz Road. Project length: 4,700 linear feet.

Purpose / Justification: To implement the citywide plan of landscape enhancements and positive traffic controls through the construction of raised and landscape median islands along all arterial highways. The sub-structure, conduits and drainage systems, for this median island were constructed at the time of a previous Paseo de Valencia Pavement Rehabilitation Project.

Other Agencies Involved: None

Outside Agencies/Entities Clearance or Coordination Needs: None

Operating Budget Impact: This project will increase the landscape area by 61,000 square feet resulting in an annual landscape maintenance cost increase of \$4,000 and a utility cost increase of \$2,500.

Source of Cost Estimates: Preliminary ☒ Based on Design ☐ Actual Bid ☐

Schedule: Future

Project Name: Paseo de Valencia Median Islands
Project Number: 314

Site Map



Project Costs and Project Funding

	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	Future	Total
Project Costs:								
Planning/Design							150,000	150,000
Admin/Inspection							100,000	100,000
Land Acquisition								-
Construction							1,900,000	1,900,000
Operations & Maintenance								-
System Integration								-
Equipment								-
Total Cost	-	-	-	-	-	-	2,150,000	2,150,000
Project Funding:								
General Fund								-
Capital Reserve Funds								-
Gas Tax								-
Gas Tax - SB1 RMRA								-
Measure M2 - Competitive								-
CARITS								-
AB 2766								-
CDBG PFI								-
Quimby Act								-
Other								-
Unfunded							2,150,000	2,150,000
Total Funding	-	-	-	-	-	-	2,150,000	2,150,000

City of Laguna Hills Capital Improvement Project

Program: Streetscape

Project Name: Oso Median Island Rehabilitation

Project No.: 315



Description: Rehabilitate the existing landscape median island along Oso Parkway between Bridlewood Drive to West Haven Drive (easterly of Moulton Parkway). Project length: 1.2 miles.

Purpose / Justification: Rehabilitate existing landscaping and install City theme program. The replacement of turf grass with shrubs beds and other plant material will reduce water consumption and water runoff, fertilizer use and pesticide use within this median island. By State mandate, turf grass cannot be maintained in new landscape median islands.

Other Agencies Involved: None

Outside Agencies/Entities Clearance or Coordination Needs: None

Operating Budget Impact: The elimination of turf grass reduces the City's landscape maintenance cost by approximately 20% per year with similar expectations in reduced water use.

Source of Cost Estimates: Preliminary ☒ Based on Design ☐ Actual Bid ☐

Schedule: Future

Project Name: Rehabilitation of Oso Median Islands
Project Number: 315

Site Map



Project Costs and Project Funding

	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	Future	Total
Project Costs:								
Planning/Design							250,000	250,000
Admin/Inspection							200,000	200,000
Land Acquisition								-
Construction							2,300,000	2,300,000
Operations & Maintenance								-
System Integration								-
Equipment								-
Total Cost	-	-	-	-	-	-	2,750,000	2,750,000
Project Funding:								
General Fund								-
Capital Reserve Funds								-
Gas Tax								-
Gas Tax - SB1 RMRA								-
Measure M2 - Competitive								-
CARITS								-
AB 2766								-
CDBG PFI								-
Quimby Act								-
Other								-
Unfunded							2,750,000	2,750,000
Total Funding	-	-	-	-	-	-	2,750,000	2,750,000

City of Laguna Hills Capital Improvement Project

Program: Streetscape

Project Name: Rehabilitation of Moulton Parkway Median Island

Project No.: 322



Description: Replace the existing landscape and irrigation system to the City standards in the Moulton Parkway median island from Via Lomas to 600' n/o Glenwood. Project length: 1.0 miles.

Purpose / Justification: Upgrade old turf and olive tree landscaping to City Standards. Improve irrigation efficiency and reduce landscape maintenance. Installation of shrub beds, ground cover and other landscaping will reduce water consumption, water runoff, fertilization and pesticide use.

Other Agencies Involved: None

Outside Agencies/Entities Clearance or Coordination Needs: Coordination will be required with the Aliso Viejo Community Association as they currently maintain this area.

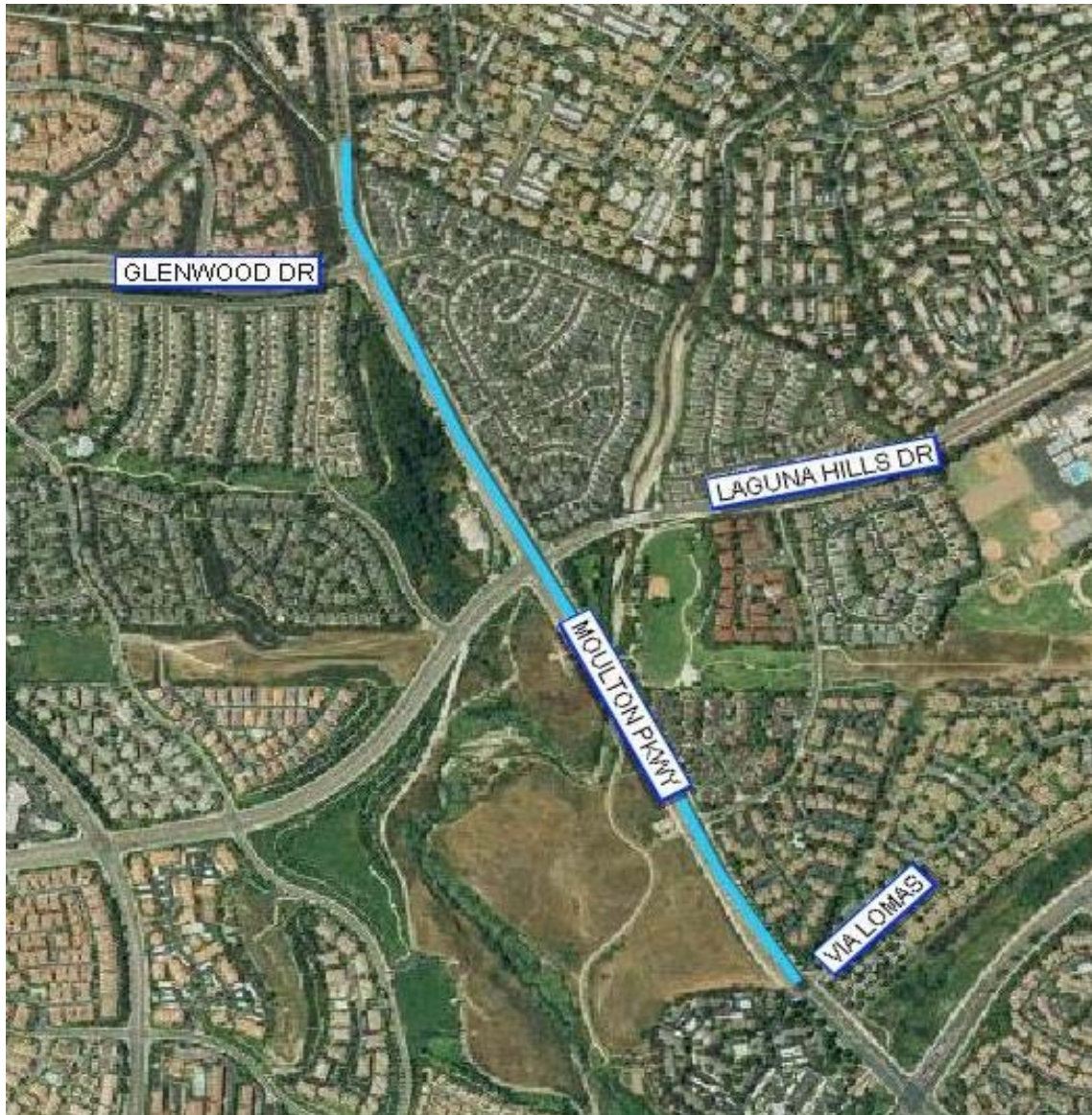
Operating Budget Impact: Increase in the City's landscape maintenance costs of approximately \$7,000 and utility costs of approximately \$1,000 per year.

Source of Cost Estimates: Preliminary ☒ Based on Design ☐ Actual Bid ☐

Schedule: Future

Project Name: Rehabilitation of Moulton Median Island
Project Number: 322

Site Map



Project Costs and Project Funding

	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	Future	Total
Project Costs:								
Planning/Design							200,000	200,000
Admin/Inspection							150,000	150,000
Land Acquisition								-
Construction							1,850,000	1,850,000
Operations & Maintenance								-
System Integration								-
Equipment								-
Total Cost	-	-	-	-	-	-	2,200,000	2,200,000
Project Funding:								
General Fund								-
Capital Reserve Funds								-
Gas Tax								-
Gas Tax - SB1 RMRA								-
Measure M2 - Competitive								-
CARITS								-
AB 2766								-
CDBG PFI								-
Quimby Act								-
Other								-
Unfunded							2,200,000	2,200,000
Total Funding	-	-	-	-	-	-	2,200,000	2,200,000

City of Laguna Hills Capital Improvement Project

Program: Streetscape

Project Name: Rehabilitation of Laguna Hills Drive Median island

Project No.: 323



Description: Replace the existing landscape and irrigation system to the City standards in the Laguna Hills Drive Median island from Moulton Parkway to 800' e/o Indian Hill Lane. Project length: 1,900 LF.

Purpose / Justification: Upgrade existing landscaping to City Standards. Improve irrigation efficiency and aesthetic value of this landscape feature.

Other Agencies Involved: None

Outside Agencies/Entities Clearance or Coordination Needs: Coordination will be required with the Aliso Viejo Community Association as they currently maintain this area.

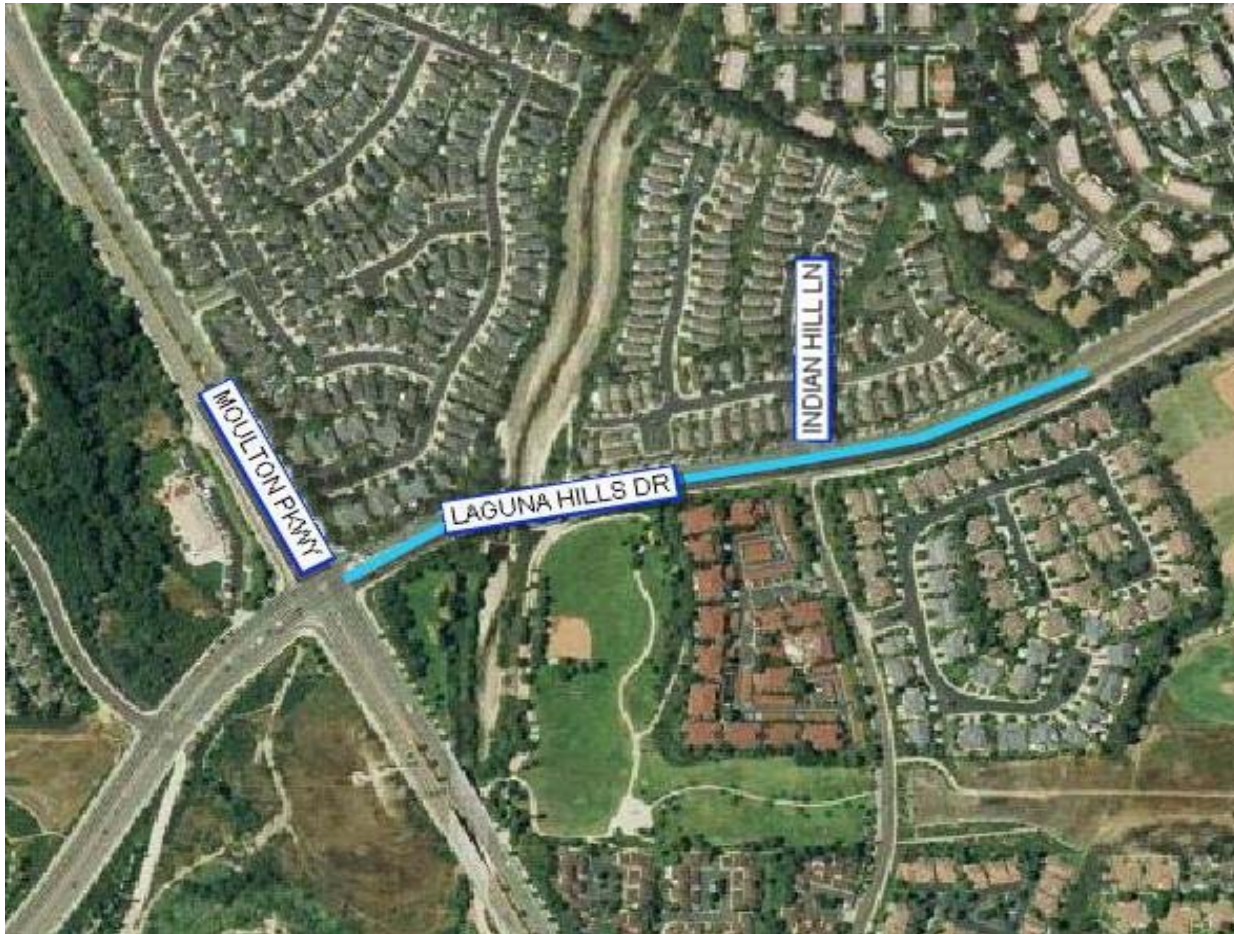
Operating Budget Impact: Increase in the City's landscape maintenance costs of approximately \$2,000 and utility costs of approximately \$500 per year.

Source of Cost Estimates: Preliminary ☒ Based on Design ☐ Actual Bid ☐

Schedule: Future

Project Name: Rehabilitation of Laguna Hills Drive Median Island
Project Number: 323

Site Map



Project Costs and Project Funding

	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	Future	Total
Project Costs:								
Planning/Design							75,000	75,000
Admin/Inspection							50,000	50,000
Land Acquisition								-
Construction							750,000	750,000
Operations & Maintenance								-
System Integration								-
Equipment								-
Total Cost	-	-	-	-	-	-	875,000	875,000
Project Funding:								
General Fund								-
Capital Reserve Funds								-
Gas Tax								-
Gas Tax - SB1 RMRA								-
Measure M2 - Competitive								-
CARITS								-
AB 2766								-
CDBG PFI								-
Quimby Act								-
Other								-
Unfunded							875,000	875,000
Total Funding	-	-	-	-	-	-	875,000	875,000

City of Laguna Hills Capital Improvement Project

Program: Streetscape

Project Name: Rehabilitation of La Paz Median Island

Project No.: 324



Description: Replace the existing landscape and irrigation system to the City standards in the La Paz Road median island from McIntyre Street to Paseo de Valencia. Project length: 1,800 LF.

Purpose / Justification: Upgrade old turf landscaping to City standards. Improve irrigation efficiency and reduce landscape maintenance. The replacement of turf with shrub beds, ground cover and other landscaping will reduce water consumption, water runoff, fertilizer and pesticide use. By State mandate, turf can no longer be maintained in median islands.

Other Agencies Involved: None

Outside Agencies/Entities Clearance or Coordination Needs: None

Operating Budget Impact: The elimination of turf grass reduces the City's landscape maintenance cost of this 23,000 sf landscape area by approximately 20% per year with similar expectations in reduced water use.

Source of Cost Estimates: Preliminary ☒ Based on Design ☐ Actual Bid ☐

Schedule: Future

Project Name: Rehabilitation of La Paz Median Island
Project Number: 324

Site Map



Project Costs and Project Funding

	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	Future	Total
Project Costs:								
Planning/Design							100,000	100,000
Admin/Inspection							75,000	75,000
Land Acquisition								-
Construction							900,000	900,000
Operations & Maintenance								-
System Integration								-
Equipment								-
Total Cost	-	-	-	-	-	-	1,075,000	1,075,000
Project Funding:								
General Fund								-
Capital Reserve Funds								-
Gas Tax								-
Gas Tax - SB1 RMRA								-
Measure M2 - Competitive								-
CARITS								-
AB 2766								-
CDBG PFI								-
Quimby Act								-
Other								-
Unfunded							1,075,000	1,075,000
Total Funding	-	-	-	-	-	-	1,075,000	1,075,000

City of Laguna Hills Capital Improvement Project

Program: Streetscape

Project Name: Ridge Route Drive Median Islands

Project No.: 325



Description: Construct new landscape median islands per arterial standards and City landscape guidelines along Ridge Route Drive from Santa Vittoria Drive to Moulton Parkway. Project length: 3,100 LF.

Purpose / Justification: To implement the citywide plan of landscape enhancements and positive traffic controls through the construction of raised and landscape median islands along all arterial highways.

Other Agencies Involved: None

Outside Agencies/Entities Clearance or Coordination Needs: None

Operating Budget Impact: The addition of this median island will add 40,000 square feet of landscaping resulting in an estimated increase of annual landscape maintenance costs of \$5,000 and utility costs of \$2,000.

Source of Cost Estimates: Preliminary ☒ Based on Design ☐ Actual Bid ☐

Schedule: Future

Project Name: Ridge Route Median Islands - Santa Vittoria to Moulton Pkwy
Project Number: 325

Site Map



Project Costs and Project Funding

	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	Future	Total
Project Costs:								
Planning/Design							250,000	250,000
Admin/Inspection							150,000	150,000
Land Acquisition								-
Construction							1,750,000	1,750,000
Operations & Maintenance								-
System Integration								-
Equipment								-
Total Cost	-	-	-	-	-	-	2,150,000	2,150,000
Project Funding:								
General Fund								-
Capital Reserve Funds								-
Gas Tax								-
Gas Tax - SB1 RMRA								-
Measure M2 - Competitive								-
CARITS								-
AB 2766								-
CDBG PFI								-
Quimby Act								-
Other								-
Unfunded							2,150,000	2,150,000
Total Funding	-	-	-	-	-	-	2,150,000	2,150,000

City of Laguna Hills Capital Improvement Project

Program: Streetscape

Project Name: Laguna Hills Drive Median Island

Project No.: 326



Description: Construct landscaping within the vacant raised median island on Laguna Hills Drive from Paseo de Valencia to 800' e/o Indian Hill Lane per City Landscape Guidelines. Project length: 1,900 LF.

Purpose / Justification: To implement the citywide plan of landscape enhancements along all arterial highways. The sub-structure, conduits, drainage system and curbing for this median island were constructed at the time of a previous Laguna Hills Drive Pavement Rehabilitation Project.

Other Agencies Involved: None

Outside Agencies/Entities Clearance or Coordination Needs: None

Operating Budget Impact: The addition of the landscaping in this median island will add 25,000 square feet of landscaping resulting in an estimated increase of annual landscape maintenance costs of \$3,000 and utility costs of \$1,000.

Source of Cost Estimates: Preliminary ☒ Based on Design ☐ Actual Bid ☐

Schedule: Future

Project Name: Laguna Hills Drive Median Islands and North Parkway
Project Number: 326

Site Map



Project Costs and Project Funding

	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	Future	Total
Project Costs:								
Planning/Design							75,000	75,000
Admin/Inspection							50,000	50,000
Land Acquisition								-
Construction							560,000	560,000
Operations & Maintenance								-
System Integration								-
Equipment								-
Total Cost	-	-	-	-	-	-	685,000	685,000
Project Funding:								
General Fund								-
Capital Reserve Funds								-
Gas Tax								-
Gas Tax - SB1 RMRA								-
Measure M2 - Competitive								-
CARITS								-
AB 2766								-
CDBG PFI								-
Quimby Act								-
Other								-
Unfunded							685,000	685,000
Total Funding	-	-	-	-	-	-	685,000	685,000

City of Laguna Hills Capital Improvement Project

Program: Streetscape

Project Name: Alicia Parkway and Paseo de Valencia Street Tree Program

Project No.: 330



Description: Development of tree wells within the existing sidewalks for street tree and irrigation installation along the southerly side of Alicia Parkway from Costeau Street to Paseo de Valencia and on the easterly side of Paseo de Valencia from Alicia Parkway to La Paz Road. This is an urban reforestation and streetscape improvement project. Tree wells would be developed at approximate 40 foot intervals resulting in approximately 70 trees on Alicia Parkway and 100 trees on Paseo de Valencia.

Purpose / Justification: To add landscape improvement along major arterial highways at locations that the City does not control the adjacent private slope areas to enhance the urban forest and improve the aesthetics of the street scene.

Other Agencies Involved: None

Outside Agencies/Entities Clearance or Coordination Needs: None

Operating Budget Impact: The landscape improvements within this area will require new resources for tree maintenance and irrigation. Irrigation is estimated at \$1,000 per year and tree maintenance is estimated at \$1,500 per year.

Source of Cost Estimates: Preliminary ☒ Based on Design ☐ Actual Bid ☐

Schedule: Future

Project Name: Alicia Pkwy & Paseo de Valencia Street Tree Program
Project Number: 330

Site Map



Project Costs and Project Funding

	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	Future	Total
Project Costs:								
Planning/Design							75,000	75,000
Admin/Inspection							50,000	50,000
Land Acquisition								-
Construction							565,000	565,000
Operations & Maintenance								-
System Integration								-
Equipment								-
Total Cost	-	-	-	-	-	-	690,000	690,000
Project Funding:								
General Fund								-
Capital Reserve Funds								-
Gas Tax								-
Gas Tax - SB1 RMRA								-
Measure M2 - Competitive								-
CARITS								-
AB 2766								-
CDBG PFI								-
Quimby Act								-
Other								-
Unfunded							690,000	690,000
Total Funding	-	-	-	-	-	-	690,000	690,000

City of Laguna Hills Capital Improvement Project

Program: Streetscape

Project Name: Synthetic Landscape Turf

Project No.: 331



Description: Convert 16 small median islands from natural turf to synthetic turf in the North Laguna Hills area.

Purpose / Justification: Enhance appearance and reduce maintenance.

Other Agencies Involved: Potentially, El Toro Water District through rebate programs.

Outside Agencies/Entities Clearance or Coordination Needs: None

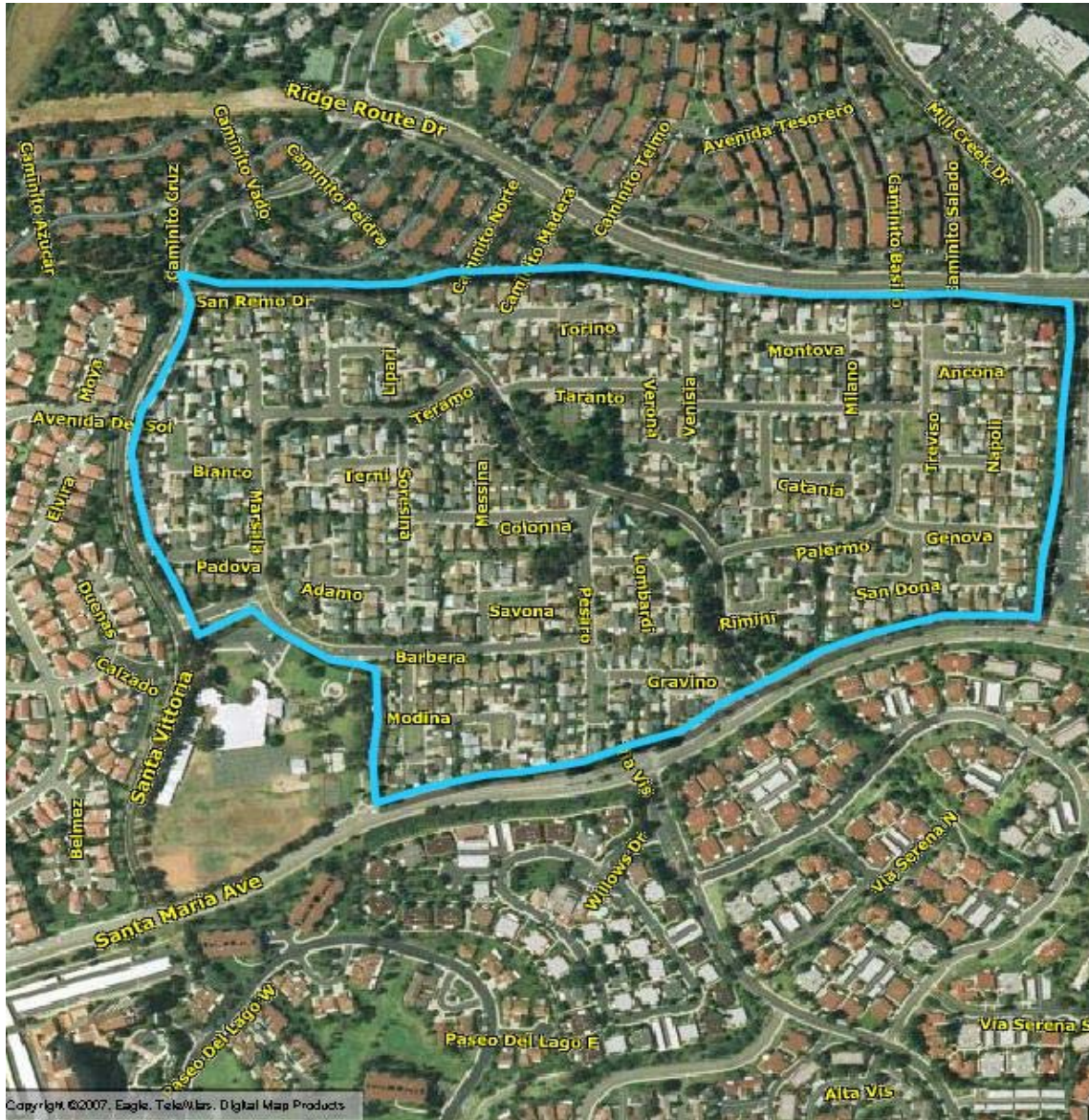
Operating Budget Impact: Reduce annual landscape maintenance costs by \$3,000 and utility costs by \$1,800.

Source of Cost Estimates: Preliminary ☒ Based on Design ☐ Actual Bid ☐

Schedule: Future

Project Name: Synthetic Landscape Turf Median Islands
Project Number: 331

Site Map



Project Costs and Project Funding

	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	Future	Total
Project Costs:								
Planning/Design							50,000	50,000
Admin/Inspection							25,000	25,000
Land Acquisition								-
Construction							1,000,000	1,000,000
Operations & Maintenance								-
System Integration								-
Equipment								-
Total Cost	-	-	-	-	-	-	1,075,000	1,075,000
Project Funding:								
General Fund								-
Capital Reserve Funds								-
Gas Tax								-
Gas Tax - SB1 RMRA								-
Measure M2 - Competitive								-
CARITS								-
AB 2766								-
CDBG PFI								-
Quimby Act								-
Other								-
Unfunded							1,075,000	1,075,000
Total Funding	-	-	-	-	-	-	1,075,000	1,075,000

City of Laguna Hills Capital Improvement Project

Program: Streetscape

Project Name: Ridge Route Drive Median Island

Project No.: 333



Description: The construction of new raised and landscaped median islands on Ridge Route Drive from Moulton Parkway to Avenida de la Carlota. Project length: 0.9 miles.

Purpose / Justification: To implement the citywide plan of landscape enhancements and positive traffic controls through the construction of raised and landscape median islands along all arterial highways.

Other Agencies Involved: City of Laguna Woods. This project cannot be constructed until there is full widening of Ridge Route Drive.

Outside Agencies/Entities Clearance or Coordination Needs: City of Laguna Woods

Operating Budget Impact: The landscape median island would add approximately 61,000 sf of new area resulting in an annual landscape maintenance cost of \$7000 and a utility cost of \$2,500. It is expected these costs would be equally split with the City of Laguna Woods.

Source of Cost Estimates: Preliminary ☒ Based on Design ☐ Actual Bid ☐

Schedule: Future

Project Name: Ridge Route Medians - Moulton Pkwy to Avenida de la Carlota
Project Number: 333

Site Map



Project Costs and Project Funding

	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	Future	Total
Project Costs:								
Planning/Design							125,000	125,000
Admin/Inspection							75,000	75,000
Land Acquisition							2,200,000	2,200,000
Construction								-
Operations & Maintenance								-
System Integration								-
Equipment								-
Total Cost	-	-	-	-	-	-	2,400,000	2,400,000
Project Funding:								
General Fund								-
Capital Reserve Funds								-
Gas Tax								-
Gas Tax - SB1 RMRA								-
Measure M2 - Competitive								-
CARITS								-
AB 2766								-
CDBG PFI								-
Quimby Act								-
Other								-
Unfunded							2,400,000	2,400,000
Total Funding	-	-	-	-	-	-	2,400,000	2,400,000

City of Laguna Hills Capital Improvement Project

Program: Streetscape

Project Name: Aliso Hills Drive Northside Down Slope

Project No.: 334



Description: This project is a subset of the Aliso Hills Area* landscape renovation projects. This is Project Area “B” of the Aliso Hills project area. The other project areas have either been improved or separately budgeted.

Purpose / Justification: Replace antiquated irrigation systems and marginal landscape materials for improved aesthetics, water conservation and community satisfaction.

Other Agencies Involved: None

Outside Agencies/Entities Clearance or Coordination Needs: None

Operating Budget Impact: These areas are already incorporated into the landscape maintenance services budget. Improvements, however, will likely require a higher frequency of maintenance at an added incremental cost and will balance against reduced costs for efficient irrigation.

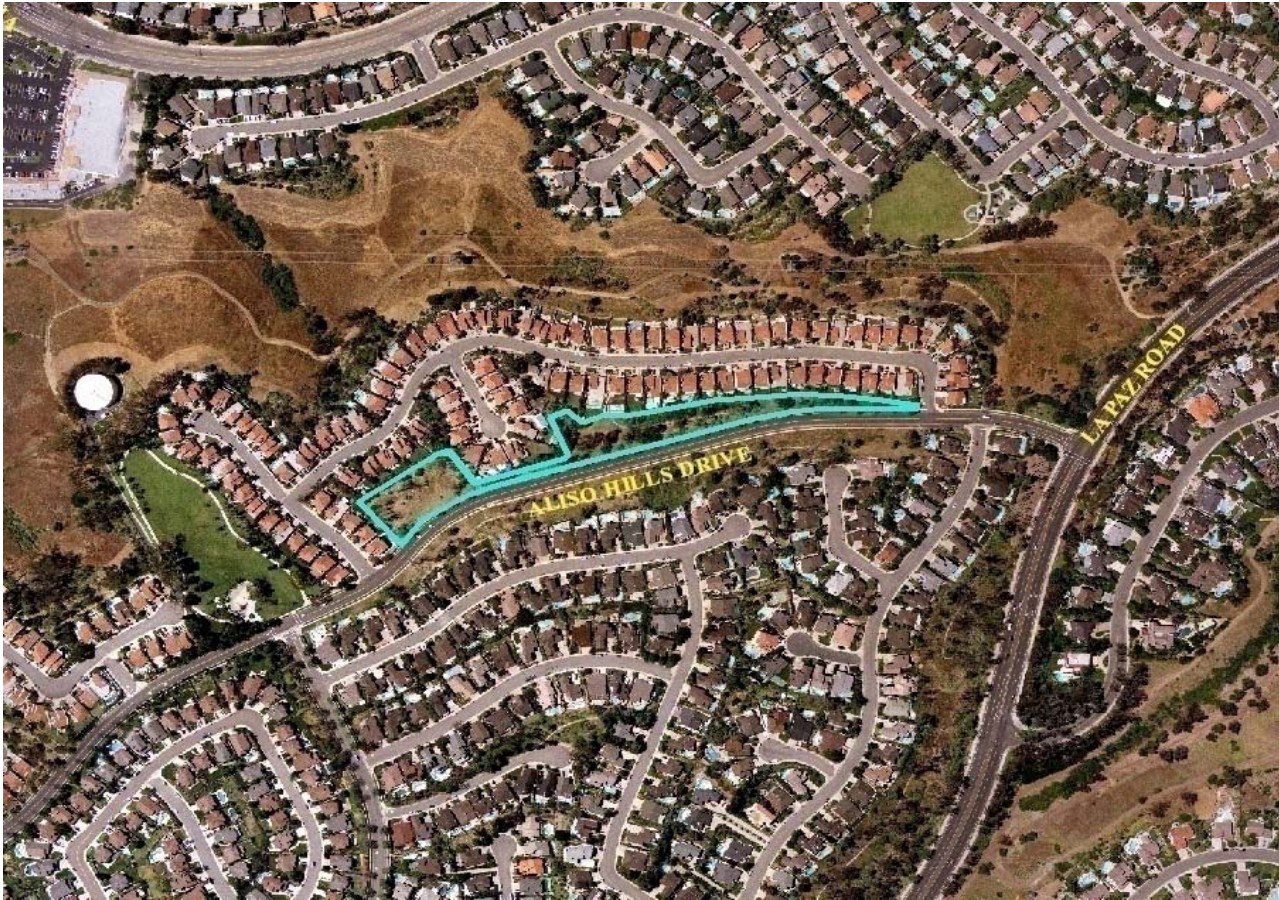
Source of Cost Estimates: Preliminary ☒ Based on Design ☐ Actual Bid ☐

Schedule: Future

* The Aliso Hills Area is the open spaces and streetscapes generally bounded by Paseo de Valencia, Alicia Parkway, Moulton Parkway and La Paz Road. Six specific areas have been identified in the area and designated as B through G. Area A was the subject of CIP No. 316, the Aliso Hills Drive South Slope Renovation, and it has been completed. The further areas are defined as B – northside Aliso Hills Drive Slope, C – northwest of Mendocino Park, D – eastside Paseo de Valencia Parkway, E – southeast of Mendocino Park, F – northside of La Paz Road from Aliso Hills Drive to Paseo de Valencia, and G – north of Mendocino Park.

Project Name: Aliso Hills Drive North Down Slope
Project Number: 334

Site Map



Project Costs and Project Funding

	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	Future	Total
Project Costs:								
Planning/Design							100,000	100,000
Admin/Inspection							50,000	50,000
Land Acquisition							-	-
Construction							825,000	825,000
Operations & Maintenance							-	-
System Integration							-	-
Equipment							-	-
Total Cost	-	-	-	-	-	-	975,000	975,000
Project Funding:								
General Fund								-
Capital Reserve Funds								-
Gas Tax								-
Gas Tax - SB1 RMRA								-
Measure M2 - Competitive								-
CARITS								-
AB 2766								-
CDBG PFI								-
Quimby Act								-
Other								-
Unfunded							975,000	975,000
Total Funding	-	-	-	-	-	-	975,000	975,000

City of Laguna Hills Capital Improvement Project

Program: Streetscape

Project Name: La Paz Road South Side Slope Renovation

Project No.: 335



Description: Renovation of three existing landscape slope areas along the southerly side of La Paz Road between Aliso Hills Drive and Charlton Drive (private street). The combined slope areas comprise approximately 16.5 acres and are in open public view.

Purpose / Justification: Replace antiquated irrigation systems and marginal landscape materials for improved aesthetics, water conservation and community satisfaction.

Other Agencies Involved: None

Outside Agencies/Entities Clearance or Coordination Needs: None

Operating Budget Impact: These areas are already incorporated into the landscape maintenance services budget. Improvements, however, will likely require a higher frequency of maintenance at an added incremental cost balanced against savings resulting from efficient irrigation practices.

Source of Cost Estimates: Preliminary ☒ Based on Design ☐ Actual Bid ☐

Schedule: Future

Project Name: La Paz Road South Side Slope Renovation
Project Number: 335

Site Map



Project Costs and Project Funding

	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	Future	Total
Project Costs:								
Planning/Design							150,000	150,000
Admin/Inspection							75,000	75,000
Land Acquisition							-	-
Construction							5,000,000	5,000,000
Operations & Maintenance							-	-
System Integration							-	-
Equipment							-	-
Total Cost	-	-	-	-	-	-	5,225,000	5,225,000
Project Funding:								
General Fund								-
Capital Reserve Funds								-
Gas Tax								-
Gas Tax - SB1 RMRA								-
Measure M2 - Competitive								-
CARITS								-
AB 2766								-
CDBG PFI								-
Quimby Act								-
Other								-
Unfunded							5,225,000	5,225,000
Total Funding	-	-	-	-	-	-	5,225,000	5,225,000

City of Laguna Hills Capital Improvement Project

Program: Streetscape

Project Name: Palermo and Taranto Slope Renovation

Project No.: 336



Description: The renovation of two slope areas adjacent to the streets of Palermo and Taranto. Renovation to consist of the removal of private improvements, installation of an irrigation system, new landscape plantings and a perimeter low height wall for improved aesthetics. The two areas total approximately 12,000 SF.

Purpose / Justification: The existing slopes have limited landscaping and no operating irrigation system. Landscape maintenance cannot be performed unless the area is renovated. Existing private property encroachments will have to be removed.

Other Agencies Involved: None

Outside Agencies/Entities Clearance or Coordination Needs: Cooperation of the adjacent homeowners will be required in order to clear the private property encroachments without invoking legal proceedings.

Operating Budget Impact: The new landscaping will require monthly maintenance at a cost of approximately \$1,500 per year plus utility costs of approximately \$500 per year.

Source of Cost Estimates: Preliminary ☒ Based on Design ☐ Actual Bid ☐

Schedule: Future

City of Laguna Hills Capital Improvement Project

Program: Streetscape

Project Name: San Remo Drive Slope Renovation

Project No.: 337



Description: The renovation of the westerly landscape slope along San Remo Drive from Santa Maria Avenue to Santa Vittoria Drive. Replace the antiquated irrigation system and marginal landscape materials in this 87,000 SF area.

Purpose / Justification: Replace antiquated irrigation systems and marginal landscape materials for improved aesthetics, water conservation and community satisfaction.

Other Agencies Involved: None

Outside Agencies/Entities Clearance or Coordination Needs: None

Operating Budget Impact: These areas are already incorporated into the landscape maintenance services budget. Improvements, however, will likely require a higher frequency of maintenance at an added incremental cost balanced against reduced irrigation costs due to more efficient irrigation practices.

Source of Cost Estimates: Preliminary ☒ Based on Design ☐ Actual Bid ☐

Schedule: Future

Project Name: San Remo Drive Slope Renovation

Project Number: 337

Site Map



Project Costs and Project Funding

	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	Future	Total
Project Costs:								
Planning/Design							75,000	75,000
Admin/Inspection							50,000	50,000
Land Acquisition								-
Construction							630,000	630,000
Operations & Maintenance								-
System Integration								-
Equipment								-
Total Cost	-	-	-	-	-	-	755,000	755,000
Project Funding:								
General Fund								-
Capital Reserve Funds								-
Gas Tax								-
Gas Tax - SB1 RMRA								-
Measure M2 - Competitive								-
CARITS								-
AB 2766								-
CDBG PFI								-
Quimby Act								-
Other								-
Unfunded							755,000	755,000
Total Funding	-	-	-	-	-	-	755,000	755,000

City of Laguna Hills Capital Improvement Project

Program: Streetscape

Project Name: Paseo de Valencia East and West Parkway Renovation

Project No.: 338



Description: The renovation of the parkway landscaping on the westerly and easterly sides of Paseo de Valencia between Calle de La Plata and Laguna Hills Drive to upgrade the irrigation system and replace plant materials not suitable for a parkway space. Project length of 6000 LF. Project to be coordinated with CIP No. 145, Paseo de Valencia widening.

Purpose / Justification: Replace antiquated irrigation systems and marginal landscape materials for improved aesthetics, water conservation and community satisfaction.

Other Agencies Involved: None

Outside Agencies/Entities Clearance or Coordination Needs: None

Operating Budget Impact: This area is already incorporated into the landscape maintenance services budget. Improvements, however, will likely require a higher frequency of maintenance at an added incremental cost balanced against reduced irrigation costs due to more efficient irrigation practices.

Source of Cost Estimates: Preliminary ☒ Based on Design ☐ Actual Bid ☐

Schedule: Future

Project Name: Paseo De Valencia East and West Parkway Renovation
Project Number: 338

Site Map



Project Costs and Project Funding

	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	Future	Total
Project Costs:								
Planning/Design							75,000	75,000
Admin/Inspection							50,000	50,000
Land Acquisition								-
Construction							685,000	685,000
Operations & Maintenance								-
System Integration								-
Equipment								-
Total Cost	-	-	-	-	-	-	810,000	810,000
Project Funding:								
General Fund								-
Capital Reserve Funds								-
Gas Tax								-
Gas Tax - SB1 RMRA								-
Measure M2 - Competitive								-
CARITS								-
AB 2766								-
CDBG PFI								-
Quimby Act								-
Other								-
Unfunded							810,000	810,000
Total Funding	-	-	-	-	-	-	810,000	810,000

City of Laguna Hills Capital Improvement Project

Program: Streetscape

Project Name: Paseo de Valencia Southwest Parkway Renovation

Project No.: 339



Description: The renovation of the parkway landscaping on the southwesterly side of Paseo de Valencia between Alicia Parkway and La Paz Road to upgrade the irrigation system and replace plant materials not suitable for a parkway space. Project length of 4000 LF.

Purpose / Justification: Replace antiquated irrigation systems, landscape materials that have exceeded their life span and other marginal landscape materials for improved aesthetics, water conservation and community satisfaction.

Other Agencies Involved: None

Outside Agencies/Entities Clearance or Coordination Needs: None

Operating Budget Impact: This area is already incorporated into the landscape maintenance services budget. Improvements, however, will likely require a higher frequency of maintenance at an added incremental cost balanced against reduced irrigation costs due to more efficient irrigation practices.

Source of Cost Estimates: Preliminary ☒ Based on Design ☐ Actual Bid ☐

Schedule: Future

Project Name: Paseo de Valencia Southwest Parkway Renovation
Project Number: 339

Site Map



Project Costs and Project Funding

	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	Future	Total
Project Costs:								
Planning/Design							75,000	75,000
Admin/Inspection							50,000	50,000
Land Acquisition								-
Construction							500,000	500,000
Operations & Maintenance								-
System Integration								-
Equipment								-
Total Cost	-	-	-	-	-	-	625,000	625,000
Project Funding:								
General Fund								-
Capital Reserve Funds								-
Gas Tax								-
Gas Tax - SB1 RMRA								-
Measure M2 - Competitive								-
CARITS								-
AB 2766								-
CDBG PFI								-
Quimby Act								-
Other								-
Unfunded							625,000	625,000
Total Funding	-	-	-	-	-	-	625,000	625,000

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CAPITAL IMPROVEMENT PROJECTS

FLOOD CONTROL AND WATER QUALITY

City of Laguna Hills Capital Improvement Project

Program: Flood Control and Water Quality

Project Name: Storm Drain / Slope Repairs

Project No.: 403



Description: Stand-by funding for drainage or slope repair projects resulting from storm events causing unexpected infrastructure impacts.

Purpose / Justification: To provide a funding source to resolve unexpected impacts to the City's storm drain system or slope areas due to natural storm events.

Other Agencies Involved: None

Outside Agencies/Entities Clearance or Coordination Needs: None

Operating Budget Impact: None

Source of Cost Estimates: Preliminary ☒ Based on Design ☐ Actual Bid ☐

Schedule: As needed

Project Name: Storm Drain/Slope Repairs
Project Number: 403

[Site Map](#)



Project Costs and Project Funding

	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	Future	Total
Project Costs:								
Planning/Design								-
Admin/Inspection								-
Land Acquisition								-
Construction	50,000		50,000		50,000			150,000
Operations & Maintenance								-
System Integration								-
Equipment								-
Total Cost	50,000	-	50,000	-	50,000	-	-	150,000
Project Funding:								
General Fund								-
Capital Reserve Funds	50,000		50,000		50,000			150,000
Gas Tax								-
Gas Tax - SB1 RMRA								-
Measure M2 - Competitive								-
CARITS								-
AB 2766								-
CDBG PFI								-
Quimby Act								-
Other								-
Unfunded								-
Total Funding	50,000	-	50,000	-	50,000	-	-	150,000

City of Laguna Hills Capital Improvement Project

Program: Flood Control and Water Quality

Project Name: F23 Canada Channel (Veeh Park)

Project No.: 406



Description: Remove silt/debris, regrade channel and replace wetlands habitat between Mill Creek Drive and westerly City limit. Project length: 2,600 LF.

Purpose / Justification: Flood control, re-establishment of channel hydraulics and environmental enhancement in this 7.5-acre area.

Other Agencies Involved: None

Outside Agencies/Entities Clearance or Coordination Needs: California Department of Fish and Game and possibly the United States Army Corps of Engineers

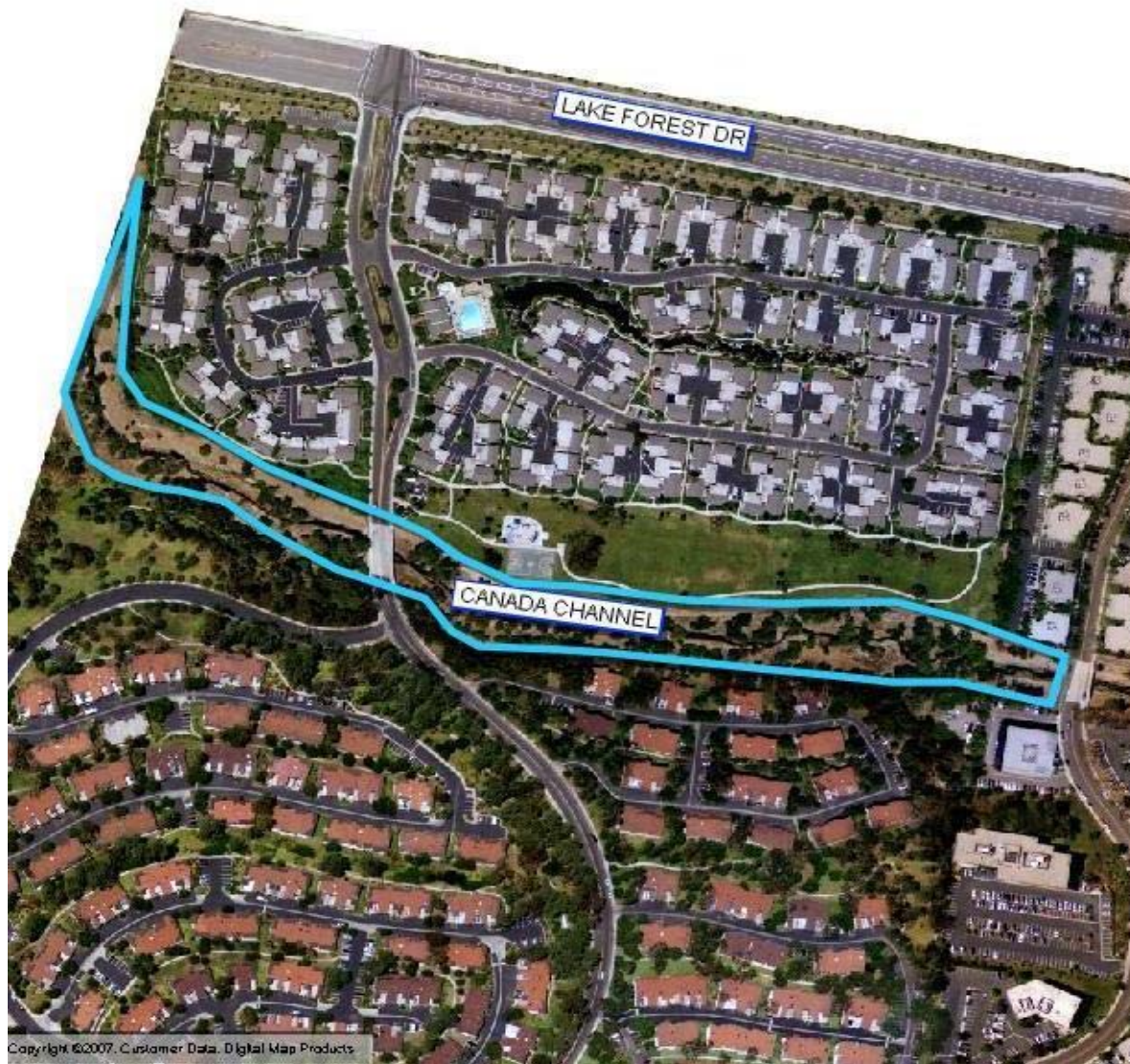
Operating Budget Impact: The project will require the City to maintain and monitor the habitat for a period of five years resulting in an annual landscape maintenance cost of approximately \$15,000.

Source of Cost Estimates: Preliminary ☒ Based on Design ☐ Actual Bid ☐

Schedule: Future

Project Name: F23 Canada Channel (Veeh Park)
Project Number: 406

Site Map



Project Costs and Project Funding

	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	Future	Total
Project Costs:								
Planning/Design							100,000	100,000
Admin/Inspection							50,000	50,000
Land Acquisition							-	-
Construction							600,000	600,000
Operations & Maintenance							-	-
System Integration							-	-
Equipment							-	-
Total Cost	-	-	-	-	-	-	750,000	750,000
Project Funding:								
General Fund								-
Capital Reserve Funds								-
Gas Tax								-
Gas Tax - SB1 RMRA								-
Measure M2 - Competitive								-
CARITS								-
AB 2766								-
CDBG PFI								-
Quimby Act								-
Other								-
Unfunded							750,000	750,000
Total Funding	-	-	-	-	-	-	750,000	750,000

City of Laguna Hills Capital Improvement Project

Program: Flood Control and Water Quality

Project Name: Aliso Creek Watershed

Project No.: 407



Description: Various Aliso Creek "mainstem" improvements per United States Army Corps of Engineers study and County of Orange project development efforts.

Purpose / Justification: The City is a "stakeholder" in the Aliso Creek watershed and is expected to financially participate in future improvements within the Aliso Creek to restore the flood control, habitat and water quality of the creek. Projects are yet to be identified by the lead agency, the County of Orange. City participation will be as a matching fund source for future Federal, State, and County funding of region-wide improvements.

Other Agencies Involved: County of Orange

Outside Agencies/Entities Clearance or Coordination Needs: California Department of Fish & Game and United States Army Corps of Engineers

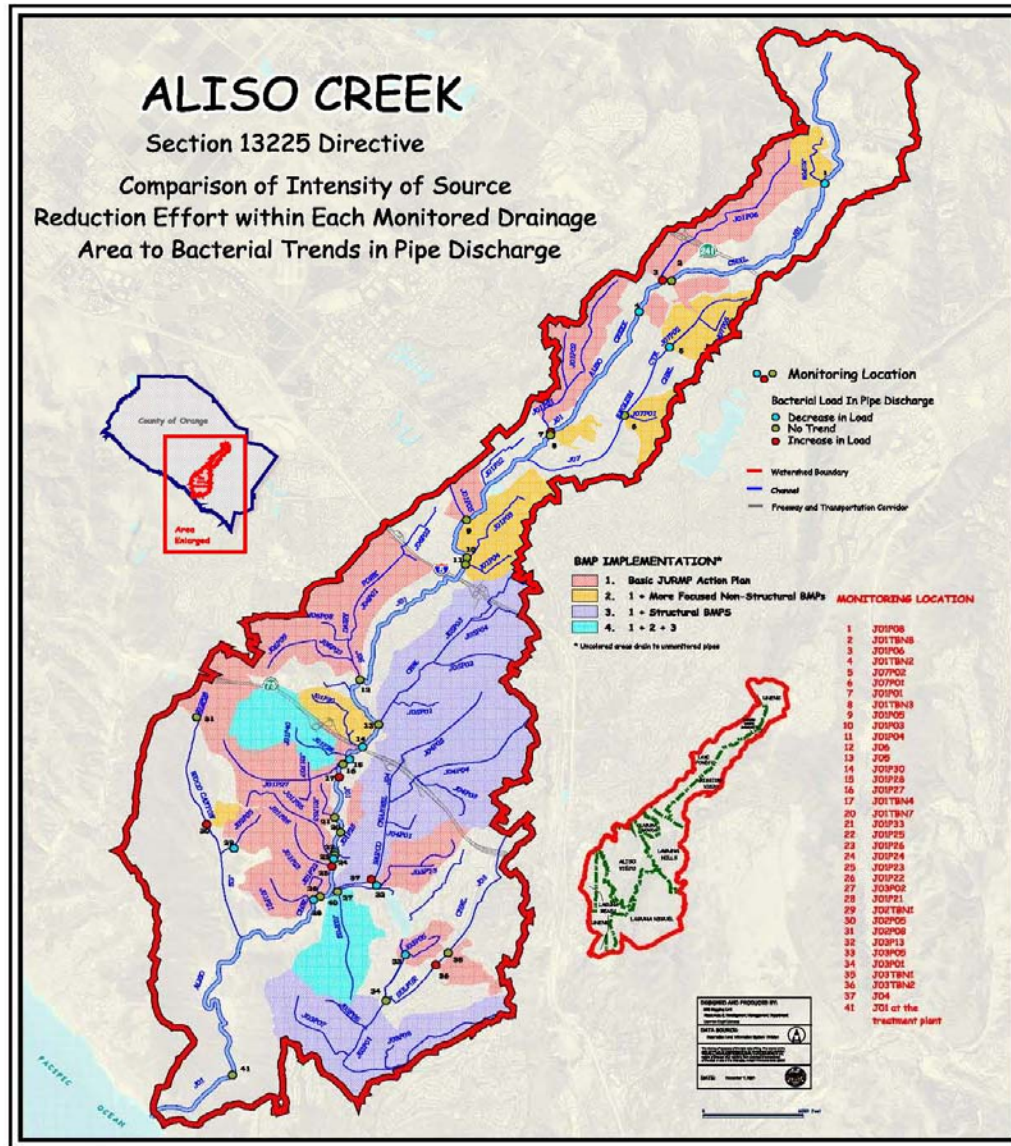
Operating Budget Impact: None

Source of Cost Estimates: Preliminary ☒ Based on Design ☐ Actual Bid ☐

Schedule: Future

Project Name: Aliso Creek Watershed
Project Number: 407

Site Map



Project Costs and Project Funding

	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	Future	Total
Project Costs:								
Planning/Design								-
Admin/Inspection								-
Land Acquisition								-
Construction							500,000	500,000
Operations & Maintenance								-
System Integration								-
Equipment								-
Total Cost	-	-	-	-	-	-	500,000	500,000
Project Funding:								
General Fund								-
Capital Reserve Funds								-
Gas Tax								-
Gas Tax - SB1 RMRA								-
Measure M2 - Competitive								-
CARITS								-
AB 2766								-
CDBG PFI								-
Quimby Act								-
Other								-
Unfunded							500,000	500,000
Total Funding	-	-	-	-	-	-	500,000	500,000

City of Laguna Hills Capital Improvement Project

Program: Flood Control and Water Quality

Project Name: NPDES / Water Quality Program

Project No.: 410



Description: Implement a variety of water quality improvement initiatives in accordance with the requirements of the NPDES permits with the Santa Ana and the San Diego Regional Water Quality Control Boards in cooperation with, and as a co-permittee and funding partner with, the County of Orange.

Purpose / Justification: Regulatory requirements and environmental enhancements to reduce pollutants within water runoff reaching the storm drain systems and creeks.

Other Agencies Involved: County of Orange.

Outside Agencies/Entities Clearance or Coordination Needs: The work is to meet the standards of the NPDES permits.

Operating Budget Impact: Water Quality projects may increase operating maintenance costs on a per project basis. Additional staff time will be expended to meet the requirements of the NPDES permits.

Source of Cost Estimates: Preliminary ☒ Based on Design ☐ Actual Bid ☐

Schedule: Ongoing

Project Name: NPDES / Water Quality Program
Project Number: 410

Site Map



Project Costs and Project Funding

	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	Future	Total
Project Costs:								
Planning/Design								-
Admin/Inspection	200,000	200,000	200,000	200,000	200,000	200,000		1,200,000
Land Acquisition								-
Construction								-
Operations & Maintenance								-
System Integration								-
Equipment								-
Total Cost	200,000	200,000	200,000	200,000	200,000	200,000	-	1,200,000
Project Funding:								
General Fund	200,000	200,000	200,000	200,000	200,000	200,000		1,200,000
Capital Reserve Funds								-
Gas Tax								-
Gas Tax - SB1 RMRA								-
Measure M2 - Competitive								-
CARITS								-
AB 2766								-
CDBG PFI								-
Quimby Act								-
Other								-
Unfunded								-
Total Funding	200,000	200,000	200,000	200,000	200,000	200,000	-	1,200,000

City of Laguna Hills Capital Improvement Project

Program: Flood Control and Water Quality

Project Name: Largo Storm Drain Improvements

Project No.: 411



Description: Provide a secondary outlet for storm flows. The existing storm drain inlet to the south of Largo Circle, a tributary to JO5PO2, is a sump condition within a natural canyon area. This project seeks to provide an alternate flow route for high flow storm conditions, as needed.

Purpose / Justification: Flood Control

Other Agencies Involved: None

Outside Agencies/Entities Clearance or Coordination Needs: None

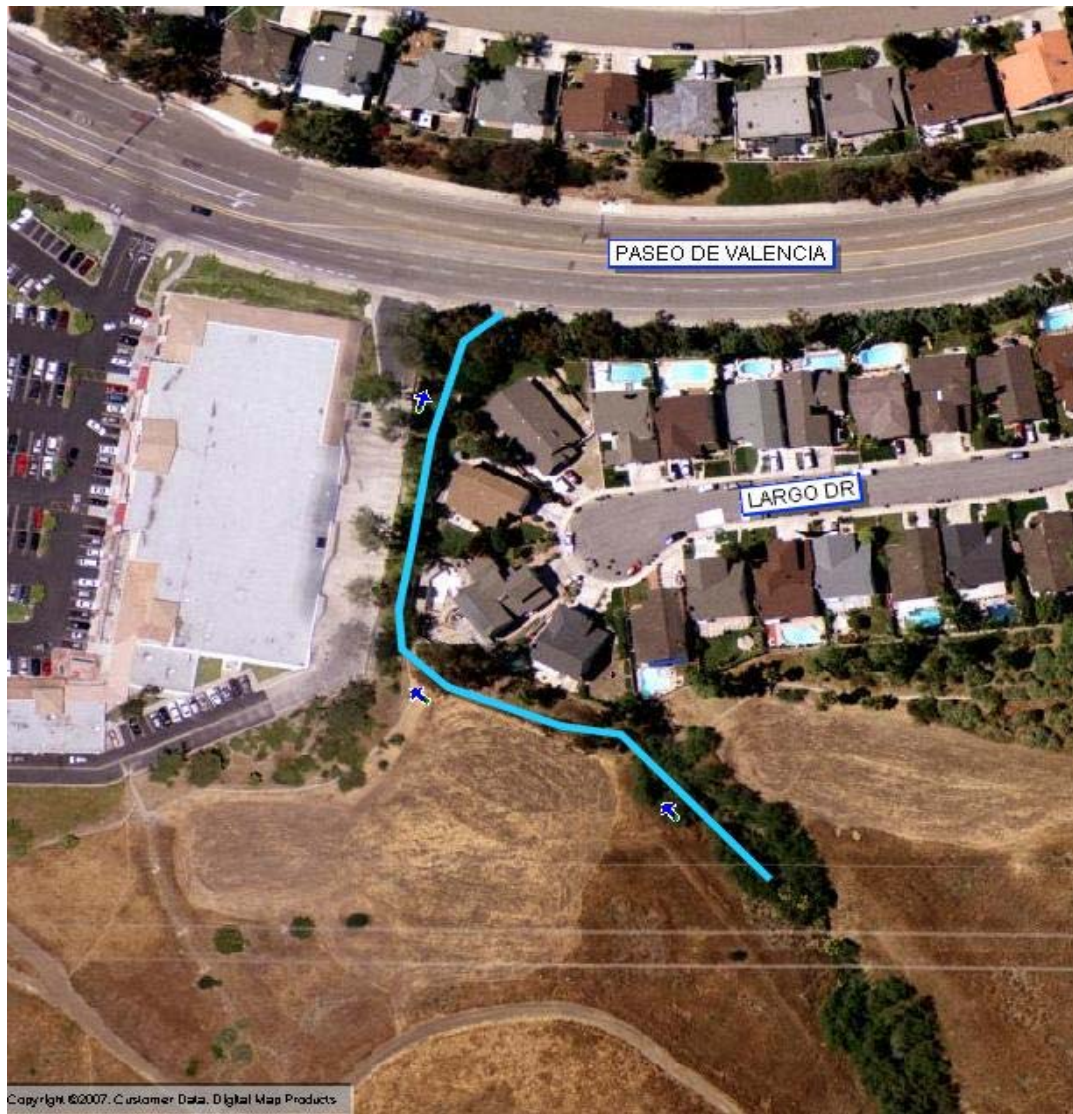
Operating Budget Impact: None

Source of Cost Estimates: Preliminary ☒ Based on Design ☐ Actual Bid ☐

Schedule: Future

Project Name: Largo Storm Drain Improvements (secondary outlet)
Project Number: 411

Site Map



Project Costs and Project Funding

	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	Future	Total
Project Costs:								
Planning/Design							100,000	100,000
Admin/Inspection							50,000	50,000
Land Acquisition								-
Construction							250,000	250,000
Operations & Maintenance								-
System Integration								-
Equipment								-
Total Cost	-	-	-	-	-	-	400,000	400,000
Project Funding:								
General Fund								-
Capital Reserve Funds								-
Gas Tax								-
Gas Tax - SB1 RMRA								-
Measure M2 - Competitive								-
CARITS								-
AB 2766								-
CDBG PFI								-
Quimby Act								-
Other								-
Unfunded							400,000	400,000
Total Funding	-	-	-	-	-	-	400,000	400,000

City of Laguna Hills Capital Improvement Project

Program: Flood Control and Water Quality

Project Name: Water Quality (2) Improvements

Project No.: 412



Description: Install debris gates at inlets to catch basins, and in-basin trash screens, at approximately 600 storm drain entry locations throughout the City to reduce the influx of litter, leaves and soil into the storm drain system. The debris gates, operating on a pulley system, remain closed in low flow conditions to hold debris at the street level for clean up by the street sweeper. They open up during intense storm events to reduce the potential for flooding but a secondary collector pipe system of a fine mesh screen, installed within the catch basin, then collects the debris for later clean out. At other times of the year, the debris collects in front of the catch basins and is removed with street sweeping activities.

Purpose / Justification: Improve pollution prevention and water quality by reducing the collection of leaves, litter and dirt in the catch basins and storm drain systems.

Other Agencies Involved: None

Outside Agencies/Entities Clearance or Coordination Needs: OCTA through the environmental funding provided in Renewed Measure M.

Operating Budget Impact: Minor maintenance costs.

Source of Cost Estimates: Preliminary ☒ Based on Design ☐ Actual Bid ☐

Schedule: Subject to funding availability through Renewed Measure M.

Project Name: Water Quality (2) Improvements
Project Number: 412

[Site Map](#)



Project Costs and Project Funding

	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	Future	Total
Project Costs:								
Planning/Design								-
Admin/Inspection								-
Land Acquisition								-
Construction	250,000		250,000		250,000			750,000
Operations & Maintenance								-
System Integration								-
Equipment								-
Total Cost	250,000	-	250,000	-	250,000	-	-	750,000
Project Funding:								
General Fund	50,000		50,000		50,000			150,000
Capital Reserve Funds								-
Gas Tax								-
Gas Tax - SB1 RMRA								-
Measure M2 - Competitive	200,000		200,000		200,000			600,000
CARITS								-
AB 2766								-
CDBG PFI								-
Quimby Act								-
Other								-
Unfunded								-
Total Funding	250,000	-	250,000	-	250,000	-	-	750,000

City of Laguna Hills Capital Improvement Project

Program: Flood Control and Water Quality

Project Name: Oso Parkway Wetlands

Project No.: 413



Description: Utilize existing water flows to enhance the riparian habitat at three locations along the south side of Oso Parkway between Nellie Gail Road and Moulton Parkway. Enhance water quality and improve equestrian trail access.

Purpose / Justification: Improve compliance with NPDES regulations, improve water quality, reduce vectors and enhance recreational opportunities.

Other Agencies Involved: None

Outside Agencies/Entities Clearance or Coordination Needs: Vector Control District

Operating Budget Impact: Water Quality projects may increase operating maintenance costs on a per project basis.

Source of Cost Estimates: Preliminary ☒ Based on Design ☐ Actual Bid ☐

Schedule: Future

Project Name: Oso Parkway Wetlands
Project Number: 413

Site Map



Project Costs and Project Funding

	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	Future	Total
Project Costs:								
Planning/Design							50,000	50,000
Admin/Inspection							25,000	25,000
Land Acquisition								-
Construction							425,000	425,000
Operations & Maintenance								-
System Integration								-
Equipment								-
Total Cost	-	-	-	-	-	-	500,000	500,000
Project Funding:								
General Fund								-
Capital Reserve Funds								-
Gas Tax								-
Gas Tax - SB1 RMRA								-
Measure M2 - Competitive								-
CARITS								-
AB 2766								-
CDBG PFI								-
Quimby Act								-
Other								-
Unfunded							500,000	500,000
Total Funding	-	-	-	-	-	-	500,000	500,000

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CAPITAL IMPROVEMENT PROJECTS

PARKS

City of Laguna Hills Capital Improvement Project

Program: Parks

Project Name: Aliso Hills Park

Project No.: 234



Description: Development of a park (either passive or active) with trail access, parking and a storage building at the southeast corner of the intersection of Alicia Parkway and Aliso Hills Drive.

Purpose / Justification: Development of a park site for public use and to provide trail access, Community Center overflow parking, recreational amenities, and a City storage/yard facility. Three park concepts have been developed. The Park Planning Process is pending.

Other Agencies Involved: None

Outside Agencies/Entities Clearance or Coordination Needs: None

Operating Budget Impact: The development of the park site will increase the operating budget with additional landscape maintenance and site maintenance costs. The determination of these costs will vary depending upon which park option is chosen for development. At a minimum, the operating budget impact is anticipated to be \$4,000 per year for landscape maintenance and \$2,500 for utilities.

Source of Cost Estimates: Preliminary ☒ Based on Design ☐ Actual Bid ☐

Schedule: Future

Project Name: Aliso Hills Park
Project Number: 234

Site Map



Project Costs and Project Funding

	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	Future	Total
Project Costs:								
Planning/Design							200,000	200,000
Admin/Inspection							100,000	100,000
Land Acquisition								-
Construction							2,600,000	2,600,000
Operations & Maintenance								-
System Integration								-
Equipment								-
Total Cost	-	-	-	-	-	-	2,900,000	2,900,000
Project Funding:								
General Fund								-
Capital Reserve Funds								-
Gas Tax								-
Gas Tax - SB1 RMRA								-
Measure M2 - Competitive								-
CARITS								-
AB 2766								-
CDBG PFI								-
Quimby Act								-
Other								-
Unfunded							2,900,000	2,900,000
Total Funding	-	-	-	-	-	-	2,900,000	2,900,000

City of Laguna Hills Capital Improvement Project

Program: Parks

Project Name: Park Renovation

Project No.: 237



Description: Renovation of an existing park and playground at one of the City's parks to include the replacement of worn out site amenities such as benches, tables, and drinking fountains along with playground improvements to update worn equipment and amenities. This grant funded project is recommended to be applied to the Community Center and Sports Complex playground and picnic areas.

Purpose / Justification: Improve active park facilities and inventory for various public recreation uses.

Other Agencies Involved: None

Outside Agencies/Entities Clearance or Coordination Needs: None

Operating Budget Impact: No Change

Source of Cost Estimates: Preliminary ☒ Based on Design ☐ Actual Bid ☐

Schedule: Future

Project Name: Park Refurbishment Project
Project Number: 237

Site Map



Project Costs and Project Funding

	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	Future	Total
Project Costs:								
Planning/Design								-
Admin/Inspection								-
Land Acquisition								-
Construction								-
Operations & Maintenance		240,000						240,000
System Integration								-
Equipment								-
Total Cost	-	240,000	-	-	-	-	-	240,000
Project Funding:								
General Fund		40,000						40,000
Capital Reserve Funds								-
Gas Tax								-
Gas Tax - SB1 RMRA								-
Measure M2 - Competitive								-
CARITS								-
AB 2766								-
CDBG PFI								-
Quimby Act								-
Other - Prop 68		200,000						200,000
Unfunded								-
Total Funding	-	240,000	-	-	-	-	-	240,000

City of Laguna Hills Capital Improvement Project

Program: Parks

Project Name: Community Center and Sports Complex Field Renovations

Project No.: 238



Description: This project provides for the replacement of sports turf at the Community Center and Sports Complex on two soccer fields every other year and as needed irrigation and drainage modifications/reconstruction. The baseball fields at the Community Center and at Cabot Park receive additional maintenance at the same time.

Purpose / Justification: Safety improvements and playability improvements for the sports fields.

Other Agencies Involved: None

Outside Agencies/Entities Clearance or Coordination Needs: None

Operating Budget Impact: None

Source of Cost Estimates: Preliminary ☒ Based on Design ☐ Actual Bid ☐

Schedule: Summer of 2020, 2022 and 2024

Project Name: Community Center and Sports Complex Field Renovations
Project Number: 238

Site Map



Project Costs and Project Funding

	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	Future	Total
Project Costs:								
Planning/Design								-
Admin/Inspection								-
Land Acquisition								-
Construction		200,000		225,000		250,000		675,000
Operations & Maintenance								-
System Integration								-
Equipment								-
Total Cost	-	200,000	-	225,000	-	250,000	-	675,000
Project Funding:								
General Fund	-	200,000	-	225,000	-	250,000	-	675,000
Capital Reserve Funds								-
Gas Tax								-
Gas Tax - SB1 RMRA								-
Measure M2 - Competitive								-
CARITS								-
AB 2766								-
CDBG PFI								-
Quimby Act								-
Other								-
Unfunded								-
Total Funding	-	200,000	-	225,000	-	250,000	-	675,000

City of Laguna Hills Capital Improvement Project

Program: Parks

Project Name: General Park Renovations

Project No.: 241



Description: Renovation of existing park and playground improvements throughout the City's local park system to include the replacement of worn out site amenities such as benches, tables, and drinking fountains along with minor playground improvements to update worn equipment and surfacing. Projected estimates of needs over the next ten years, by park, are as follows:

Beckenham Park	\$ 75,000
Cabot Park	\$0
Clarington Park	\$125,000
Costeau Park	\$ 25,000
El Conejo Park	\$ 75,000
Knotty Pine Park	\$ 75,000
Mackenzie Park	\$ 60,000
Mandeville Park	\$ 25,000
Mendocino Park	\$150,000
San Remo Park	\$ 80,000
Santa Vittoria Park	\$250,000
Stockport Park	\$0
Veeh Ranch Park	\$125,000

Renovation work at the Community Center and Sports Complex is in a separate project.

Purpose / Justification: Update the park amenities and infrastructure for enhanced recreational value, safety and capital reinvestment on a recurring and rotating basis with funding every two years.

Other Agencies Involved: None

Outside Agencies/Entities Clearance or Coordination Needs: None

Operating Budget Impact: Reduce unscheduled maintenance of park amenities.

Source of Cost Estimates: Preliminary ☒ Based on Design ☐ Actual Bid ☐

Schedule: FY 2019-20, FY 2021-22 and FY 2023-24

Project Name: General Park Renovations
Project Number: 241

Site Map



Project Costs and Project Funding

	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	Future	Total
Project Costs:								
Planning/Design								-
Admin/Inspection								-
Land Acquisition								-
Construction	250,000		250,000		250,000			750,000
Operations & Maintenance								-
System Integration								-
Equipment								-
Total Cost	250,000	-	250,000	-	250,000	-		750,000
Project Funding:								
General Fund								-
Capital Reserve Funds	250,000		250,000		250,000			750,000
Gas Tax								-
Gas Tax - SB1 RMRA								-
Measure M2 - Competitive								-
CARITS								-
AB 2766								-
CDBG PFI								-
Quimby Act								-
Other								-
Unfunded								-
Total Funding	250,000	-	250,000	-	250,000	-		750,000

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CAPITAL IMPROVEMENT PROJECTS

PUBLIC FACILITIES

City of Laguna Hills Capital Improvement Project

Program: Public Facilities

Project Name: Civic Center Renovations

Project No.: 505



Description: Install publicly accessible electric vehicle charging stations at the Civic Center.

Purpose / Justification: Enhance the availability of supporting infrastructure for zero and near-zero emission vehicles in Laguna Hills.

Other Agencies Involved: None

Outside Agencies/Entities Clearance or Coordination Needs: None

Operating Budget Impact: None

Source of Cost Estimates: Preliminary ☒ Based on Design ☐ Actual Bid ☐

Schedule: FY 19-20

Project Name: Civic Center Renovations
Project Number: 505

[Site Map](#)



Project Costs and Project Funding

	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	Future	Total
Project Costs:								
Planning/Design								-
Admin/Inspection								-
Land Acquisition								-
Construction	50,000							50,000
Operations & Maintenance								-
System Integration								-
Equipment								-
Total Cost	50,000	-	-	-	-	-	-	50,000
Project Funding:								
General Fund								-
Capital Reserve Funds								-
Gas Tax								-
Gas Tax - SB1 RMRA								-
Measure M2 - Competitive								-
CARITS								-
AB 2766	50,000							50,000
CDBG PFI								-
Quimby Act								-
Other								-
Unfunded								-
Total Funding	50,000	-	-	-	-	-	-	50,000

City of Laguna Hills Capital Improvement Project

Program: Public Facilities

Project Name: Skate Facility Enhancements

Project No.: 506



Description: Enhance the functionality and security of the skate facility at the Laguna Hills Community Center and Sports Complex.

Purpose / Justification: Modification of the skate facility to improve its recreational value, enhance pedestrian access and hockey team warm up area between the skate facility and roller hockey rink, and add amenities.

Other Agencies Involved: None

Outside Agencies/Entities Clearance or Coordination Needs: None

Operating Budget Impact: May impact staffing obligations.

Source of Cost Estimates: Preliminary ☒ Based on Design ☐ Actual Bid ☐

Schedule: Future

Project Name: Skate Facility Enhancements
Project Number: 506

[Site Map](#)



Project Costs and Project Funding

	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	Future	Total
Project Costs:								
Planning/Design							50,000	50,000
Admin/Inspection							25,000	25,000
Land Acquisition								-
Construction							250,000	250,000
Operations & Maintenance								-
System Integration								-
Equipment								-
Total Cost	-	-	-	-	-	-	325,000	325,000
Project Funding:								
General Fund								-
Capital Reserve Funds								-
Gas Tax								-
Gas Tax - SB1 RMRA								-
Measure M2 - Competitive								-
CARITS								-
AB 2766								-
CDBG PFI								-
Quimby Act								-
Other								-
Unfunded							325,000	325,000
Total Funding	-	-	-	-	-	-	325,000	325,000

City of Laguna Hills Capital Improvement Project

Program: Public Facilities

Project Name: Equipment & Supply Storage Building

Project No.: 508



Description: Development of an approximately 3,000 SF building for storage of City equipment, vehicles and supplies. The building is to be located at the rear of the proposed Aliso Hills Park. The building would provide an office and restroom for field personnel.

Purpose / Justification: Provide City owned space for equipment, vehicle and supply storage, thus eliminating rented space, and provide a field location office for personnel. Consolidate storage.

Other Agencies Involved: None

Outside Agencies/Entities Clearance or Coordination Needs: None

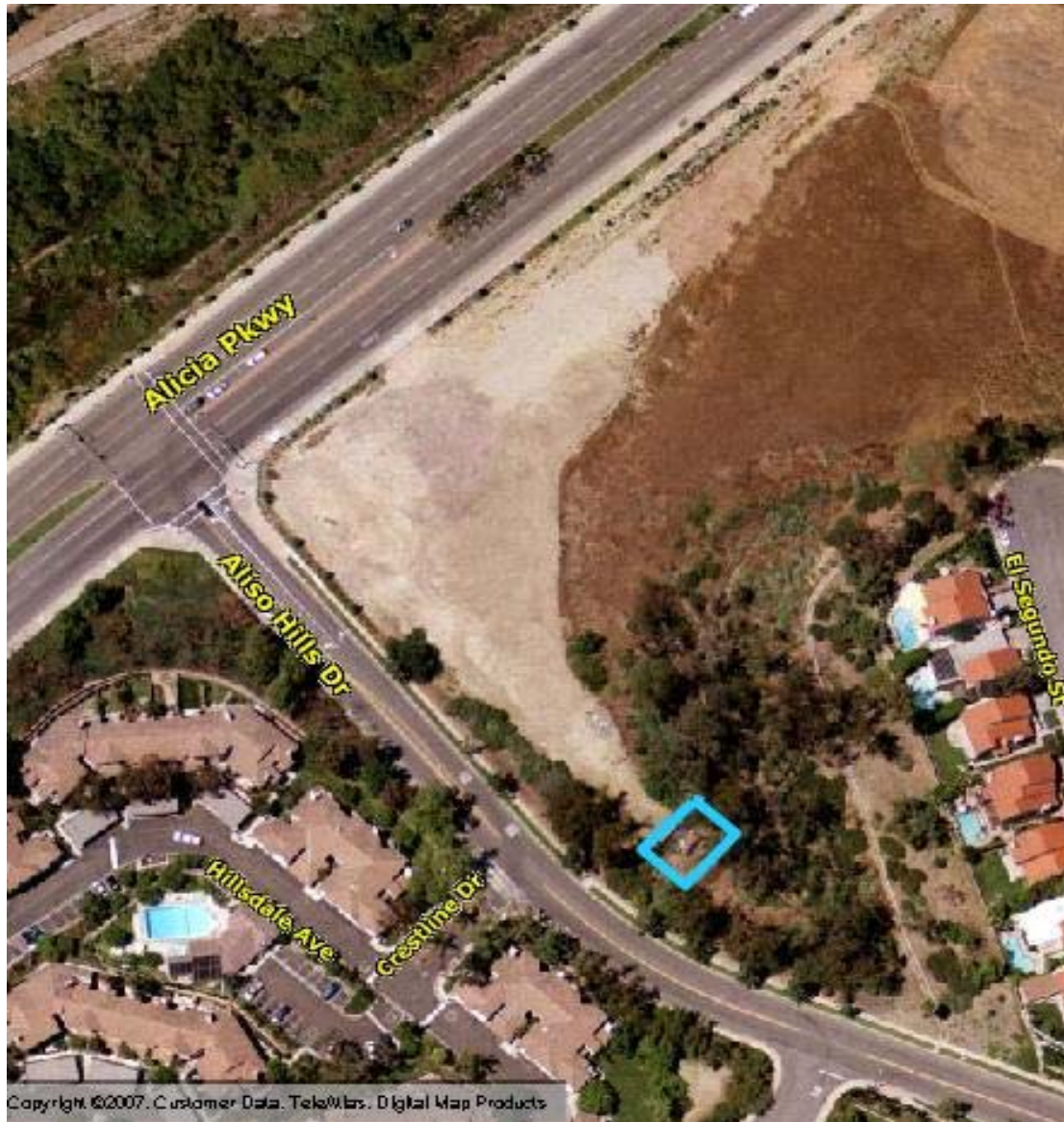
Operating Budget Impact: Annual building maintenance/utility costs estimated at \$6,000. Lease obligation reduction of \$6,500 per year.

Source of Cost Estimates: Preliminary ☒ Based on Design ☐ Actual Bid ☐

Schedule: Future

Project Name: Equipment & Supply Storage Building
Project Number: 508

Site Map



Project Costs and Project Funding

	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	Future	Total
Project Costs:								
Planning/Design							50,000	50,000
Admin/Inspection							25,000	25,000
Land Acquisition								-
Construction							500,000	500,000
Operations & Maintenance								-
System Integration								-
Equipment								-
Total Cost	-	-	-	-	-	-	575,000	575,000
Project Funding:								
General Fund								-
Capital Reserve Funds								-
Gas Tax								-
Gas Tax - SB1 RMRA								-
Measure M2 - Competitive								-
CARITS								-
AB 2766								-
CDBG PFI								-
Quimby Act								-
Other								-
Unfunded							575,000	575,000
Total Funding	-	-	-	-	-	-	575,000	575,000

City of Laguna Hills Capital Improvement Project

Program: Public Facilities

Project Name: Public Art Program - Civic Center

Project No.: 510



Description: Implement an “Early California History” theme of public art at the Laguna Hills Civic Center. The master plan identifies eleven pieces of art under the theme of California’s early history. Specifically, the public art displays will include a variety of art mediums illustrating early California life in Laguna Hills and the Saddleback Valley. Only two pieces of art remain: the plaza sculpture and the rotunda room off the Council Chambers.

Purpose / Justification: The City Council has adopted the Public Art Program and approved an implementation schedule. This type of program was also contemplated in the Urban Village Specific Plan and there is a public art fee in the Plan.

Other Agencies Involved: Unknown at this time. There may be some State agencies that offer public art grants.

Outside Agencies/Entities Clearance or Coordination Needs:
None

Operating Budget Impact: Minimal

Source of Cost Estimates: Preliminary ☒ Based on Design ☐ Actual Bid ☐

Schedule: Completion is subject to funding from development in the Urban Village Specific Plan area.

Project Name: Public Art Program - Civic Center
Project Number: 510

[Site Map](#)



Project Costs and Project Funding

	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	Future	Total
Project Costs:								
Planning/Design								-
Admin/Inspection								-
Land Acquisition								-
Construction/Fabrication							200,000	200,000
Operations & Maintenance								-
System Integration								-
Equipment								-
Total Cost	-	-	-	-	-	-	200,000	200,000
Project Funding:								
General Fund								-
Capital Reserve Funds								-
Gas Tax								-
Gas Tax - SB1 RMRA								-
Measure M2 - Competitive								-
CARITS								-
AB 2766								-
CDBG PFI								-
Quimby Act								-
Other - Public Art Fund								-
Unfunded							200,000	200,000
Total Funding	-	-	-	-	-	-	200,000	200,000

City of Laguna Hills Capital Improvement Project

Program: Public Facilities

Project Name: Community Center Renovations

Project No.: 513



Description: This project provides for various scheduled maintenance and equipment replacement at the Community Center building.

Purpose / Justification: Specified renovations to the interior and exterior of the Community Center Building are based upon recommendations made by a reserve analysis of the facility.

Other Agencies Involved: None

Outside Agencies/Entities Clearance or Coordination Needs: None

Operating Budget Impact: The project will reduce long-term maintenance costs.

Source of Cost Estimates: Preliminary ☒ Based on Design ☐ Actual Bid ☐

Schedule: Roof repairs and HVAC replacements and ADA improvements are planned for implementation in FY 2019-20. Carpeting replacement is planned for FY 2020-21. Other improvements per the Reserve Study schedule with budget values listed.

Project Name: Community Center Renovation
Project Number: 513

Site Map



Project Costs and Project Funding

	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	Future	Total
Project Costs:								
Planning/Design	30,000							30,000
Admin/Inspection								-
Land Acquisition								-
Construction/Maintenance	390,000	60,000	80,000	50,000	25,000			605,000
Operations & Maintenance								-
System Integration								-
Equipment								-
Total Cost	420,000	60,000	80,000	50,000	25,000	-	-	635,000
Project Funding:								
General Fund	350,000							350,000
Capital Reserve Funds		60,000	80,000	50,000	25,000			215,000
Gas Tax								-
Gas Tax - SB1 RMRA								-
Measure M2 - Competitive								-
CARITS								-
AB 2766								-
CDBG PFI	70,000							70,000
Quimby Act								-
Other								-
Unfunded								-
Total Funding	420,000	60,000	80,000	50,000	25,000	-	-	635,000

City of Laguna Hills Capital Improvement Project

Program: Public Facilities

Project Name: Sports Complex Renovations

Project No.: 514



Description: This project provides for various scheduled maintenance and equipment replacement at the Community Center Sports Complex and the addition of an electronic reader board for public information purposes.

Purpose / Justification: Specified renovations to Sports Complex are based on recommendations made by a Reserve Analysis to replace aging infrastructure in a timely manner as well as to install added amenities as directed.

Other Agencies Involved: None

Outside Agencies/Entities Clearance or Coordination Needs: None

Operating Budget Impact: Projects will generally reduce long-term maintenance costs.

Source of Cost Estimates: Preliminary ☒ Based on Design ☐ Actual Bid ☐

Schedule: Electronic reader board is planned for implementation in FY 2019-20 and other improvements as scheduled per the Reserve Analysis.

Project Name: Sports Complex Renovations
Project Number: 514

Site Map



Project Costs and Project Funding

	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	Future	Total
Project Costs:								
Planning/Design								-
Admin/Inspection								-
Land Acquisition								-
Construction/Maintenance	125,000	25,000		30,000	125,000			305,000
Operations & Maintenance								-
System Integration								-
Equipment								-
Total Cost	125,000	25,000	-	30,000	125,000	-	-	305,000
Project Funding:								
General Fund	125,000							125,000
Capital Reserve Funds		25,000		30,000	125,000			180,000
Gas Tax								-
Gas Tax - SB1 RMRA								-
Measure M2 - Competitive								-
CARITS								-
AB 2766								-
CDBG PFI								-
Quimby Act								-
Other								-
Unfunded								-
Total Funding	125,000	25,000	-	30,000	125,000	-	-	305,000

City of Laguna Hills Capital Improvement Project

Program: Public Facilities

Project Name: Community Center & Sports Complex Energy Efficient Field Lights

Project No.: 515



Description: Upgrade the existing sports field lighting, originally installed in 1999, at the Community Center & Sports Complex to high efficiency and energy conserving light fixtures for the Soccer Fields, Little League Baseball Field and Skate Park/Roller Hockey use areas.

Purpose / Justification: Energy conservation and improved lighting levels for sports field activities.

Other Agencies Involved: None

Outside Agencies/Entities Clearance or Coordination Needs: None

Operating Budget Impact: May reduce energy costs up to 50% of current rates.

Source of Cost Estimates: Preliminary ☒ Based on Design ☐ Actual Bid ☐

Schedule: Future

Project Name: Community Center and Sports Complex Energy Efficient Field Lights
Project Number: 515

Site Map



Project Costs and Project Funding

	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	Future	Total
Project Costs:								
Planning/Design							25,000	25,000
Admin/Inspection							10,000	10,000
Land Acquisition								-
Construction								-
Operations & Maintenance								-
System Integration								-
Equipment							265,000	265,000
Total Cost	-	-	-	-	-	-	300,000	300,000
Project Funding:								
General Fund								-
Capital Reserve Funds								-
Gas Tax								-
Gas Tax - SB1 RMRA								-
Measure M2 - Competitive								-
CARITS								-
AB 2766								-
CDBG PFI								-
Quimby Act								-
Other								-
Unfunded							300,000	300,000
Total Funding	-	-	-	-	-	-	300,000	300,000

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CAPITAL IMPROVEMENT PROJECTS

TRAILS AND OPEN SPACE

City of Laguna Hills Capital Improvement Project

Program: Trails and Open Space

Project Name: Trails Master Plan

Project No.: 601



Description: Trail improvement implementation per the Open Space and Trail Master Plan not otherwise described in specific projects.

Purpose / Justification: Trail connections, gap closures, extensions and trail head plazas to serve the community.

Other Agencies Involved: None

Outside Agencies/Entities Clearance or Coordination Needs: None

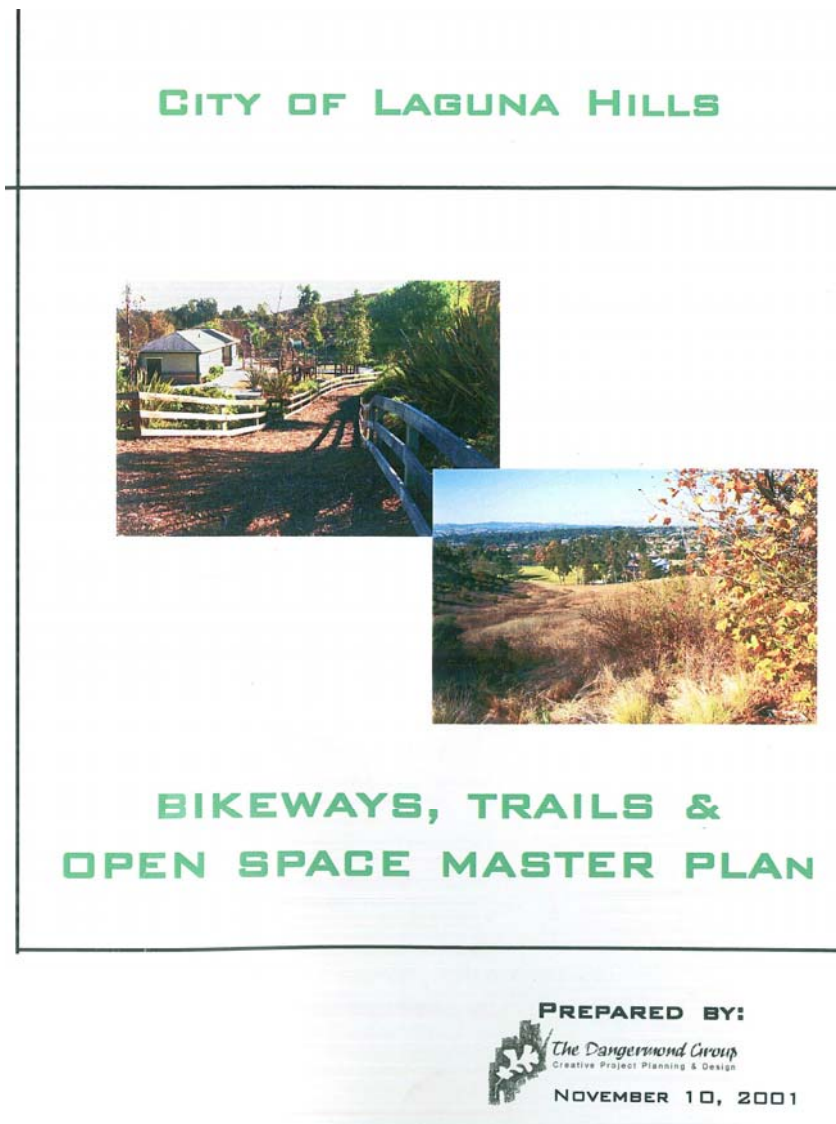
Operating Budget Impact: Unknown

Source of Cost Estimates: Preliminary ☒ Based on Design ☐ Actual Bid ☐

Schedule: Future

Project Name: Trails Master Plan - Other Projects
Project Number: 601

Site Map



Project Costs and Project Funding

	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	Future	Total
Project Costs:								
Planning/Design							250,000	250,000
Admin/Inspection							125,000	125,000
Land Acquisition								-
Construction							2,500,000	2,500,000
Operations & Maintenance								-
System Integration								-
Equipment								-
Total Cost	-	-	-	-	-	-	2,875,000	2,875,000
Project Funding:								
General Fund								-
Capital Reserve Funds								-
Gas Tax								-
Gas Tax - SB1 RMRA								-
Measure M2 - Competitive								-
CARITS								-
AB 2766								-
CDBG PFI								-
Quimby Act								-
Other								-
Unfunded							2,875,000	2,875,000
Total Funding	-	-	-	-	-	-	2,875,000	2,875,000

City of Laguna Hills Capital Improvement Project

Program: Trails and Open Space

Project Name: Trail Head Plaza

Project No.: 606



Description: Development of 19 Trail Head Plazas per the Open Space and Trails Master Plan. One Trail Head Plaza at Clarington Park has been constructed. Five Trail Head Plazas have been designed. 14 sites are pending design. The five designed locations are at Aliso Creek/Paseo de Valencia; Community Center at Alicia Channel/Indian Hill Trail; La Paz Open Space at Moulton Parkway; Mendocino Park at Loop Trail; and Christina Court at Aliso Creek.

Purpose / Justification: Identify the access to the public trail system. Provide information on the trail system.

Other Agencies Involved: Locations that relate to the County Trail system may require a permit from OC Parks.

Outside Agencies/Entities Clearance or Coordination Needs: None

Operating Budget Impact: Minor maintenance of each Trail Head Plaza estimated at \$500 per year per location.

Source of Cost Estimates: Preliminary ☒ Based on Design ☐ Actual Bid ☐

Schedule: Future

Project Name: Trail Head Plazas
Project Number: 606

[Site Map](#)



Project Costs and Project Funding

	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	Future	Total
Project Costs:								
Planning/Design							100,000	100,000
Admin/Inspection							75,000	75,000
Land Acquisition								-
Construction							1,000,000	1,000,000
Operations & Maintenance								-
System Integration								-
Equipment								-
Total Cost	-	-	-	-	-	-	1,175,000	1,175,000
Project Funding:								
General Fund								-
Capital Reserve Funds								-
Gas Tax								-
Gas Tax - SB1 RMRA								-
Measure M2 - Competitive								-
CARITS								-
AB 2766								-
CDBG PFI								-
Quimby Act								-
Other								-
Unfunded							1,175,000	1,175,000
Total Funding	-	-	-	-	-	-	1,175,000	1,175,000

City of Laguna Hills Capital Improvement Project

Program: Trails and Open Space

Project Name: Aliso Hills Channel Ped Crossing JO5PO3

Project No.: 607



Description: Replace the County constructed low flow/grade crossing of Aliso Hills Channel, northerly of Alicia Parkway near Ramona Street.

Purpose / Justification: Trail linkage per the Open Space and Trails Master Plan.

Other Agencies Involved: None

Outside Agencies/Entities Clearance or Coordination Needs: County of Orange

Operating Budget Impact: None

Source of Cost Estimates: Preliminary ☒ Based on Design ☐ Actual Bid ☐

Schedule: Future

Project Name: Aliso Hills Channel Pedestrian Crossing JO5PO3
Project Number: 607

Site Map



Project Costs and Project Funding

	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	Future	Total
Project Costs:								
Planning/Design							75,000	75,000
Admin/Inspection							50,000	50,000
Land Acquisition								-
Construction							325,000	325,000
Operations & Maintenance								-
System Integration								-
Equipment								-
Total Cost	-	-	-	-	-	-	450,000	450,000
Project Funding:								
General Fund								-
Capital Reserve Funds								-
Gas Tax								-
Gas Tax - SB1 RMRA								-
Measure M2 - Competitive								-
CARITS								-
AB 2766								-
CDBG PFI								-
Quimby Act								-
Other								-
Unfunded							450,000	450,000
Total Funding	-	-	-	-	-	-	450,000	450,000

City of Laguna Hills Capital Improvement Project

Program: Trails and Open Space

Project Name: Multi-use Trail - Alicia to La Paz

Project No.: 608



Description: Bike path and multi-use trail from Alicia Parkway to La Paz Road in the Alicia/La Paz Open Space and portions of SCE easement per the Open Space and Trails Master Plan. This trail connects to the Loop Trail, CIP No. 610, the Alicia Parkway Pedestrian Overpass, CIP No. 612, Aliso Hills Park, CIP No. 234 and La Paz Open Space trails, CIP No. 611.

Purpose / Justification: Trail linkage and recreational enhancement.

Other Agencies Involved: None

Outside Agencies/Entities Clearance or Coordination Needs: A Letter of Consent is required with Southern California Edison Company to allow the formal trail development to occur within their easement area.

Operating Budget Impact: Additional trail and minor landscape maintenance estimated at \$3000 per year.

Source of Cost Estimates: Preliminary ☒ Based on Design ☐ Actual Bid ☐

Schedule: Future

Project Name: Multi-use Trail - Alicia to La Paz
Project Number: 608

Site Map



Project Costs and Project Funding

	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	Future	Total
Project Costs:								
Planning/Design							100,000	100,000
Admin/Inspection							75,000	75,000
Land Acquisition								-
Construction							4,000,000	4,000,000
Operations & Maintenance								-
System Integration								-
Equipment								-
Total Cost	-	-	-	-	-	-	4,175,000	4,175,000
Project Funding:								
General Fund								-
Capital Reserve Funds								-
Gas Tax								-
Gas Tax - SB1 RMRA								-
Measure M2 - Competitive								-
CARITS								-
AB 2766								-
CDBG PFI								-
Quimby Act								-
Other								-
Unfunded							4,175,000	4,175,000
Total Funding	-	-	-	-	-	-	4,175,000	4,175,000

City of Laguna Hills Capital Improvement Project

Program: Trails and Open Space

Project Name: Multi-use Trail - Community Center to Indian Hill

Project No.: 609



Description: Bike path and multi-use trail from the Community Center & Sports Complex, within the SCE transmission line easement, to Indian Hill Lane per the Open Space and Trails Master Plan. The trail has been substantially designed. Right of way acquisition is pending.

Purpose / Justification: Trail linkage and recreational enhancement

Other Agencies Involved: An easement needs to be acquired from the Aliso Viejo Community Association (or a sub-association) for a portion of the trail route.

Outside Agencies/Entities Clearance or Coordination Needs: A Letter of Consent is required from Southern California Edison Company to allow the formal trail development to occur within their easement area.

Operating Budget Impact: Additional trail and minor landscape maintenance estimated at \$1,000 per year.

Source of Cost Estimates: Preliminary ☐ Based on Design ☒ Actual Bid ☐

Schedule: Future

Project Name: Multi-use Trail - Community Center to Indian Hill
Project Number: 609

[Site Map](#)



Project Costs and Project Funding

	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	Future	Total
Project Costs:								
Planning/Design							75,000	75,000
Admin/Inspection							50,000	50,000
Land Acquisition							50,000	50,000
Construction							700,000	700,000
Operations & Maintenance								-
System Integration								-
Equipment								-
Total Cost	-	-	-	-	-	-	875,000	875,000
Project Funding:								
General Fund								-
Capital Reserve Funds								-
Gas Tax								-
Gas Tax - SB1 RMRA								-
Measure M2 - Competitive								-
CARITS								-
AB 2766								-
CDBG PFI								-
Quimby Act								-
Other								-
Unfunded							875,000	875,000
Total Funding	-	-	-	-	-	-	875,000	875,000

City of Laguna Hills Capital Improvement Project

Program: Trails and Open Space

Project Name: Loop Trails in Alicia Open Space

Project No.: 610



Description: Multi-use trail from Medocino Park to Alicia-La Paz Trail. To be coordinated with CIP No. 608.

Purpose / Justification: Trail linkage per the Open Space and Trails Master Plan

Other Agencies Involved: None

Outside Agencies/Entities Clearance or Coordination Needs: None

Operating Budget Impact: Minor trail maintenance estimated at \$1000/year

Source of Cost Estimates: Preliminary ☒ Based on Design ☐ Actual Bid ☐

Schedule: Future

Project Name: Loop Trails in Alicia Open Space
Project Number: 610

[Site Map](#)



Project Costs and Project Funding

	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	Future	Total
Project Costs:								
Planning/Design							50,000	50,000
Admin/Inspection							25,000	25,000
Land Acquisition								-
Construction							350,000	350,000
Operations & Maintenance								-
System Integration								-
Equipment								-
Total Cost	-	-	-	-	-	-	425,000	425,000
Project Funding:								
General Fund								-
Capital Reserve Funds								-
Gas Tax								-
Gas Tax - SB1 RMRA								-
Measure M2 - Competitive								-
CARITS								-
AB 2766								-
CDBG PFI								-
Quimby Act								-
Other								-
Unfunded							425,000	425,000
Total Funding	-	-	-	-	-	-	425,000	425,000

City of Laguna Hills Capital Improvement Project

Program: Trails and Open Space

Project Name: La Paz Multi-Use Trail - Alameda Avenue to Paseo de Valencia

Project No.: 611



Description: Multi-use trail development on the northside of La Paz Road, in the open space, between Alameda Avenue and Paseo de Valencia. This trail is an extension of the trail completed on the northside of La Paz Road from Moulton Parkway to Alameda Avenue and will connect to the future Alicia-La Paz trail.

Purpose / Justification: Trail linkage per the Open Space and Trails Master Plan.

Other Agencies Involved: None

Outside Agencies/Entities Clearance or Coordination Needs: None

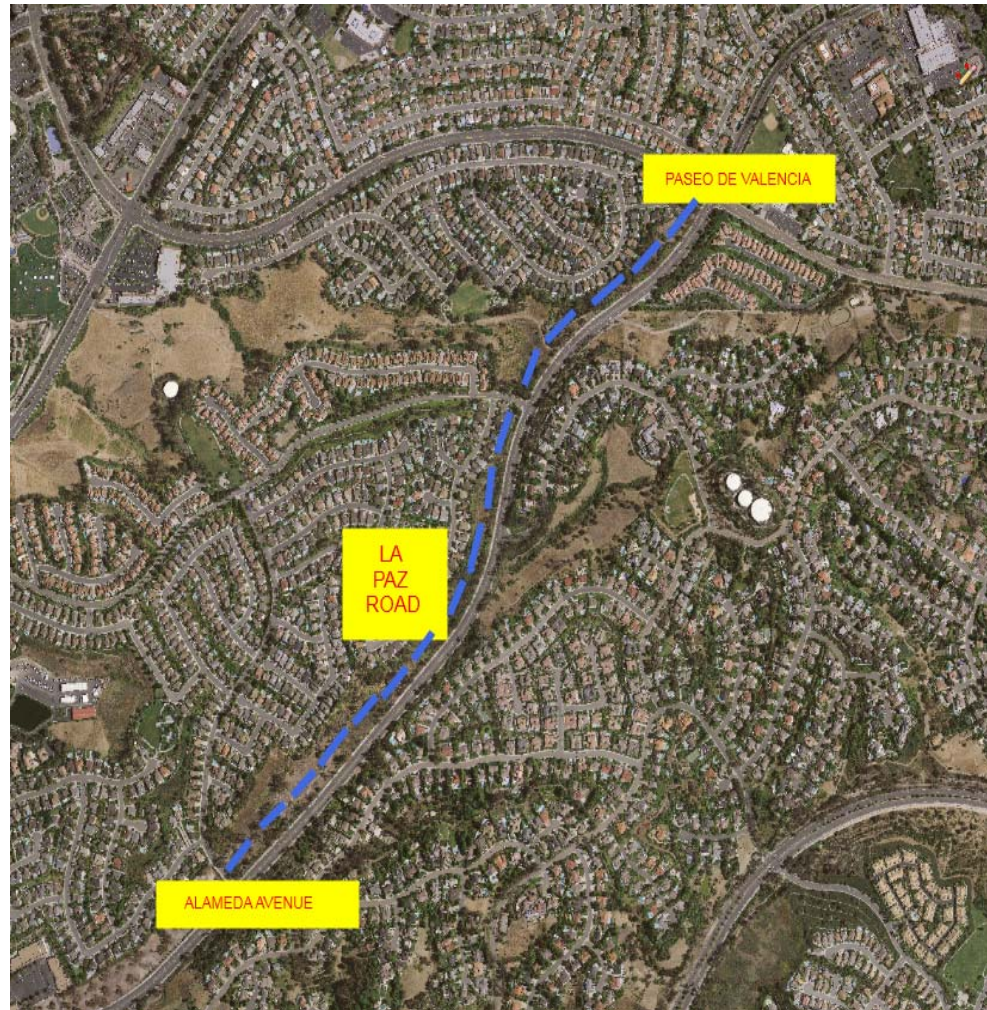
Operating Budget Impact: Minor trail maintenance estimated at \$2,000 per year, additional landscape maintenance costs of \$10,000 per year and \$5,000 in utility costs per year.

Source of Cost Estimates: Preliminary ☒ Based on Design ☐ Actual Bid ☐

Schedule: Future

Project Name: La Paz Multi-use Trail - Alameda to Paseo de Valencia
Project Number: 611

Site Map



Project Costs and Project Funding

	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	Future	Total
Project Costs:								
Planning/Design							250,000	250,000
Admin/Inspection							100,000	100,000
Land Acquisition								-
Construction							8,500,000	8,500,000
Operations & Maintenance								-
System Integration								-
Equipment								-
Total Cost	-	-	-	-	-	-	8,850,000	8,850,000
Project Funding:								
General Fund								-
Capital Reserve Funds								-
Gas Tax								-
Gas Tax - SB1 RMRA								-
Measure M2 - Competitive								-
CARITS								-
AB 2766								-
CDBG PFI								-
Quimby Act								-
Other								-
Unfunded							8,850,000	8,850,000
Total Funding	-	-	-	-	-	-	8,850,000	8,850,000

City of Laguna Hills Capital Improvement Project

Program: Trails and Open Space

Project Name: Alicia Pedestrian Bridge at Trail

Project No.: 612



Description: Pedestrian bridge across Alicia Parkway generally between Community Center Drive and Via Lomas as a trail linkage per the Open Space and Trails Master Plan - outside the SCE right of way.

Purpose / Justification: To provide a pedestrian separated crossing and enhance the convenience of trail usage/trail linkage.

Other Agencies Involved: None

Outside Agencies/Entities Clearance or Coordination Needs: None

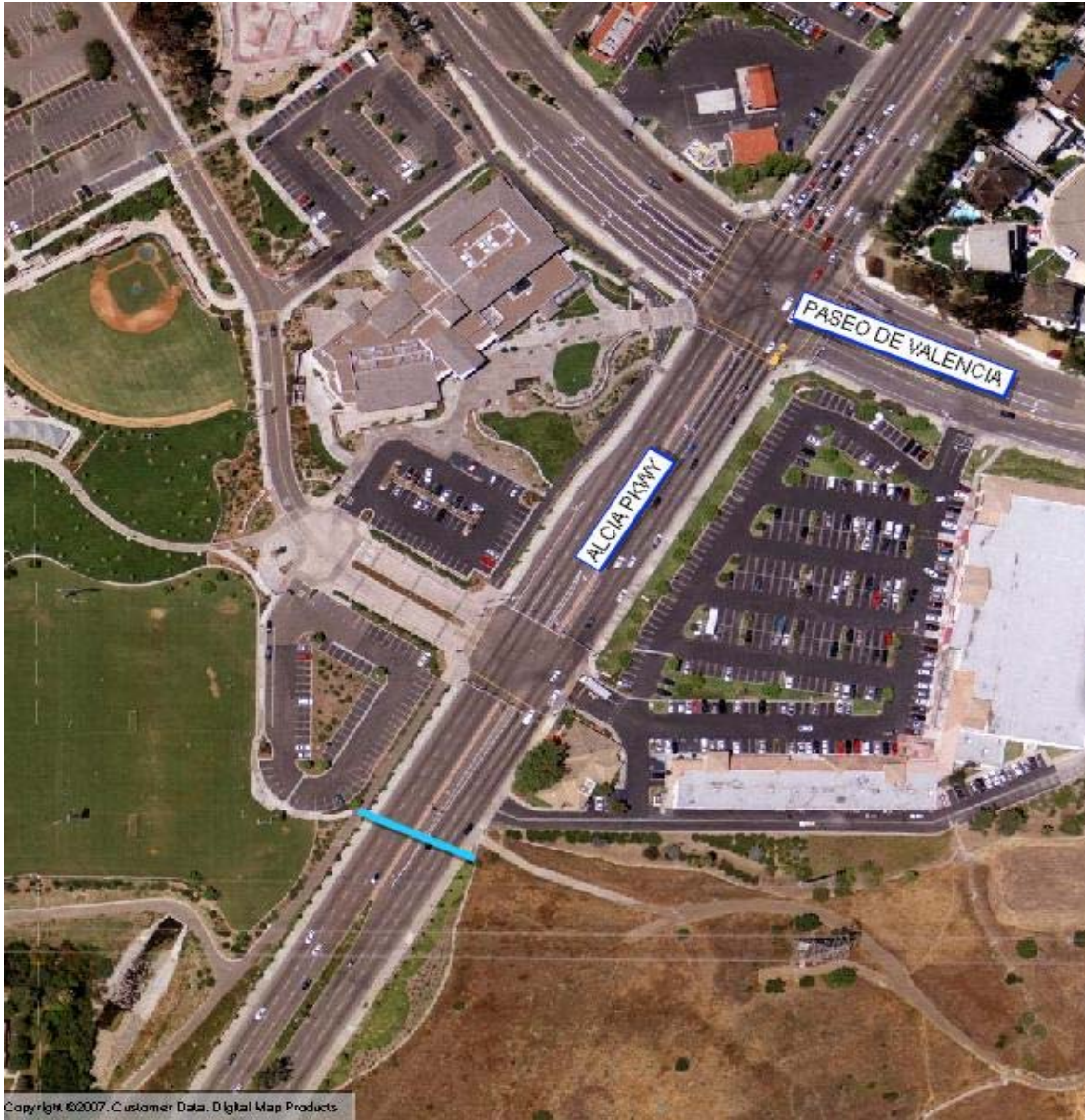
Operating Budget Impact: Minimal costs for routine cleaning of facility

Source of Cost Estimates: Preliminary ☒ Based on Design ☐ Actual Bid ☐

Schedule: Future

Project Name: Alicia Pedestrian Bridge at Trail
Project Number: 612

Site Map



Project Costs and Project Funding

	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	Future	Total
Project Costs:								
Planning/Design							150,000	150,000
Admin/Inspection							75,000	75,000
Land Acquisition								-
Construction							1,000,000	1,000,000
Operations & Maintenance								-
System Integration								-
Equipment								-
Total Cost	-	-	-	-	-	-	1,225,000	1,225,000
Project Funding:								
General Fund								-
Capital Reserve Funds								-
Gas Tax								-
Gas Tax - SB1 RMRA								-
Measure M2 - Competitive								-
CARITS								-
AB 2766								-
CDBG PFI								-
Quimby Act								-
Other								-
Unfunded							1,225,000	1,225,000
Total Funding	-	-	-	-	-	-	1,225,000	1,225,000

City of Laguna Hills Capital Improvement Project

Program: Trails and Open Space

Project Name: Trail along SJHTC

Project No.: 613



Description: Top of slope multi-use trail from Greenfield Drive to Maverick Circle per the Open Space and Trails Master Plan.

Purpose / Justification: Trail linkage and recreational enhancement.

Other Agencies Involved: Caltrans

Outside Agencies/Entities Clearance or Coordination Needs:

Caltrans - this trail is not consistent with Caltrans policies, would require a permit or agreement from Caltrans and may not be approved.

Operating Budget Impact: Additional trail maintenance estimated at \$1,000 per year.

Source of Cost Estimates: Preliminary ☒ Based on Design ☐ Actual Bid ☐

Schedule: Future

Project Name: Trail along SJHTC
Project Number: 613

Site Map



Project Costs and Project Funding

	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	Future	Total
Project Costs:								
Planning/Design							75,000	75,000
Admin/Inspection							50,000	50,000
Land Acquisition								-
Construction							250,000	250,000
Operations & Maintenance								-
System Integration								-
Equipment								-
Total Cost	-	-	-	-	-	-	375,000	375,000
Project Funding:								
General Fund								-
Capital Reserve Funds								-
Gas Tax								-
Gas Tax - SB1 RMRA								-
Measure M2 - Competitive								-
CARITS								-
AB 2766								-
CDBG PFI								-
Quimby Act								-
Other								-
Unfunded							375,000	375,000
Total Funding	-	-	-	-	-	-	375,000	375,000

City of Laguna Hills Capital Improvement Project

Program: Trails & Open Space

Project Name: Alicia Open Space Landscape Renovation

Project No.: 614



Description: Open space landscape renovation throughout the Alicia/La Paz Open Space per the Open Space and Trails Master Plan. 54 acres. The project can be phased over many years. A ten-year plan is recommended.

Purpose / Justification: Convert low value weed and obnoxious plant materials to upland and riparian habitats.

Other Agencies Involved: None

Outside Agencies/Entities Clearance or Coordination Needs: None

Operating Budget Impact: Reduce annual weed abatement program by an estimated \$20,000. Annual landscape maintenance costs of \$60,000 and utility costs of \$30,000.

Source of Cost Estimates: Preliminary ☒ Based on Design ☐ Actual Bid ☐

Schedule: Future

Project Name: Alicia Open Space Landscaping
Project Number: 614

Site Map



Project Costs and Project Funding

	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	Future	Total
Project Costs:								
Planning/Design							250,000	250,000
Admin/Inspection							125,000	125,000
Land Acquisition								-
Construction							16,000,000	16,000,000
Operations & Maintenance								-
System Integration								-
Equipment								-
Total Cost	-	-	-	-	-	-	16,375,000	16,375,000
Project Funding:								
General Fund								-
Capital Reserve Funds								-
Gas Tax								-
Gas Tax - SB1 RMRA								-
Measure M2 - Competitive								-
CARITS								-
AB 2766								-
CDBG PFI								-
Quimby Act								-
Other								-
Unfunded							16,375,000	16,375,000
Total Funding	-	-	-	-	-	-	16,375,000	16,375,000

City of Laguna Hills Capital Improvement Project

Program: Trails and Open Space

Project Name: La Paz Open Space Riparian Habitat

Project No.: 615



Description: Open space landscape renovation throughout the La Paz Open Space from Alameda Avenue to Paseo de Valencia per the Open Space and Trails Master Plan. Area of 30 acres. A first phase project was completed for the area between Moulton Parkway and Alameda Avenue utilizing a riparian habitat plant palette.

Purpose / Justification: Convert low value weed and obnoxious plant materials to high value upland and riparian habitats.

Other Agencies Involved: None

Outside Agencies/Entities Clearance or Coordination Needs: None

Operating Budget Impact: Reduce annual weed abatement program by an estimated \$10,000. Annual landscape maintenance costs of \$45,000 and utility cost of \$40,000.

Source of Cost Estimates: Preliminary ☒ Based on Design ☐ Actual Bid ☐

Schedule: Future

Project Name: La Paz Open Space Riparian Habitat- Alameda to Paseo de Valencia
Project Number: 615

Site Map



Project Costs and Project Funding

	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	Future	Total
Project Costs:								
Planning/Design							200,000	200,000
Admin/Inspection							100,000	100,000
Land Acquisition								-
Construction							12,000,000	12,000,000
Operations & Maintenance								-
System Integration								-
Equipment								-
Total Cost	-	-	-	-	-	-	12,300,000	12,300,000
Project Funding:								
General Fund								-
Capital Reserve Funds								-
Gas Tax								-
Gas Tax - SB1 RMRA								-
Measure M2 - Competitive								-
CARITS								-
AB 2766								-
CDBG PFI								-
Quimby Act								-
Other								-
Unfunded							12,300,000	12,300,000
Total Funding	-	-	-	-	-	-	12,300,000	12,300,000

City of Laguna Hills Capital Improvement Project

Program: Trails and Open Space

Project Name: Aliso Hills Area Open Space

Project No.: 616



Description: Renovation of existing irrigated and landscaped slope areas adjacent to homes within the open spaces generally bounded by Paseo de Valencia, Alicia Parkway, Moulton Parkway and La Paz Road. Six specific areas are:
1) Aliso Hills Road - north-eastside, 150,000 sf.; 2) northwest of Mendocino Park - 280,000 sf; 3) eastside Paseo de Valencia - 75,000 sf; 4) southeast of Mendocino Park - 160,000 sf; 5) northside of La Paz Road from Aliso Hills Road to Paseo de Valencia - 120,000 sf; and 6) north of Mendocino Park - 220,000 sf. The project can be phased over several years and is suitable for inclusion in Landscape Maintenance Assessment District.

Purpose / Justification: Replace antiquated irrigation and marginal landscaping for improved aesthetics, water conservation and community satisfaction. The irrigation system within these areas are upwards of 30 years old, consist of galvanized iron pipe and is not functional in many areas. The landscaping is marginal and is a common source of resident complaint.

Other Agencies Involved: None

Outside Agencies/Entities Clearance or Coordination Needs: None

Operating Budget Impact: The landscape improvements within these areas are already under landscape maintenance resulting in no cost increases. The annual landscape maintenance cost is approximately \$40,000. Utility costs may slightly decrease or increase depending upon the final landscape materials installed at these seven locations. The annual utility cost is approximately \$30,000.

Source of Cost Estimates: Preliminary ☒ Based on Design ☐ Actual Bid ☐

Schedule: Future

Project Name: Aliso Hills Area Open Space
Project Number: 616

Site Map



Project Costs and Project Funding

	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	Future	Total
Project Costs:								
Planning/Design							250,000	250,000
Admin/Inspection							125,000	125,000
Land Acquisition								-
Construction							4,250,000	4,250,000
Operations & Maintenance								-
System Integration								-
Equipment								-
Total Cost	-	-	-	-	-	-	4,625,000	4,625,000
Project Funding:								
General Fund								-
Capital Reserve Funds								-
Gas Tax								-
Gas Tax - SB1 RMRA								-
Measure M2 - Competitive								-
CARITS								-
AB 2766								-
CDBG PFI								-
Quimby Act								-
Other								-
Unfunded							4,625,000	4,625,000
Total Funding	-	-	-	-	-	-	4,625,000	4,625,000

City of Laguna Hills Capital Improvement Project

Program: Trails and Open Space

Project Name: Oso Parkway Open Space Landscape

Project No.: 617



Description: The renovation of the Oso Parkway Open Spaces, both north and south of Oso Parkway between Moulton Parkway and Cabot Road. The northside landscaping is irrigated and ornamental and the southside landscaping is riparian. The project can be phased over several years and is suitable for inclusion in a Landscape Maintenance Assessment District. This project entails the balance of the City's open spaces along Oso Parkway not improved with CIP Nos. 603 and 604 (FY2008-09)

Purpose / Justification: The existing irrigation system and landscaping on the northside of Oso Parkway is antiquated and requires replacement for proper growth and maintenance. The southside Oso Parkway landscaping is generally not landscaped and is proposed to be developed into riparian and some wetlands habitat consistent with the Open Space and Trails and Master Plan. The area on the northside of Oso Parkway represents approximately 27 acres of slope and parkway landscaping. The area on the southside of Oso Parkway represents approximately 39 acres of hill and valley landscaping.

Other Agencies Involved: None

Outside Agencies/Entities Clearance or Coordination Needs: None

Operating Budget Impact: The northside Oso Parkway landscaping area is already under contract for landscape maintenance and there will be no change in that cost. However, the repair and improvement of the irrigation system may result in slightly higher or lower utility expenses depending upon the plant material selected. The southside Oso Parkway will involve all new landscaping and will result in an estimated annual maintenance cost increase of \$50,000. Utility cost increase of approximately \$5000.

Source of Cost Estimates: Preliminary ☒ Based on Design ☐ Actual Bid ☐

Schedule: Future

Project Name: Oso Parkway Open Space Landscape
Project Number: 617

Site Map



Project Costs and Project Funding

	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	Future	Total
Project Costs:								
Planning/Design							250,000	250,000
Admin/Inspection							125,000	125,000
Land Acquisition								-
Construction							8,000,000	8,000,000
Operations & Maintenance								-
System Integration								-
Equipment								-
Total Cost	-	-	-	-	-	-	8,375,000	8,375,000
Project Funding:								
General Fund								-
Capital Reserve Funds								-
Gas Tax								-
Gas Tax - SB1 RMRA								-
Measure M2 - Competitive								-
CARITS								-
AB 2766								-
CDBG PFI								-
Quimby Act								-
Other								-
Unfunded							8,375,000	8,375,000
Total Funding	-	-	-	-	-	-	8,375,000	8,375,000

City of Laguna Hills Capital Improvement Project

Program: Trails and Open Space

Project Name: Ridge Route Open Space

Project No.: 618



Description: Temporary conversion of road right of way to alternate uses of trail, passive park, community garden and/or RV storage/parking lot.

Purpose / Justification: Temporary utilization of future road right of way.

Other Agencies Involved: None

Outside Agencies/Entities Clearance or Coordination Needs: None

Operating Budget Impact: Annual landscape maintenance cost of \$3,000 and utility costs of \$2000.

Source of Cost Estimates: Preliminary ☒ Based on Design ☐ Actual Bid ☐

Schedule: Future

Project Name: Ridge Route Open Space
Project Number: 618

[Site Map](#)



Project Costs and Project Funding

	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	Future	Total
Project Costs:								
Planning/Design							100,000	100,000
Admin/Inspection							50,000	50,000
Land Acquisition								-
Construction							700,000	700,000
Operations & Maintenance								-
System Integration								-
Equipment								-
Total Cost	-	-	-	-	-	-	850,000	850,000
Project Funding:								
General Fund								-
Capital Reserve Funds								-
Gas Tax								-
Gas Tax - SB1 RMRA								-
Measure M2 - Competitive								-
CARITS								-
RSTP Federal Map-21								-
Other								-
Quimby Act								-
Other								-
Unfunded							850,000	850,000
Total Funding	-	-	-	-	-	-	850,000	850,000

City of Laguna Hills Capital Improvement Project

Program: Trails and Open Space

Project Name: Slope Renovation South of Aliso Creek

Project No.: 619



Description: Renovation of an existing landscape slope southerly of Aliso Creek and westerly of I-5. This slope is approximately 2.4 acres and is in prominent public view.

Purpose / Justification: Replace antiquated irrigation and marginal landscape materials for improved aesthetics, water conservation and community satisfaction.

Other Agencies Involved: None

Outside Agencies/Entities Clearance or Coordination Needs: None

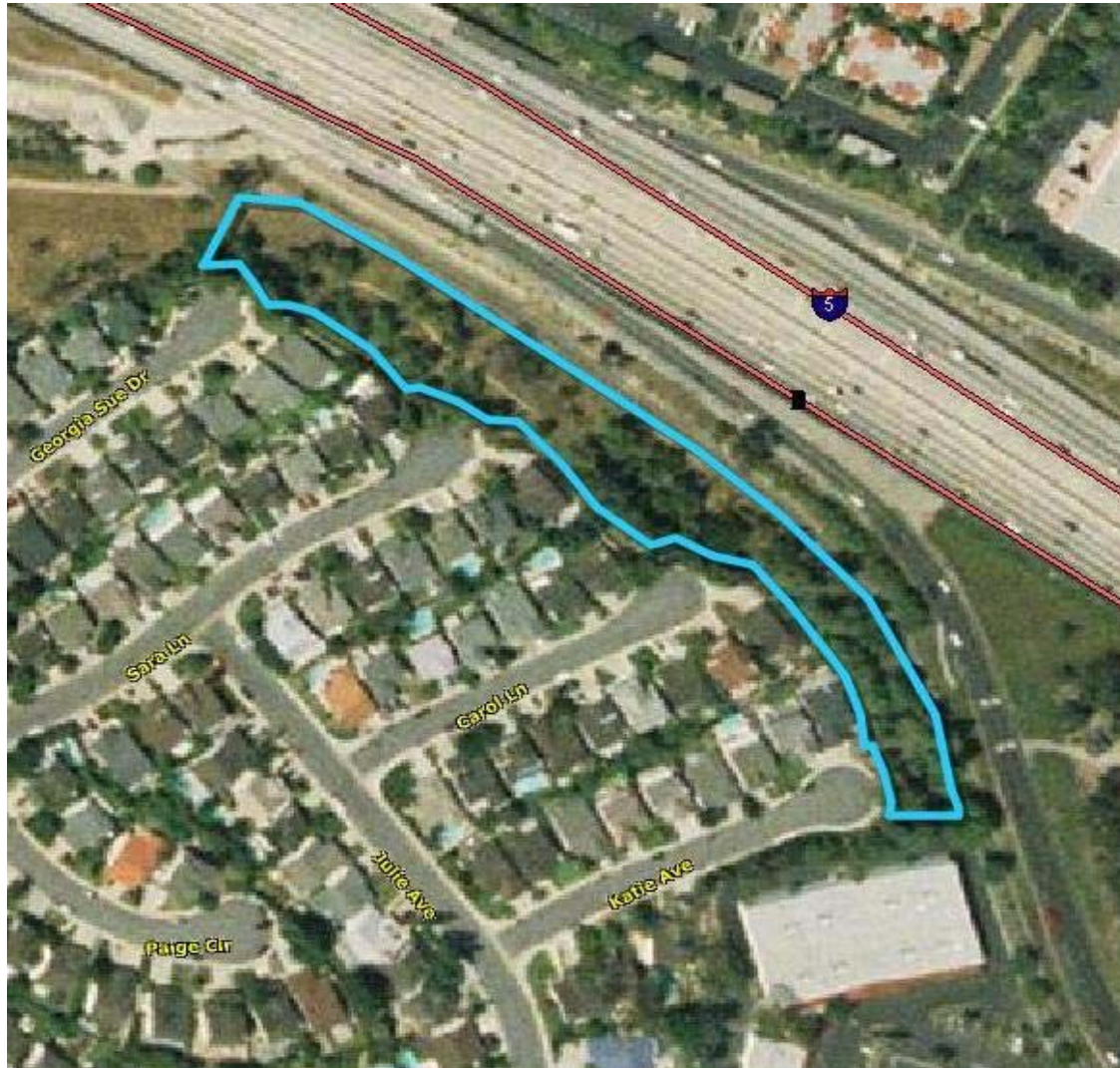
Operating Budget Impact: This site is already included in our landscape maintenance budget, no net change expected.

Source of Cost Estimates: Preliminary ☒ Based on Design ☐ Actual Bid ☐

Schedule: Future

Project Name: Slope Renovation South of Aliso Creek
Project Number: 619

Site Map



Project Costs and Project Funding

	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	Future	Total
Project Costs:								
Planning/Design							100,000	100,000
Admin/Inspection							50,000	50,000
Land Acquisition								-
Construction							750,000	750,000
Operations & Maintenance								-
System Integration								-
Equipment								-
Total Cost	-	-	-	-	-	-	900,000	900,000
Project Funding:								
General Fund								-
Capital Reserve Funds								-
Gas Tax								-
Gas Tax - SB1 RMRA								-
Measure M2 - Competitive								-
CARITS								-
RSTP Federal Map-21								-
Other								-
Quimby Act								-
Other								-
Unfunded							900,000	900,000
Total Funding	-	-	-	-	-	-	900,000	900,000

City of Laguna Hills Capital Improvement Project

Program: Trails and Open Space

Project Name: Miscellaneous Landscape Renovations

Project No.: 620



Description: The renovation of various landscape pockets and otherwise isolated landscape areas that are not a part of other improvement projects to improve landscaping and irrigation systems. These include areas such as the following:

- Slope behind El Capitan from Marin to El Conejo Park (Area 35)
- Corner of Aliso Hills at La Paz (Area 37)
- Alameda east parkway from Aliso Hills to Elena (Area 38)
- Aliso Hills north parkway from Alicia to Mendocino Park (Area 42)
- Triangle on Paseo de Valencia at Cabot (Area 55)
- Slope behind Buena Vista, Los Gatos, Elena, Solano (Area 57)
- Moulton east parkway from Santa Maria to Ridge Route (Area 69.1)
- Santa Vittoria median island at Lake Forest (Area 70)
- Corner of Alameda at La Paz (Area 99)
- Corner of Alicia at Aliso Hills (Area 103)

Purpose / Justification: Replace antiquated irrigation systems and marginal landscape materials for improved aesthetics, water conservation and community satisfaction.

Other Agencies Involved: None

Outside Agencies/Entities Clearance or Coordination Needs: None

Operating Budget Impact: These areas are already incorporated into the landscape maintenance services budget. Improvements, however, will likely require a higher frequency of maintenance at an added incremental cost balanced against reduced irrigation costs due to more efficient irrigation practices.

Source of Cost Estimates: Preliminary ☒ Based on Design ☐ Actual Bid ☐

Schedule: Future

Project Name: Miscellaneous Landscape Renovations - Various Areas
Project Number: 620

[Site Map](#)



Project Costs and Project Funding

	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	Future	Total
Project Costs:								
Planning/Design							150,000	150,000
Admin/Inspection							100,000	100,000
Land Acquisition								-
Construction							1,500,000	1,500,000
Operations & Maintenance								-
System Integration								-
Equipment								-
Total Cost	-	-	-	-	-	-	1,750,000	1,750,000
Project Funding:								
General Fund								-
Capital Reserve Funds								-
Gas Tax								-
Gas Tax - SB1 RMRA								-
Measure M2 - Competitive								-
1750000+								-
RSTP Federal Map-21								-
Other								-
Quimby Act								-
Other								-
Unfunded							1,750,000	1,750,000
Total Funding	-	-	-	-	-	-	1,750,000	1,750,000

City of Laguna Hills Capital Improvement Project

Program: Trails and Open Space

Project Name: Recycled Water Conversions

Project No.: 621



Description: Conversion of existing domestic water landscape irrigation systems at various open spaces, slopes and parkways to water efficient recycled water systems in the area serviced by Moulton Niguel Water District. Proposed conversion areas include, for example, the following:

- Open space north of La Paz and west of Paseo de Valencia (Area 27)
- Northside Luna Bonita from La Serra to El Segundo (Area 37)
- Alameda eastside parkway from La Paz to Aliso Hills (Area 38)
- Oso northside parkway from Tombstone to Bridlewood (Area 53)

Purpose / Justification: Replace antiquated irrigation systems and convert them to recycled water to 1) conserve water 2) utilize a renewable water source and 3) reduce costs for the purchase of water. The City has an obligation under the rules issued by the State and implemented by MNWD to convert to recycled water for irrigation uses when possible.

Other Agencies Involved: None

Outside Agencies/Entities Clearance or Coordination Needs: MNWD

Operating Budget Impact: The sites are already included in our landscape maintenance budget, no net change expected.

Source of Cost Estimates: Preliminary ☒ Based on Design ☐ Actual Bid ☐

Schedule: Future

Project Name: Recycled Water Conversions
Project Number: 621

[Site Map](#)



Project Costs and Project Funding

	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25	Future	Total
Project Costs:								
Planning/Design							100,000	100,000
Admin/Inspection							50,000	50,000
Land Acquisition								-
Construction							850,000	850,000
Operations & Maintenance								-
System Integration								-
Equipment								-
Total Cost	-	-	-	-	-	-	1,000,000	1,000,000
Project Funding:								
General Fund								-
Capital Reserve Funds								-
Gas Tax								-
Gas Tax - SB1 RMRA								-
Measure M2 - Competitive								-
CARITS								-
RSTP Federal Map-21								-
Other								-
Quimby Act								-
Other								-
Unfunded							1,000,000	1,000,000
Total Funding	-	-	-	-	-	-	1,000,000	1,000,000

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Appendix



APPENDIX 1

FINANCIAL POLICIES

CITY OF LAGUNA HILLS



CITY COUNCIL POLICY

SUBJECT: FINANCIAL POLICIES
POLICY No. 105

Effective Date: July 1, 2015
Last Revision: July 1, 2013

PURPOSE:

Provide the framework and direction for financial planning and decision making by the City Council and City staff. These policies are designed to ensure the financial integrity of the City and a service delivery system that addresses the needs and desires of the citizens of Laguna Hills.

These policies establish financial parameters that will guide the budget development and deliberation process, safeguard financial assets, and maintain the City's strong financial condition.

BACKGROUND:

These policies have been designed to safeguard financial assets, maintain the integrity of financial and accounting systems, and ensure the long-term fiscal viability of the City. The emphasis in these policies is that the long-term implications of financial decisions are fully understood and taken into account in the decision-making process. These policies will be reviewed by the City Council at the beginning of each biennial budget development process.

POLICY:

A. BUDGETING

1. The City Manager shall present a proposed budget to the City Council on a biennial basis to be adopted no later than June 30th preceding the commencement of the two-year budget cycle. The budget will be prepared, presented, and administered by the City Manager and Assistant City Manager/Finance Director. It will serve as the policy document of the City Council for implementing City Council goals and objectives.
2. The City will maintain a long-range fiscal perspective through the use of a two-year operating budget, six-year Capital Improvement Plan, and an Eight-Year Resource Allocation Plan. The Budget will be developed and adopted with a sharp focus on long-term financial solvency and compliance with these Financial Policies.
3. The budget is a resource-allocation document and serves as the financial plan for the City. It will serve as the policy document of the City Council and will

CITY COUNCIL POLICY
No. 105
FINANCIAL POLICIES

provide policy direction to the City Manager in the areas of desired service levels and funding priorities.

4. Opportunities will be provided for public input during the City Council's public review and budget adoption process. Although not required by State or local laws, the City will hold a noticed public hearing prior to the adoption of the budget.
5. The budget document will be prepared so that it: (1) facilitates public study and (2) effectively communicates key economic issues and fiscal policies. Assumptions for underlying revenue sources and expenditure estimates will be explained and documented.
6. It is the City's policy to fund current year operating expenditures with current year operating revenues. In the budget proposal presented by the City Manager, recurring revenues shall meet or exceed recurring expenditures for ongoing operations. The City will strive to achieve and maintain an operating revenues-to-operating expenditures ratio of 1.1 to 1 or greater.

The formula for calculating this ratio is:

$$\frac{\text{Operating Revenues}^{(1)} + \text{Enterprise Fund Net Cash Flow}}{\text{Operating Expenditures} + \text{Direct Net Debt Service}}$$

(1) *For the purpose of this calculation, Operating Revenues shall include interest earnings which shall be limited to a maximum of 10% of Operating Revenues.*

7. No one-time, non-recurring revenues or Gas Tax revenues may be used in determining the ratio defined in paragraph 6 of this section. In the event this ratio is impossible to maintain without cuts in service levels, the City Manager will present recommended actions to the City Council.
8. The City Council may authorize the use of reserves and/or non-recurring revenues to balance the budget when unforeseen events occur that reduce the City's recurring revenues, and to direct the City Manager to make budgetary recommendations that will re-balance the budget within a specified timeframe.
9. All budgetary procedures will conform to state regulations and Generally Accepted Accounting Principles (GAAP) for governmental agencies.
10. The City's budget will be presented by department with a logical breakdown of programs. The budget format will clearly outline the major service areas and the associated expenditures.
11. The budgeting process will include quarterly reports to the City Council and will include budgetary status and compliance. The City Manager will notify the City Council whenever changing operations or economic developments require corrective budgetary modifications. The City Manager shall also inform the City Council if operating revenues are projected to decrease by more than 10% from the adopted Budget.
12. All appropriations in the Operating Budget will be automatically carried over from the first year to the second year of the two-year budget period.

CITY COUNCIL POLICY

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FINANCIAL POLICIES

13. Departmental budget control shall be the responsibility of the Department Head. Department Heads shall, with the concurrence of the Assistant City Manager/Finance Director, have the authority to move appropriations between line items within their departmental budgets. At the discretion of the City Manager, expenditures may be moved from one department to another, or between funds within the Operating Budget.
14. At the discretion of the City Manager, expenditures may be moved from one capital improvement project to another within the adopted Capital Improvement Plan.
15. During the budget cycle, special circumstances may require an increase in the appropriations established in the adopted budget and would require a budget amendment. These may include:
 - a) changes to spending priorities;
 - b) increase in operating or capital expenditures;
 - c) decrease in operating revenues.
16. City Council approval is required to increase the total sum of the appropriations made for the Operating Budget or the Capital Improvement Plan from the adopted Budget Resolution. City Council approval is also required to move appropriations between the Operating Budget and the Capital Improvement Plan.

B. CAPITAL PLANNING

1. The purpose of the Capital Improvement Plan is to systematically plan, schedule, and finance capital projects as approved and prioritized by the City Council. The Capital Improvement Plan will be a six-year plan and will include major rehabilitation costs to existing infrastructure and facilities, as well as the cost of new facilities or capital improvements. Staff will inventory and assess the condition of all major capital assets every two years and make recommendations to the City Council regarding any modifications to the Capital Improvement Plan as part of the budget development process.
2. Capital projects will include projected changes in operating and maintenance costs, work force requirements, productivity, and risk management considerations.
3. A capital improvement project shall be established for all projects greater than \$100,000 with an expected useful life of at least 3 years that also meet the definition of a public project per Section 22002 of the State Public Contracts Code. These include projects involving construction, reconstruction, alteration, renovation, improvement, demolition or major repair work. This excludes routine, recurring and usual work for the preservation, protection, or maintenance of publicly owned land, improvements and equipment.
4. For purposes of this policy, the scope of a proposed capital improvement project may be defined as the work to be undertaken at a single location. However, if work at a specific location would not otherwise meet the cost threshold for

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establishing a separate capital improvement project and similar work is to take place at other locations(s) during the six-year plan, then all such similar work shall be defined as one capital improvement project.

5. The Capital Improvement Plan process will realistically assess potential future revenues and avoid commitments for projects that lack economic feasibility. The Capital Improvement Plan will recognize the borrowing limitation of the City and the debt tolerance of the City as a whole.
6. All budgeted capital improvement projects automatically re-appropriate each fiscal year until the project is completed.

C. ACCOUNTING, AUDITING, AND FINANCIAL REPORTING

1. The City's accounting and financial reporting systems shall be maintained in accordance with generally accepted accounting principles (GAAP) and other standards promulgated by the Governmental Accounting Standards Board (GASB).
2. The City shall prepare an annual report, in a Comprehensive Annual Financial Report (CAFR) format, which shall conform to the reporting standards established by the Governmental Accounting, Auditing and Financial Reporting (GAFR).
3. The annual financial report will be audited each year by an independent auditor. A new independent auditor shall be selected competitively, through a formal public request for proposal process, at least every six years pursuant to State law.
4. An Audit Committee shall be formed consisting of the City Manager, or his designee, and two Council Members for the purpose of providing a direct line of communication between the auditor and the City Council. The City Attorney shall be available to advise the Audit Committee.

D. CASH MANAGEMENT, INVESTMENTS, AND BANKING RELATIONS

1. Investments and cash management will be the responsibility of the Deputy Treasurer/Finance Director under the direction of the City Manager/Treasurer.
2. In accordance with Section 53646 of the Government Code, the City Council will review and update annually a specific investment and portfolio policy. The primary purpose of this policy is to set forth the City's investment philosophy and objectives. The City's investment objectives are: safety; compliance with Federal, State and local laws; liquidity; and yield. The policy also specifically outlines authorized investments, the acceptable percentages and maximum maturities allowed for each investment instrument and the criteria used to determine qualified depositories/dealers.
3. In the selection of banking services, a competitive public request for proposal process will be used at least every ten years.

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E. DEBT MANAGEMENT

1. The most appropriate use of debt financing is for the purchase or construction of major capital facilities that will serve as a long-term community asset. In this instance, the use of a long-term debt instrument can spread the acquisition and construction costs of the facility over the period of years during which it will be used by the community. On the one hand, today's taxpayers need not pay for benefits enjoyed by others in the future. On the other hand, current residents should not burden their successors with costs that exceed the benefits of aging facilities.
2. The City will not use long-term debt financing for any recurring purpose such as current operating and maintenance expenditures.
3. The City's debt management shall conform to all other budgeting and financial reporting policies where applicable. All debt issuance shall comply with Federal and State requirements.
4. The term of any City debt issue shall not exceed the useful life of the assets being acquired or constructed by the debt issue.
5. Accompanying each debt issue will be an assessment of the City's capacity to repay the debt. The assessment will address the effects on the current Operating Budget, Capital Improvement Plan, and Eight-Year Resource Allocation Plan. Commitments to future operations, maintenance costs and stable debt retirement sources will also be identified.
6. For all outstanding General Fund debt, the City will not exceed a maximum debt burden of 12% of Operating Revenues. This debt service ratio shall be calculated as follows:

$$\frac{\text{Direct Net Debt Service}^{(1)}}{\text{Operating Revenues}^{(2)} + \text{Enterprise Fund Net Cash Flow}}$$

(1) *Direct Net Debt is defined as any debt service paid by the General Fund and does not include self-supporting debt such as special assessments.*

(2) *For the purpose of this calculation Operating Revenues shall include interest earnings which shall be limited to a maximum of 10% of General Fund Revenues.*

7. In addition, the City shall calculate the Direct Net Debt Per Capita ratio and verify that it falls within the guidelines as recommended by Standard & Poor's bond rating agency to assure that the City maintain the best possible bond rating. The ratio shall be calculated as follows:

$$\frac{\text{Direct Net Debt Outstanding}^{(1)}}{\text{Population}}$$

(1) *Direct Net Debt is defined as debt that is supported by the General Fund. It does not include any self-supporting debt such as special assessments.*

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FINANCIAL POLICIES

8. No bond issue will be undertaken without consulting appropriate external financial advisers, bond counsel and disclosure counsel. Financial advisers and bond counsel will be selected in a manner consistent with the City's customary practice of hiring professional services.
9. The City will provide full disclosure on every financial report and bond prospectus and will strive to maintain the best possible bond rating on all debt issuances including an AA implied underlying General Fund rating from Standard & Poor's, or its equivalent. Ongoing efforts will be taken to improve and enhance the City's bond rating and the marketability of its debt.

F. REVENUE AND EXPENDITURES

1. The City will maintain a level of expenditures which will provide for the health, safety and welfare of the residents of the community.
2. The City will endeavor to maintain a diversified and stable revenue base to minimize the effects of fluctuations in any single revenue source. Efforts will be directed to optimize existing revenue sources while periodically reviewing potential new revenue sources.
3. The City will project revenues using conventional forecasting methods including trend and statistical analysis. In the case of assumption uncertainty, conservative projections will be utilized based on appropriate and available socio-political and economic factors.
4. Intergovernmental assistance shall be used to finance only those capital improvements that are consistent with the City's Capital Improvement Plan and local government priorities, and whose operation and maintenance costs have been included in operating budget forecasts.
5. User fees shall not exceed the reasonable estimated cost of providing the service (or for administering the regulatory program) for which the fee is charged and shall not be levied for revenue generating purposes. Such costs are to be apportioned so that charges allocated to a payer bear a fair and reasonable relationship to the payer's burdens on or benefits from the service or regulatory activity.

User fees shall be established to ensure that the fees are reasonable, fair, equitable in nature, and are proportionately representative of the costs incurred by the City. The City shall recalculate the full cost of activities supported by user fees to take into account inflation and other cost increases at least every seven years.

6. Direct development processing costs and related administrative expenses shall be totally offset by development fees, whenever possible. However, in the interest of public health, safety and welfare, the City Council may, at its discretion, establish a charge and or fee that does not fully recover the costs of providing the service.

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7. The City Manager will provide quarterly reports to the City Council that compares year-to-date actuals with revenue projections. The City Manager will notify the City Council whenever changing operations or economic developments require corrective budgetary measures.
8. Gas tax revenues will be annually earmarked to offset all costs in connection with the City's annual street maintenance program. The City will strive to maintain this program in such a manner that will not require the infusion of General Fund revenues.

G. FUND BALANCE

1. Fund balance is essentially the difference between the assets and liabilities reported in a governmental fund. There are five separate components of fund balance, each of which identifies the extent to which the City is bound to honor constraints on the specific purposes for which amounts can be spent.
 - Nonspendable fund balance (inherently nonspendable)
 - Restricted fund balance (externally enforceable limitations on use)
 - Committed fund balance (self-imposed limitations on use)
 - Assigned fund balance (limitation resulting from intended use)
 - Unassigned fund balance (residual net resources)

The first two components listed above are not addressed in this policy due to the nature of their restrictions. An example of nonspendable fund balance is prepaid items. Restricted fund balance is either imposed by law or constrained by grantors, contributors, or laws or regulations of other governments. This policy is focused on financial reporting of unrestricted fund balance, or the last three components listed above.

2. **Committed Fund Balance:** The City Council may commit fund balance for specific purposes pursuant to constraints imposed by formal actions taken, such as an ordinance or resolution. These committed amounts cannot be used for any other purpose unless the City Council removes or changes the specified use through the same type of formal action taken to establish the commitment.
3. **Assigned Fund Balance:** These are amounts that are constrained by the City's intent to be used for specific purposes, but are neither restricted nor committed. This policy hereby delegates the authority to assign amounts to be used for specific purposes to the City Manager, or his/her designee, for the purpose of reporting these amounts in the annual financial statements.
4. **Unassigned Fund Balance:** These are the residual positive net resources of the general fund in excess of what can properly be classified in one of the other four categories.
5. **Restricted fund balance** should be spent first when an expenditure is incurred for purposes for which both restricted and unrestricted fund balance are available. Similarly, when an expenditure is incurred for purposes for which amounts in any of the unrestricted classifications of fund balance could be used, then committed amounts should be reduced first, followed by assigned amounts and then unassigned amounts

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H. RESERVES

1. The City will strive to achieve and maintain a minimum Assigned and Unassigned (hereafter, Unrestricted) Fund Balance Reserve of 35% of the annual operating budget for operating contingencies, emergencies caused by calamitous events, economic uncertainty and to stabilize fluctuations in cash flow requirements. The formula for calculating this ratio is:

$$\frac{\text{Budgeted or Projected Year End Unrestricted Fund Balance}}{\text{Current Operating Expenditures}}$$

The City will also strive to achieve and maintain a minimum Unassigned Fund Balance of 25%. The formula for calculating this ratio will be the same as that above, but will exclude Assigned portions of Fund Balance.

2. In order to meet long-range maintenance and future equipment repair and replacement needs, the City shall maintain Maintenance Reserve Funds for: the Community Center; the Sports Complex; the Civic Center; and park equipment for component parts with a value of over \$ 50,000. The City shall maintain a fiscally responsible funding plan that will fully fund the long-term maintenance and replacement costs of major capital equipment within these facilities.

The City shall conduct a reserve analysis study to determine the amount required to fully fund the Maintenance Reserve at least every seven (7) years. The City will annually assign a portion of fund balance to fully fund the anticipated maintenance and replacement costs for identified components.

3. A Liability Self-Insurance Fund shall be maintained for the purpose of setting aside resources for costs not covered by the City's insurance programs such as claims within the City's self-insurance retention.
4. The City shall maintain a PERS Employer Contribution Stabilization Fund in order to reduce volatility in the employer contribution rates set by PERS. If the City's Actual Required Contribution (ARC) in any given year falls below 9%, the City shall contribute to this stabilization fund the difference between 9% and the City's actual ARC. In years when the actual ARC is above 9%, the City Manager may use monies in the Stabilization Fund to pay for any contribution amounts above 9%. The City Manager will notify the City Council when monies from this fund are used to pay any portion of the City's ARC above 9%.
5. The City shall remain in compliance with the requirement of the Government Accounting Standards Board's (GASB) most current Statements for the accounting and disclosure of information regarding the City's measurement and recognition of pension expenditures and related assets and liabilities.

I. EMPLOYEE COMPENSATION

1. The City has an established employee compensation program that is designed to attract and retain highly qualified individuals who are capable of delivering a

CITY COUNCIL POLICY
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high level of service in a streamlined organization. The City will continue this commitment to competitive, market-based compensation and pay for performance.

2. For non-management employees, the City will strive to maintain a highly competitive salary and benefits program which sets the top step of salary ranges at 5% above the Comparator Agencies average for each comparable position. The Comparator Agencies are those cities identified in the City's 2011 Comprehensive Compensation Study. The City Manager will annually conduct a survey of comparable positions in the Comparator Agencies and recommend to the City Council salary adjustments in keeping with this policy, or any current Memorandum of Understanding.
3. Salary adjustments within a classification range may be given after the required comprehensive performance appraisal and will be based on merit only.

ATTACHMENTS:

None



APPENDIX 2

COUNCIL MEMBER BUDGET PROPOSALS



City of Laguna Hills 2019-21 Biennial Budget Proposal Ratings

City Council Member Budget Proposals	Status	Average	City Council Member Ratings				
			Gilbert	Heft	Pezold	Sedgwick	Wheel
Installation of electronic bulletin board	Pass	1.4	0	2	1	2	2
Research the installation of license plate readers at all of the five freeway exits	Pass	2.0	2	2	2	2	2
Prescription Disposal Program	Pass	2.0	2	2	2	2	2
Memorial Program for purchasing of street signs, stop signs, or park benches with a trash can by constituent/business	Pass	1.8	2	2	2	2	1
Creation of office space for City Council Members	Tabled	0.0					
Homeowner Recognition Program	Pass	1.4	1	2	2	1	1
Recognition of resident and businesses in City Views	Pass	1.8	2	2	2	1	2
Additional Volunteer Connection Days	Pass	1.8	2	2	2	1	2
PASS - Three 2s OR Average >= 1.4 NOT PASS - Average < 1.3 OR less than three 2s							



APPENDIX 3

BUDGET PROCESS, BUDGETARY BASIS, AND ACCOUNTING PRINCIPLES

CITY OF LAGUNA HILLS

BUDGETARY BASIS AND ACCOUNTING PRINCIPLES

PRESENTATION

The accounts of the City are organized and operated on the basis of funds, each of which is considered a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund equity, revenues and expenditures, as appropriate. Government resources are allocated to and accounted for in individual funds based upon the purposes for which they are to be spent and the means by which spending activities are controlled. The funds used by the City of Laguna Hills are grouped as follows:

Governmental Funds

General Fund

The General Fund is the chief operating fund of the City and is used to account for all financial resources traditionally associated with government, which is not required legally or by sound financial management to be accounted for in another fund.

Capital Projects Fund

The Capital Projects Fund is used to account for and report the financial resources that are restricted, committed, or assigned to expenditures for capital outlay, including the acquisition or construction of the City's capital facilities and other capital assets.

Special Revenue Funds

The Special Revenue Funds are used to account and report the proceeds of specific revenue sources that are legally restricted or committed to expenditures for specified purposes other than debt service or capital projects. The City of Laguna Hills maintains special revenue funds for gas taxes, various types of transportation funding, and grants for air quality improvement, law enforcement, community development and recycling programs.

Fiduciary Funds

Agency Fund

The City of Laguna Hills maintains separate agency funds to account for construction deposits and trust monies from builders, land developers and other agencies, as well as for deferred compensation retirement funds held for City employees. These funds are custodial in nature and do not involve measurement of results of operations.

CITY OF LAGUNA HILLS BUDGETARY BASIS AND ACCOUNTING PRINCIPLES

Proprietary Funds

Property Leasing

The City Hall Fund is used to account for activity pertaining to the leasing of certain areas in the Laguna Hills Civic Center, which has been the City Hall site and seat of government since June 28, 2004.

BASIS OF ACCOUNTING

Basis of accounting refers to when revenues and expenditures are recognized in the accounts and reported in the financial statements. Basis of accounting relates to the timing of the measurements made, regardless of the measurement focus applied.

All of the governmental funds and agency funds are accounted for using the modified accrual basis of accounting, which recognizes increases and decreases in financial resources only to the extent that they reflect near-term inflows and outflows of cash. Revenues are only recognized to the degree it becomes measurable and available to finance expenditures of the fiscal period. Expenditures are generally recognized when payment is due; since it is only at that time they are normally liquidated with expendable available finance resources.

BUDGETARY POLICY AND CONTROL

General Budget Policies

The City Council approves the biennial budget submitted by the City Manager prior to the beginning of the new fiscal year. Public hearings are conducted prior to its adoption by the City Council. The City Council has the legal authority to amend the budget during the fiscal year. At the discretion of the City Manager, expenditures may be moved from one department to another, or between funds within the Operating Budget. The City Manager also has the authority to move expenditures from one capital improvement project to another within the adopted Capital Improvement Plan. City Council approval is required to increase the total sum of the appropriations made for the Operating Budget or the Capital Improvement Plan from the adopted Budget Resolution. City Council is also required to move appropriations between the Operating Budget and the Capital Improvement Plan.

The City maintains budgetary controls to ensure compliance with legal provisions embodied in the appropriated budget approved by the City Council. The level of budgetary control is total expenditures by fund. Formal budgetary integration is employed as a management control device during the year for the governmental type funds.

Variances between budget and actual activity are reported to the City Manager quarterly during the fiscal year and periodic amendments are made to the budget to reflect changes in budget estimates.

CITY OF LAGUNA HILLS
BUDGETARY BASIS AND ACCOUNTING PRINCIPLES

Continuing Appropriations

All appropriations in the Operating Budget will be automatically carried over from the first year to the second year of the two-year budget period. All budget capital improvement projects automatically re-appropriate each fiscal year until the project is completed.

Budgetary Basis of Accounting

Budgets for the governmental type of funds are adopted on a basis consistent with generally accepted accounting principles (GAAP). For all governmental funds types, financial statements comparing the legally adopted budget with actual data on the budgetary basis are included in the City Comprehensive Annual Financial Report.

* * * * *

CITY OF LAGUNA HILLS

BUDGET PROCESS

The process adopted for this biennial budget document demonstrates the City's effort to provide a forthright style of financial management. The City's objective is to carry a "goal-driven" approach throughout the budget process. In doing so, the City budget is a "strategic" planning tool which aligns the City's operating and capital goals with the fiscal stability of the City.

Accordingly, the following are the six budget process phases and their respective major milestones:

- Phase 1 - Stakeholder Participation
Management Staff Strategic Planning Session; Parks and Recreation Commission to review policies and recommendations in connection with parks and recreation operations of the City and the prioritization of parks capital projects; Traffic Commission to review policies and recommendations in connection with pertinent portions of public works and engineering operations of the City; Discussion begins on Major Plans and CIP.
- Phase 2 - Policy Development and Review
City Council review and update of City's financial policies.
- Phase 3 - Strategy Planning and Goal Setting
Development of preliminary Major Plans, Work Programs, CIP 6-Year plan, and 8-Year Financial Plan; City Council Strategic Planning Session to review Commission recommendations and review and rank proposed Major Plans and Work Programs.
- Phase 4 - Financial Resource and Policy Linkage
Continue development of CIP; Continue development of Departmental operating budgets; City Manager review of proposed CIP; City Manager review of proposed Departmental Operating Budgets; Complete revenue projections; City Council Study Session on proposed Operating Budget, Draft 8-Year Financial Plan, and CIP Budget.
- Phase 5 - Communication of Plan
Staff completes proposed Operating Budget, CIP and 8-Year Financial Plan; City Council holds public hearing and adopts final Operating Budget and CIP for the Biennial Budget; Final budget document printed and distributed; Budget posted on the Internet.

CITY OF LAGUNA HILLS

BUDGET PROCESS

- Phase 6 - Accountability and Performance Measurement
Mid-year Budget Review and Mid-cycle Budget Review.

ADOPTION

The budget is adopted by resolution. It is developed on a modified accrual basis of accounting, including revenues and expenditures expected to be realized during the budgeted fiscal years. The fiscal year begins on July 1 and ends June 30. The City Council adopts a biennial budget before July 1 of every other fiscal year, immediately following the municipal election cycle.

AMENDMENTS

The City reviews its biennial budget during December 31st of each fiscal year and at mid-cycle (June 30th after 1st year of operation). At these times, when deemed necessary, budget amendments may be made. Amendments that do not affect the “bottom line” for the City may be recommended by the Assistant City Manager, for approval by the City Manager who has the authority to transfer amounts between departments and funds. Budget amendments that will bring about a change in the total appropriation require City Council approval in the form of a resolution.

* * * * *



APPENDIX 4

BUDGET CALENDAR

CITY OF LAGUNA HILLS

BUDGET CALENDAR

FY 2019 – 2021

PHASE 1 - STAKEHOLDER PARTICIPATION February 2019 – April 2019

- Management/Staff Strategic Planning Session
- Parks and Recreation Commission to provide recommendations in connection with parks and recreation operations and the prioritization of parks capital projects.
- Traffic Commission to provide recommendations in connection with public works and engineering operations.
- Discussion begins on Unique Work Programs and CIP.

PHASE 4 - FINANCIAL RESOURCE & POLICY LINKAGE April 2019 – May 2019

- Continue development of CIP and Department Operating Budgets.
- City Manager review of CIP and Operating Budgets.
- Complete revenue projections.
- **City Council** Study Session on Operating Budget, Draft 8-Year Financial Plan, and CIP Budget.

PHASE 2 - POLICY DEVELOPMENT & REVIEW March 2019

- **City Council** review the City's financial position and policies.

PHASE 5 – COMMUNICATION OF PLAN May 2019 – June 2019

- Completion of Proposed Operating and CIP Budgets.
- Completion of 8-Year Financial Plan
- **City Council** holds public hearing and adopts Operating & CIP Budgets.
- Biennial Budget printed and posted on City website.

PHASE 3 – STRATEGIC PLANNING & GOAL SETTING March 2019 – April 2019

- Development of preliminary Major Plans, Work Programs, CIP 6-Year Plan, and 8-Year Financial Plan.
- **City Council** review and rank City Council Member budget proposals.

PHASE 6 - ACCOUNTABILITY & PERFORMANCE MEASUREMENT Ongoing

- Mid-year Budget Review.
- Mid-cycle Budget Review.
- Quarterly Financial Reports.



APPENDIX 5

APPROPRIATIONS LIMIT

RESOLUTION NO. 2019-06-25-X

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, DETERMINING AND ADOPTING AN APPROPRIATIONS LIMIT FOR FISCAL YEAR 2019/2020 IN ACCORDANCE WITH ARTICLE XIII B OF THE CONSTITUTION OF THE STATE OF CALIFORNIA, AND SECTION 7910 OF THE GOVERNMENT CODE

WHEREAS, Article XIII B requires public entities in the State of California to set an annual Appropriations Limit; and

WHEREAS, the league of California Cities issued in March 1991 uniform guidelines for the implementation of the provision of Article XIII B of the California Constitution; and

WHEREAS, Government Code Section 7910 calls for the adoption of the annual Limit prior to the beginning of the Fiscal Year 2019/2020; and

WHEREAS, Article XIII B requires the City Council to select the population and inflation factors for the year's Appropriations Limit calculation; and

WHEREAS, the Appropriations Limit must be adhered to in adopting the City's Biennial Budget.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. That in accordance with Article XIII B of the Constitution of the State of California and Section 7910 of the Government Code and as set forth in detail in the attached Exhibit "A" the Appropriations Limit beginning July 1, 2019, is established at \$41,086,806.

SECTION 2. That the inflation factor being utilized to calculate the Fiscal Year 2019/2020 Appropriations Limit is based on the percentage change in California's per capita income.

SECTION 3. That the population factor being utilized to calculate Fiscal Year 2019/2020 Appropriations Limit is the population growth for the County of Orange.

SECTION 4. That the Appropriations Limit shall not be exceeded in the adopted budget nor by any proposed amendment to the budget.

PASSED, APPROVED, AND ADOPTED this 25th day of June, 2019.

DONALD SEDGEWICK, 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. 2019-06-25-X adopted by the City Council of the City of Laguna Hills,
California, at a Regular Meeting thereof held on the 25th day of June 2019, by the
following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

MELISSA AU-YEUNG, CITY CLERK

Exhibit A

CITY OF LAGUNA HILLS

Appropriations Limit Summary

In November 1979, the voters of the State of California approved Proposition 4, commonly known as the “Gann Initiative.” The Proposition created Article XIII B of the State Constitution placing limits on the amount of revenue, which can be spent by all entities of government from the “proceeds of taxes.” Proposition 4 became effective for the 1980-81 fiscal year, but the formula for calculating the limit was based on the 1978-79 “base year” revenues.

Section 7910 of the California Government Code, added in 1980 by the State Legislature, provides that “each year, the governing body of each local jurisdiction shall, by resolution, establish its appropriations limit for the following year...”

In order to address the increasing number of complaints by agencies about the restrictions of Proposition 4, and to provide guidelines for local governments in adopting their limits, the voters approved Proposition 111 in June 1990. Among other things, Proposition 111 provided new adjustment formulas, which make the Appropriations Limit more responsive to local growth issues. Proposition 111 also established a requirement for an annual review of Limit calculations.

Comparing the FY 2019/20 Appropriations Limit of \$41,086,806 and the Appropriations Subject to the Limit of \$13,218,802 indicates that the City will be well below its Appropriations Limit. The City’s budgeted revenues for FY 2019/20 subject to limitation will be below its legal limit by \$27,868,004.

2018/19 Appropriations Limit

2018/19 factor - change in per capita personal income	3.67%
2018/19 factor - change in County population	0.69%
\$37,791,907 x 1.0367 x 1.0069	\$ 39,449,204

2019/20 Appropriations Limit

2019/20 factor - change in per capita personal income	3.85%
2019/20 factor - change in County population	0.29%
\$39,449,204 x 1.0385 x 1.0029	\$ 41,086,806



APPENDIX 6

BUDGET RESOLUTION

RESOLUTION NO. 2019-06-25-X

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ADOPTING THE OPERATING BUDGET, CAPITAL IMPROVEMENT PROGRAM AND OTHER APPROPRIATIONS FOR THE CITY OF LAGUNA HILLS FOR FISCAL YEARS 2019/2020-2020/2021

WHEREAS, the City Manager of the City of Laguna Hills has submitted to the City Council a proposed budget for Fiscal Years 2019/2020-2020/2021; and

WHEREAS, the City Council did consider said proposed budget and set June 25, 2019, as the date of public hearing; and

WHEREAS, after duly giving notice, the City Council did hold such public hearing, and all comments presented to the City Council were considered and evaluated.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. The City Manager's proposed general fund operating budget shall be adopted in the amount of \$20,675,186, for FY 2019/2020 and \$21,359,317 for FY 2020/2021, and shall include any changes made and approved as a result of the City's public hearing conducted on June 25, 2019.

SECTION 2. The City Manager's proposed Capital Improvement Plan shall be adopted in the amount of \$4,020,336 for FY 2019/2020 and \$825,000 for FY 2020/2021, and shall include any changes made and approved as a result of the City's public hearing conducted on June 25, 2019.

SECTION 3. The City Manager's proposed debt service appropriation shall be adopted in the amount of \$1,804,921 for FY 2019/2020 and \$1,788,921 for FY 2020/2021.

SECTION 4. The City Manager's following proposed appropriations for other funding uses shall be adopted in the amount listed in the following table for FY 2019/2020 and FY 2020/2021, and shall include any changes made and approved as a result of the City's public hearing conducted June 25, 2019.

<u>Othe funding uses</u>	<u>FY 2019/20</u>	<u>FY 2020/21</u>
AB 2766	\$ 70,000	\$ 35,000
CASp	5,000	5,000
Beverage Recycling	21,757	8,500
CR&R Recycling Fee	2,879	2,879
C&D Forfeited Deposits	68,000	68,000
Senior Mobility	64,272	64,904
Use of Reserves	50,000	50,000

SECTION 5. The City Manager is hereby authorized to make such transfers within the budget as deemed desirable and necessary during each fiscal year in order to meet the City's needs and in compliance with the City's Financial Policies.

SECTION 6. That all budgeted capital improvement projects automatically re-appropriate each fiscal year until the project is completed.

SECTION 7. That all other unexpended appropriations ordered pursuant to Sections 1, 3 and 4 will be automatically carried over from the first fiscal year to the second fiscal year of the two-year budget period.

PASSED, APPROVED, AND ADOPTED this 25th day of June 2019.

DON SEDGWICK, MAYOR

ATTEST:

MELISSA AU-YEUNG, CITY CLERK

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

I, Melissa Au-Yeung, City Clerk of the City of Laguna Hills, California, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2019-06-25-X adopted by the City Council of the City of Laguna Hills, California, at a Regular Meeting thereof held on the 25th day of June 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

MELISSA AU-YEUNG, CITY CLERK



APPENDIX 7

PERSONNEL ALLOCATION

CITY OF LAGUNA HILLS
City Personnel
Fiscal Years 2019/20 - 2020/21

5.1.a

City Positions	General Government	Non Departmental	Community Development	Public Services	Community Services	FTE
FULL-TIME						
Accountant	1.00					1.00
Administrative Assistant I			1.00	1.00	1.00	3.00
Executive Assistant to the City Manager	1.00					1.00
Assistant City Clerk	1.00					1.00
Deputy City Manager/City Clerk	1.00					1.00
Associate Civil Engineer				1.00		1.00
City Manager	1.00					1.00
Community Development Director			1.00			1.00
Community Services Superintendent					1.00	1.00
Recreation Coordinator					3.00	3.00
Deputy City Manager/Community Svcs Director					1.00	1.00
Finance Director	1.00					1.00
Information Technology Specialist		1.00				1.00
Senior Management Analyst	1.00					1.00
Parks Supervisor				1.00		1.00
Permit Technician			1.00			1.00
Assistant Planner			1.00			1.00
Public Works Supervisor				1.00		1.00
Asst City Manager/Director of Public Services				1.00		1.00
Receptionist/Secretary			1.00			1.00
Records Coordinator	1.00					1.00
Senior Planner			1.00			1.00
SUB-TOTAL	8.00	1.00	6.00	5.00	6.00	26.00
PART-TIME						
Accounting Specialist	1.50					1.50
Receptionist			0.60			0.60
Code Enforcement Officer			0.50			0.50
Recreation Leaders I and II					8.50	8.50
SUB-TOTAL	1.50	0.00	1.100	0.00	8.50	11.100
TOTAL FULL-TIME EQUIVALENT	9.50	1.00	7.10	5.00	14.50	37.10

Attachment: City Manager Proposed Biennial Budget 2020-21 & Six-Year Capital Improvement Program (1894 : Biennial Budget FY 2019/20 -



APPENDIX 8

DEBT INFORMATION

CITY OF LAGUNA HILLS
DIRECT AND OVERLAPPING GOVERNMENTAL ACTIVITIES DEBT
AS OF JUNE 30, 2018

	Debt Outstanding	Estimated Percentage Applicable (a)	Estimated Share of Overlapping Debt
<u>OVERLAPPING TAX AND ASSESSMENT DEBT:</u>			
Metropolitan Water District	60,600,000	0.246%	149,076
Saddleback Valley Unified School District	113,365,000	17.330%	19,646,155
Capistrano Unified School District Facilities Improvement District No. 1	24,498,787	0.023%	5,635
TOTAL OVERLAPPING TAX AND ASSESSMENT DEBT:			<u>\$ 19,800,866</u>
<u>DIRECT AND OVERLAPPING GENERAL FUND OBLIGATION DEBT</u>			
Orange County General Fund Obligations	210,347,000	1.209%	2,543,095
Orange County Pension Obligations	383,564,389	1.209%	4,637,293
Orange County Board of Education Certificates of Participation	13,990,000	1.209%	169,139
Capistrano Unified School District Certificates of Participation	29,955,000	0.015%	4,493
Moulton-Niguel Water District Certificates of Participation	72,265,000	13.294%	9,606,909
SUBTOTAL DIRECT AND OVERLAPPING GENERAL FUND OBLIGATION DEBT:			<u>\$ 16,960,929</u>
City of Laguna Hills Certificates of Participation, Direct Debt	7,824,716	100.000%	<u>7,824,716</u>
TOTAL NET OVERLAPPING GENERAL FUND OBLIGATION DEBT:			<u>\$ 24,785,645</u>
<u>OVERLAPPING TAX INCREMENT DEBT (Successor Agency)</u>	14,445,000	0.899-2.927%	257,837
<u>GROSS COMBINED TOTAL DEBT</u>			\$ 44,844,348 ^(b)

(a) The percentage of overlapping debt applicable to the city is estimated using taxable assessed property value. Applicable percentages were estimated by determining the portion of the overlapping district's assessed value that is within the boundaries of the city divided by the district's total taxable assessed value.

(b) Excludes tax and revenue anticipation notes, revenue, mortgage revenue and non-bonded capital lease obligations.

Source: MuniServices, LLP

2010 Certificates of Participation

On January 26, 2010, the City (through the City's blended component unit The Public Improvement Corporation) issued \$17,190,000 of Certificates of Participation (COPs). Proceeds from the sale were placed in an irrevocable trust that was used to service the future debt requirements of the 2001 and 2003 Certificates of Participation. There are no amounts outstanding on the defeased COPs.

The 2010 COPs are direct obligations and pledge the full faith and credit of the City of Laguna Hills. The certificates were executed and delivered under the provisions of the Trust Agreement by and among The Bank of New York Mellon Trust Company, N.A, as trustee. The City is required under the Lease Agreement to make rental payments each 15th day of the month immediately preceding each February 1st and August 1st from any source of available funds in an amount sufficient to pay the annual principal and interest due with respect to the Certificates.

The Serial bonds mature in annual installments ranging from \$345,000 to \$1,670,000, commencing February 1, 2011 and ending February 1, 2025. Interest accrues at rates between 2.00% and 5.00% and is payable semiannually. The annual requirements to amortize the certificates of participation as of June 30, 2018, are as follows:

Fiscal Year Ending June 30	Principal	Interest	Total
2019	\$ 1,450,000	\$ 340,881	\$ 1,790,881
2020	1,520,000	282,881	1,802,881
2021	1,580,000	206,881	1,786,881
2022	1,670,000	127,881	1,797,881
2023	345,000	44,381	389,381
2024 - 2025	730,000	46,520	776,520
Totals	\$ 7,295,000	\$ 1,049,425	\$ 8,344,425

The COPs are subject to federal arbitrage regulations. The City calculated no arbitrage rebate due.

BOND DEBT SERVICE

**City of Laguna Hills
2010 Refinancing Project
Certificates of Participation**

Final Pricing 1/7/10

S&P: AA+

No Optional Call

Mandatory Redemption From Net Insurance Proceeds, etc.

Dated Date 01/26/2010
Delivery Date 01/26/2010

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service	Bond Balance	Total Bond Value
02/01/2010						17,190,000	17,190,000
08/01/2010			360,281.08	360,281.08		17,190,000	17,190,000
02/01/2011	1,090,000	3.000%	350,543.75	1,440,543.75	1,800,824.83	16,100,000	16,100,000
08/01/2011			334,193.75	334,193.75		16,100,000	16,100,000
02/01/2012	1,130,000	4.000%	334,193.75	1,464,193.75	1,798,387.50	14,970,000	14,970,000
08/01/2012			311,593.75	311,593.75		14,970,000	14,970,000
02/01/2013	1,180,000	2.000%	311,593.75	1,491,593.75	1,803,187.50	13,790,000	13,790,000
08/01/2013			299,793.75	299,793.75		13,790,000	13,790,000
02/01/2014	1,205,000	4.000%	299,793.75	1,504,793.75	1,804,587.50	12,585,000	12,585,000
08/01/2014			275,693.75	275,693.75		12,585,000	12,585,000
02/01/2015	1,250,000	4.000%	275,693.75	1,525,693.75	1,801,387.50	11,335,000	11,335,000
08/01/2015			250,693.75	250,693.75		11,335,000	11,335,000
02/01/2016	1,300,000	4.000%	250,693.75	1,550,693.75	1,801,387.50	10,035,000	10,035,000
08/01/2016			224,693.75	224,693.75		10,035,000	10,035,000
02/01/2017	1,350,000	4.000%	224,693.75	1,574,693.75	1,799,387.50	8,685,000	8,685,000
08/01/2017			197,693.75	197,693.75		8,685,000	8,685,000
02/01/2018	1,390,000	**	197,693.75	1,587,693.75	1,785,387.50	7,295,000	7,295,000
08/01/2018			170,440.63	170,440.63		7,295,000	7,295,000
02/01/2019	1,450,000	4.000%	170,440.63	1,620,440.63	1,790,881.26	5,845,000	5,845,000
08/01/2019			141,440.63	141,440.63		5,845,000	5,845,000
02/01/2020	1,520,000	5.000%	141,440.63	1,661,440.63	1,802,881.26	4,325,000	4,325,000
08/01/2020			103,440.63	103,440.63		4,325,000	4,325,000
02/01/2021	1,580,000	5.000%	103,440.63	1,683,440.63	1,786,881.26	2,745,000	2,745,000
08/01/2021			63,940.63	63,940.63		2,745,000	2,745,000
02/01/2022	1,670,000	5.000%	63,940.63	1,733,940.63	1,797,881.26	1,075,000	1,075,000
08/01/2022			22,190.63	22,190.63		1,075,000	1,075,000
02/01/2023	345,000	4.000%	22,190.63	367,190.63	389,381.26	730,000	730,000
08/01/2023			15,290.63	15,290.63		730,000	730,000
02/01/2024	355,000	4.125%	15,290.63	370,290.63	385,581.26	375,000	375,000
08/01/2024			7,968.75	7,968.75		375,000	375,000
02/01/2025	375,000	4.250%	7,968.75	382,968.75	390,937.50		
	17,190,000		5,548,962.39	22,738,962.39	22,738,962.39		



APPENDIX 9

LAGUNA HILLS AT A GLANCE

CITY OF LAGUNA HILLS

AT A GLANCE

GENERAL INFORMATION

The City of Laguna Hills, located in South Orange County, has approximately 6.6 square miles of land in its corporate boundary and is now home to 31,818 people. Majority of the area in the City has a distinctive residential character. Yet, the City has a strong commercial base in its northern part. This commercial area, or “urban village”, is anchored by the regional Five Lagunas (formerly Laguna Hills Mall), the Oakbrook Village Shopping Center, and the Saddleback Memorial Hospital. It includes retail, restaurant, professional office, and medical related building space. When the City annexed the “North Laguna Hills” area in July of 1996, the City acquired 1.2 square miles of primarily light industrial, professional office, specialty retail, hotel, and residential uses. This annexed area contains a furniture row, office headquarters, and the only light industrial/manufacturing establishments in the City. In September of 2000, the City grew by another 150 acres as a result of the annexation of residential properties identified as West Laguna Hills.

HISTORY

Laguna Hills is built on one of the major land grants developed during the rancho area. Following Mexico’s independence from Spain in 1821, those who had served in the government or who had friends in authority were given vast lands for cattle grazing. Rancho Lomas de Santiago, Rancho San Joaquin, and Rancho Niguel covered much of the western portion of the Saddleback Valley. Don Juan Avila was granted the 13,000-acre Rancho Niguel on which Laguna Hills is located.

In 1874, Lewis Moulton purchased Rancho Niguel from Don Juan Avila and increased the original grant to 22,000 acres. Moulton and his partner, Jean Piedrea Daguerre, used the ranch to raise sheep and cattle. The Moulton ranch was eventually subdivided in the early 1960s, part of which is recognized as Laguna Hills.

Incorporation efforts began in 1987 and on March 5, 1991, the goal of incorporation was finally achieved with 86% of the residents voting in favor of forming the City of Laguna Hills. On December 20, 1991, Laguna Hills officially became a City.

CITY GOVERNMENT

The City of Laguna Hills is a General Law City that operates under the Council/Manager form of government. The voters elect five of their fellow citizens to the City Council for overlapping four-year terms. The Council, in turn, selects one of its members to serve as Mayor for a one-year term. The City Council holds regular public meetings on the second and fourth Tuesday of each month.



APPENDIX 10

GLOSSARY

CITY OF LAGUNA HILLS BUDGET GLOSSARY

ACCRUAL BASIS: The method of accounting under which revenues and expenses are recorded when they occur, regardless of the timing of related cash flows. Expenses are recorded at the time liabilities are incurred and revenues are recorded when earned.

AMENDMENT: An amendment is a change in the budget which occurs after its initial adoption.

AMERICANS WITH DISABILITIES ACT (ADA): The Americans with Disabilities Act is a Federal law that gives civil rights protection to individuals with disabilities. The law guarantees equal opportunity for individuals with disabilities in State and local government services, public accommodations, employment, transportation, and telecommunications.

APPROPRIATION: A legal authorization granted by the City Council to make expenditures or incur obligations for specific purposes.

ASSESSED VALUATION: The value assigned to real property (land and buildings) and tangible personal property (moveable property), by the Orange County Assessor's Office, which is used as a basis in levying property taxes.

BUDGET: A financial plan that identifies revenues, and specific types and levels of services to be provided and establishes the amount of money which can be spent.

CAPITAL IMPROVEMENT PROGRAM (CIP): A multi-year financial plan for construction of physical assets such as buildings, street and recreation facilities.

CAPITAL OUTLAY: Expenditures that qualify as capital costs according to accounting standards, Includes items such as furniture, fixture, machinery, equipment and other relatively minor fixed assets.

CONSUMER PRICE INDEX (CPI): A statistical description of price levels provided by the U.S. Department of Labor. The change in this index from year to year is used to measure the cost of living and economic inflation.

DEBT INSTRUMENT: Methods of borrowing funds, including general obligations (G.O.) bonds, revenue bonds, lease/purchase agreements, lease-revenue bonds, tax allocation bonds, certificate of participation (COPs), and assessment district bonds.

DEBT SERVICE: The payment of principal and interest on borrowed funds, such as bonds, notes, COP's, and other debt instruments, according to a pre-determined schedule.

DEPARTMENT: A major organizational unit of government that has overall management responsibility for a group of related service responsibilities or operations within a functional area.

EIGHT (8) YEAR RESOUC E ALLOCATION PLAN: The City's long-range financial plan, that on a biennial basis, projects revenues and expenditures over a eight year period.

CITY OF LAGUNA HILLS BUDGET GLOSSARY

ENCUMBRANCE: An amount of money committed for the payment of goods and services not yet received or paid for. A purchase order is a common encumbrance.

EXPENDITURE: Decrease in net financial resources, which represent the actual payment for goods and services or the accrual thereof.

FISCAL YEAR: The period designated by the City for the beginning and ending of financial transactions. The City's fiscal year begins July 1 and ends June 30.

FULL-TIME EQUIVALENTS (FTE): The amount of time a position has been budgeted for in terms of the amount of time a regular, full-time employee normally works in a year. For example, a full-time employee (1 FTE) is paid for 2,080 hours per year, while a .25 FTE would work 520 hours per year.

FUND: An accounting entity with a set of self-balancing accounts used to record the financial affairs of a government organization.

FUND BALANCE: The difference between assets and liabilities for a particular fund.

GENERAL PLAN: A comprehensive, long-term plan, required of all California cities, for the physical development of the city.

GENERAL FUND: The primary operating fund of the City. All revenues that are not allocated by law or contractual agreement to a specific fund are accounted for in the General Fund.

GFOA: The *Government Finance Officers Association of the United States and Canada*, an organization of government finance officials in the United States and Canada. GFOA annually sponsors a Distinguished Budget Presentation Awards program and presents awards to those government budgets that meet program criteria as a policy document, as an operations guide, as a financial plan, and as a communications device.

GRANT: Contributions, gifts of cash, or other assets from another government entity to be used or expended for a special purpose, activity, or facility.

INFRASTRUCTURE: The underlying physical foundation or basic framework of a city, including streets, medians, sidewalks, bridges, traffic signals, buildings, parks, and other related facilities and fixtures.

INTERFUND TRANSFER: Money transferred from one fund to another. Such money is transferred to finance the operations of another fund or to reimburse the fund for certain costs.

LINE ITEM: a line-item is the detailed grouping of expenditures used in the City's accounting system. It is subordinate to expense category. Typical line items are: professional services, office supplies, travel postage, office equipment, etc.

CITY OF LAGUNA HILLS BUDGET GLOSSARY

MODIFIED ACCRUAL BASIS: The method of accounting under which revenues are recorded when they are both measurable and available while expenditures are recognized when incurred.

MUNICIPAL CODE: A book which contains the City Council approved ordinances currently in effect. The Code defines City policy with respect to areas such as planning, etc

OPERATING BUDGET: Day-to-day costs of delivering City services.

OPERATING COSTS: Items categorized as operating costs in this budget include office supplies and other materials used in the normal operations of City departments, includes items such as books, maintenance materials and contractual services.

ORDINANCE: A formal legislative enactment by the City Council. It has the full force and effect of law within City boundaries unless pre-empted by a higher form of law. An ordinance has a higher legal standing than a resolution.

PERSONNEL COSTS: Salaries and benefits paid to City employees. Included are items such as insurance and retirement.

RESERVE: A separate account maintained for restricted use, e.g. self-insurance programs, capital improvement projects, or for unrestricted use to protect the City from emergencies or unanticipated expenditures.

RESOLUTION: An order of a legislative body requiring less formality than an ordinance.

RESOURCES: The amounts available for appropriation including estimated revenues, beginning fund balances and beginning appropriated reserves.

REVENUE: Income received through such sources as taxes, fines, fees, grants or service charges which can be used to finance operations or capital assets.

RISK MANAGEMENT: An organized attempt to protect an organization's assets against accidental loss in the most cost-effective manner.

SPECIAL REVENUE FUNDS: Funds used to account for the proceeds from specific revenue sources (other than trusts or major capital projects) that are legally restricted to expenditures for specific purposes. **See below for description of certain Special Revenue funds within the City of Laguna Hills.*

SUBVENTION: Revenues collected by the State that are allocated to the City on a formula basis. The major subventions received by the City from the State of California include motor vehicle in-lieu and gasoline taxes.

TRANSFERS: All inter-fund transactions except loans or advances, quasi-external transactions and reimbursements.

TAX: A levy imposed by a government in conformance with the Government Code to raise revenue for public purpose.

CITY OF LAGUNA HILLS BUDGET GLOSSARY

CERTAIN SPECIAL REVENUE FUNDS WITHIN THE CITY:

Community Development Block Grant Fund – Used to account for revenues and expenditures to improve local and national objectives to provide decent and safe housing for low- and moderate-income families. This is grant funding obtained from the United States Department of Housing and Urban Development (HUD) for the purposes of rehabilitating “eligible” deteriorating housing in the City.

Public Art In-Lieu Fund – The City Council of Laguna Hills established the Public Art Program by adopting Ordinance No. 2011-3. All new developments in the Urban Village Specific Plan with a total construction cost of \$250,000 or more are required to provide public art and/or contribute to a Public Art In-Lieu Fund as part of the development project. The minimum value for the Public Art Component and/or in-lieu fee is one-half percent of the total construction costs of the project ($0.5\% \times \text{Total Construction Cost} = \text{Value of the Public Art Component and/or In-Lieu Fee}$). The Public Art In-Lieu Fund is used to account for revenues and expenditures for the Public Art Program.

Quimby Act Fees Fund – Pursuant to Section 66477 of the California Government Code, this Fund is used to account for revenues and expenditures related to the “Quimby Act”. The Quimby Act authorizes the City to require dedication of parkland, or a fee in-lieu of such dedication, to meet the needs of new residential subdivisions in accordance of the City’s General Plan.

Recycling Funds

- **Beverage Recycling** - Pursuant to Public Resources Code Section 14581(a)(4)(A) of the California Beverage Container Recycling and Litter Reduction Act, the Department of Recycling Resources and Recovery (CalRecycle) distributes funds annually to eligible cities and counties to assist with beverage container recycling and litter cleanup activities. The City of Laguna Hills uses the funds received from CalRecycle to support existing beverage container recycling programs, trail clean-up projects, the purchase of recycling containers and products made from recycled materials, and recycling advertising. In addition, these funds are used to support the costs of personnel and consulting services required to implement new programs and to support existing programs.
- **CR&R Recycling Fee** - The CR&R Recycling Fee fund is used to support third party solid waste and recycling consulting services to the City. CR&R is required per its current solid waste and recycling services agreement with the City to provide the City an annual payment to fund recycling consulting services as selected by the City and under contract with the City. The current 10-year agreement between CR&R and the City of Laguna Hills for solid waste and recycling collection services commenced on July 1, 2006 and expires on June 30, 2016.
- **C&D Forfeited Deposits** - The City Council of Laguna Hills established a Construction and Demolition Waste Recycling Program by adding a new section, Chapter 5-48, to the City’s Municipal Code on September 23, 2003. This program requires applicants of residential and commercial construction and demolition projects to submit a security deposit when an applicant’s project meets certain thresholds. The security deposit is collected to ensure proper disposal and recycling of construction and demolition material. Upon completion of a project the security deposit is refunded to the applicant when it is demonstrated that the applicant has appropriately followed its recycling and disposal plan. In the event that an applicant does not follow its disposal and recycling plan, or an applicant does not request a refund of the security deposit in the timeline outlined in the City’s Municipal Code, the security deposit is forfeited. The City of Laguna Hills uses forfeited security deposit funds to

CITY OF LAGUNA HILLS BUDGET GLOSSARY

cover the administration costs of the program and to support recycling programs that divert waste from local landfills.

- **AB 939 Surcharge Grant** - In 2008, the City of Laguna Hills received \$20,000 from the County of Orange Regional Recycling and Waste Diversion Grant Program in order to enhance recycling efforts in Orange County and to divert waste from Orange County landfills. On June 24, 2008, the City Council approved a resolution to use these funds to implement a sharps waste disposal program and a new universal waste disposal program. Currently these funds are used to support the mail-back sharps waste program at local pharmacies and drop-off locations within the City for the proper disposal of Compact Fluorescent Lamps (CFLs), fluorescent tubes, and batteries.

Senior Mobility Program Fund – The City of Laguna Hills receives monies from OCTA’s Senior Mobility Program (SMP) to assist with transportation services for senior citizens. OCTA’s SMP is designed to fill the gap between local fixed route buses and ADA paratransit, or ACCESS service, by providing local transportation services to seniors in participating cities in Orange County. Under the program, participating cities are eligible to receive funds and vehicles from OCTA to help design and operate a transit program that best fits the needs of older adults in their communities. The source of OCTA’s SMP funding to the City is Renewed Measure M (M2) and Transit Development Act (TDA) Article 4.5 funds. OCTA’s annual funding amount to the City of Laguna Hills is based on the City’s senior population. The City uses these funds to support a Dial-a-Taxi program for seniors which began in August 2010.

Traffic Mitigation Fees Fund – The City Council of Laguna Hills Established an Urban Village Traffic Impact/Mitigation Fee Program by adding Chapter 9-102 to the Laguna Hills Municipal Code. This program requires a Traffic Impact/Mitigation Fee to assist in mitigating the cost of roadway improvements that are partly requires as a result of new development within the Urban Village Specific Plan. This fund is used to account for revenues and expenditures related to the Traffic Impact/Mitigation Fee Program.



APPENDIX 11

DEMOGRAPHIC & ECONOMIC STATISTICS

City of Laguna Hills

Demographic and Economic Statistics Last Ten Fiscal Years

Calendar Year	Population (1)	Personal Income (In Thousands)	Per Capita Personal Income (2)	City Unemployment Rate (3)	Median Age (4)	% Of Pop with High School Diploma (5)	% of Pop With Bachelor's Degree (5)
2008	33,117	1,441,089	43,346	4.4%	37.7	-	-
2009	33,246	1,417,282	42,444	7.6%	41.2	92.8%	44.0%
2010	33,392	1,500,666	44,672	8.1%	39.3	90.6%	42.9%
2011	33,593	1,445,996	47,227	7.4%	40.7	91.4%	43.0%
2012	30,618	1,363,858	44,421	4.8%	41.6	92.3%	44.5%
2013	30,703	1,320,001	42,778	4.2%	41.5	91.7%	42.8%
2014	30,857	1,336,181	43,315	5.0%	41.8	91.6%	45.3%
2015	30,681	1,373,184	44,757	4.1%	41.7	91.2%	44.8%
2016	31,544	1,479,761	46,911	3.7%	41.8	91.5%	45.6%
2017	31,818	1,587,577	49,896	2.6%	43.0	91.3%	46.7%

Source: MuniServices, LLC, U.S. Census Bureau, 2010 American Community Survey

Source: 2008-2016 prior CAFR

The California Department of Finance demographics estimates now incorporate 2010 Census counts as the benchmark.

- 1.) Population Projections are provided by the California Department of Finance Projections.
- 2.) Income Data is provided by the United States Census Data and is adjusted for inflation.
- 3.) Unemployment and Total Employment Data are provided by the EDD's Bureau of Labor Statistics Department.
- 4.) Median Age reflects the U.S. Census data estimation table for years 2009-2016, Orange County progress report for years 2006-2008
- 5.) % of population with HS diploma and bachelors degree unavailable for years 2006-2008

RESOLUTION NO. 2019-06-25-X

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ADOPTING THE OPERATING BUDGET, CAPITAL IMPROVEMENT PROGRAM, AND OTHER APPROPRIATIONS FOR THE CITY OF LAGUNA HILLS FOR FISCAL YEARS 2019/2020-2020/2021

WHEREAS, the City Manager of the City of Laguna Hills has submitted to the City Council a proposed budget for Fiscal Years 2019/2020-2020/2021; and

WHEREAS, the City Council did consider said proposed budget and set June 25, 2019, as the date of public hearing; and

WHEREAS, after duly giving notice, the City Council did hold such public hearing, and all comments presented to the City Council were considered and evaluated.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:

SECTION 1. The City Manager's proposed general fund operating budget shall be adopted in the amount of \$20,675,186, for FY 2019/2020 and \$21,359,317 for FY 2020/2021, and shall include any changes made and approved as a result of the City's public hearing conducted on June 25, 2019.

SECTION 2. The City Manager's proposed Capital Improvement Plan shall be adopted in the amount of \$4,020,336 for FY 2019/2020 and \$825,000 for FY 2020/2021, and shall include any changes made and approved as a result of the City's public hearing conducted on June 25, 2019.

SECTION 3. The City Manager's proposed debt service appropriation shall be adopted in the amount of \$1,804,921 for FY 2019/2020 and \$1,788,921 for FY 2020/2021.

SECTION 4. The City Manager's following proposed appropriations for other funding uses shall be adopted in the amount listed in the following table for FY 2019/2020 and FY 2020/2021, and shall include any changes made and approved as a result of the City's public hearing conducted June 25, 2019.

<u>Othe funding uses</u>	<u>FY 2019/20</u>	<u>FY 2020/21</u>
AB 2766	\$ 70,000	\$ 35,000
CASp	5,000	5,000
Beverage Recycling	21,757	8,500
CR&R Recycling Fee	2,879	2,879
C&D Forfeited Deposits	68,000	68,000
Senior Mobility	64,272	64,904
Use of Reserves	50,000	50,000

SECTION 5. The City Manager is hereby authorized to make such transfers within the budget as deemed desirable and necessary during each fiscal year in order to meet the City's needs and in compliance with the City's Financial Policies.

SECTION 6. That all budgeted capital improvement projects automatically re-appropriate each fiscal year until the project is completed.

SECTION 7. That all other unexpended appropriations ordered pursuant to Sections 1, 3 and 4 will be automatically carried over from the first fiscal year to the second fiscal year of the two-year budget period.

PASSED, APPROVED, AND ADOPTED this 25th day of June 2019.

DON SEDGWICK, MAYOR

ATTEST:

MELISSA AU-YEUNG, CITY CLERK

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

I, Melissa Au-Yeung, City Clerk of the City of Laguna Hills, California, DO
HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2019-
06-25-X adopted by the City Council of the City of Laguna Hills, California, at a Regular
Meeting thereof held on the 25th day of June 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

MELISSA AU-YEUNG, CITY CLERK