



**CITY OF LAGUNA HILLS
CITY COUNCIL/PLANNING AGENCY
REGULAR MEETING AGENDA**

MAY 13, 2014

Closed Session at 6:00 PM (*when scheduled*)

General Business Session at 7:00 PM

Andrew Blount, Mayor

Dore J. Gilbert, M.D., Mayor Pro Tempore

Randal Bressette, Council Member

Melody Carruth, Council Member

Barbara Kogerman, Council Member

Location: City Council Chamber, 24035 El Toro Road, Laguna Hills, California 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 CARRUTH

ROLL CALL OF CITY COUNCIL MEMBERS

CLOSED SESSION REPORT

1. PRESENTATIONS AND PROCLAMATIONS

1.1 LAGUNA HILLS HIGH SCHOOL STUDENT LIAISON

RECOMMENDATION: THAT THE CITY COUNCIL RECEIVE AN ORAL REPORT FROM LAGUNA HILLS HIGH SCHOOL STUDENT LIAISON GRANT JAFFE.

1.2 SPOTLIGHT ON LOCAL BUSINESS

RECOMMENDATION: THAT THE CITY COUNCIL RECEIVE AN ORAL PRESENTATION FROM MARC SCHLESINGER, GENERAL MANAGER, COURTYARD BY MARRIOTT LAGUNA HILLS, 23175 AVENIDA DE LA CARLOTA, LAGUNA HILLS.

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 REDING WAIVED.

3.2 APPROVAL OF MINUTES FOR APRIL 22, 2014

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE MINUTES OF THE APRIL 22, 2014, REGULAR MEETING.

3.3 APPROVAL OF WARRANT REGISTER FOR PERIOD ENDED
MAY 13, 2014

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE WARRANT REGISTER IN THE AMOUNT OF \$382,955.19.

3.4 ACTIVE TRANSPORTATION PROGRAM (ATP) GRANT
APPLICATION

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE GRANT APPLICATIONS FOR THE ACTIVE TRANSPORTATION PROGRAM (ATP) FOR (1) THE LA PAZ ROAD SIDEWALK WIDENING NEAR VALENCIA ELEMENTARY SCHOOL AND (2) THE MULTI-USE BICYCLE PATH ALONG THE NORTHERLY SIDE OF THE LA PAZ OPEN SPACE FROM ALAMEDA AVENUE TO ALISO HILLS DRIVE

3.5 APPLICATION FOR THE MEASURE M2 ENVIRONMENTAL CLEANUP
PROGRAM (ECP), TIER 1 GRANT

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE GRANT APPLICATION FOR THE MEASURE M2 ENVIRONMENTAL CLEANUP PROGRAM, TIER 1 GRANT, AND ADOPT A RESOLUTION ENTITLED: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, AUTHORIZING AN APPLICATION FOR FUNDS FOR THE MEASURE M2 ENVIRONMENTAL CLEANUP PROGRAM, TIER 1 GRANT UNDER ORANGE COUNTY LOCAL TRANSPORTATION ORDINANCE NO. 3 FOR THE LAGUNA HILLS DEBRIS GATES PROJECT, PHASE IV."

3.6 AUTHORIZATION TO ADVERTISE FOR BIDS FOR THE CITYWIDE
PAVEMENT REHABILITATION PROJECT, CIP NO. 101-I

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE PLANS AND SPECIFICATIONS AND AUTHORIZE THE ADVERTISEMENT FOR BIDS FOR THE CITYWIDE PAVEMENT REHABILITATION PROJECT, CIP NO. 101-I

3.7 AWARD OF PROFESSIONAL SERVICES AGREEMENTS FOR ON-
CALL CIVIL ENGINEERING AND MANAGEMENT SERVICES TO
ANDERSON-PENNA PARTNERS, INC., CIVILSOURCE, INC., HR
GREEN CALIFORNIA, INC., AND WILL DAN ENGINEERING

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE AWARD OF PROFESSIONAL SERVICES AGREEMENTS FOR ON-CALL CIVIL ENGINEERING AND MANAGEMENT SERVICES TO ANDERSON-PENNA PARTNERS, INC., CIVILSOURCE, INC., HR GREEN CALIFORNIA, INC., AND

WILLDAN ENGINEERING, INC., AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENTS.

3.8 THIRD QUARTER FINANCIAL AND TREASURER'S REPORT FOR FISCAL YEAR 2013/14

RECOMMENDATION: THAT THE CITY COUNCIL RECEIVE AND FILE THE THIRD QUARTER FINANCIAL AND TREASURER'S REPORT FOR FISCAL YEAR 2013/14

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 FOR APRIL 22, 2014

RECOMMENDATION: THAT THE PLANNING AGENCY APPROVE THE MINUTES OF THE APRIL 22, 2014, REGULAR MEETING.

4.4 ADMINISTRATIVE REPORTS

4.5 PLANNING AGENCY PUBLIC HEARINGS

4.5.1 SITE DEVELOPMENT PERMIT AND MASTER SIGN PROGRAM NO. 02-14-2796, A REQUEST BY KEITH MORRISSEY ON BEHALF OF MEMORIALCARE HEALTH SYSTEM TO ESTABLISH A MASTER SIGN PROGRAM FOR THE BUILDING LOCATED AT 24302 PASEO DE VALENCIA IN THE (VC) VILLAGE COMMERCIAL ZONING DISTRICT.

RECOMMENDATION: THAT THE PLANNING AGENCY: (1) CONDUCT A PUBLIC HEARING FOR SITE DEVELOPMENT PERMIT AND MASTER SIGN PROGRAM NO. 02-14-2796; AND (2) ADOPT A RESOLUTION ENTITLED: "A RESOLUTION OF THE PLANNING AGENCY OF THE CITY OF LAGUNA HILLS, CALIFORNIA, APPROVING SITE DEVELOPMENT PERMIT AND MASTER SIGN PROGRAM NO. 02-14-2796, A REQUEST BY KEITH MORRISSEY ON BEHALF OF MEMORIALCARE HEALTH SYSTEM TO

ESTABLISH A MASTER SIGN PROGRAM FOR THE BUILDING LOCATED AT 24302 PASEO DE VALENCIA IN THE (VC) VILLAGE COMMERCIAL ZONING DISTRICT."

PLANNING AGENCY ADJOURNMENT

5. CITY COUNCIL PUBLIC HEARINGS

- 5.1 ADOPTION OF A NEGATIVE DECLARATION AND APPROVAL OF CASE NO. GPA/ZC/ZTA-06-13-2608 - GENERAL PLAN AND DEVELOPMENT CODE AMENDMENTS TO ESTABLISH AN OVERLAY ZONE DISTRICT ("HOSPITALITY OVERLAY ZONE") AND ALTERNATIVE DEVELOPMENT STANDARDS FOR HOTEL USES OVER AN AREA OF +/- 19 ACRES GENERALLY LOCATED SOUTH OF LAKE FOREST DRIVE AND WEST OF AVENIDA DE LA CARLOTA.

RECOMMENDATION: THAT THE CITY COUNCIL:

- (1) RESUME THE PUBLIC HEARING FOR THIS ITEM, WHICH WAS CONTINUED AT THE APRIL 22, 2014 CITY COUNCIL MEETING;
- (2) ADOPT A RESOLUTION ADOPTING A NEGATIVE DECLARATION FOR CASE NO. GPA/ZC/ZTA-06-13-2608;
- (3) ADOPT A RESOLUTION APPROVING GENERAL PLAN AMENDMENT NO. 06-13-2608; AND
- (4) INTRODUCE FOR FIRST READING, READ BY TITLE ONLY, AND WAIVE FURTHER READING, AN ORDINANCE ENTITLED: "AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, AMENDING TITLE 9 OF THE LAGUNA HILLS MUNICIPAL CODE (ZONING AND SUBDIVISIONS) AND THE OFFICIAL ZONING MAP TO ESTABLISH THE "HOSPITALITY OVERLAY ZONE (HOZ)" OVERLAY DISTRICT AND RELATED ALTERNATIVE DEVELOPMENT STANDARDS FOR HOTEL USES ON +/- 19 ACRES GENERALLY LOCATED SOUTH OF LAKE FOREST DRIVE AND WEST OF AVENIDA DE LA CARLOTA WITHIN THE FREEWAY COMMERCIAL (FC) AND MIXED USE (MXU) ZONING DISTRICTS."

6. ADMINISTRATIVE REPORTS

- 6.1 City Manager

6.2 City Attorney

- 6.2.1 ORDINANCE OF THE CITY OF LAGUNA HILLS REPEALING CHAPTER 6-40 OF TITLE 6 OF THE LAGUNA HILLS MUNICIPAL CODE PROHIBITING REGISTERED SEX OFFENDERS FROM ENTERING CITY PARKS AND SPECIFIED PRIVATE COMMUNITY PARKS WITHOUT WRITTEN PERMISSION FROM THE ORANGE COUNTY SHERIFF

RECOMMENDATION: THAT THE CITY COUNCIL INTRODUCE FOR FIRST READING, READ BY TITLE ONLY, AND WAIVE FURTHER READING, AN ORDINANCE ENTITLED, "AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, REPEALING CHAPTER 6-40 OF TITLE 6 OF THE LAGUNA HILLS MUNICIPAL CODE PROHIBITING REGISTERED SEX OFFENDERS FROM ENTERING CITY PARKS AND SPECIFIED PRIVATE COMMUNITY PARKS WITHOUT WRITTEN PERMISSION FROM THE ORANGE COUNTY SHERIFF."

6.3 Deputy City Manager/Community Services

- 6.3.1 2014 FOURTH OF JULY CELEBRATION AND FIREWORKS AGREEMENT

RECOMMENDATION: THAT THE CITY COUNCIL: (1) RECEIVE AND FILE THE 2014 FOURTH OF JULY CELEBRATION PRE-EVENT REPORT, AND (2) APPROVE THE FIREWORKS DISPLAY AGREEMENT BETWEEN FIREWORKS AND STAGE FX AMERICA, INC., AND THE CITY OF LAGUNA HILLS FOR 2014 AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT.

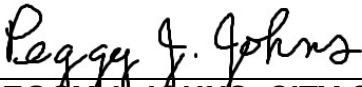
7. **MATTERS AGENDIZED AND PRESENTED BY CITY COUNCIL MEMBERS AND MAYOR**
8. **CITY COUNCIL MEMBER COMMENTS**

ADJOURNMENT

The next Regular Meeting of the City Council will be May 27, 2014, in the City Council Chamber, located at 24035 El Toro Road, Laguna Hills, California.

CERTIFICATION

I, PEGGY J. JOHNS, 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 May 9, 2014, at 5:00 PM.



PEGGY J. JOHNS, CITY CLERK

MAY 9, 2014

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, CALIFORNIA
CITY COUNCIL/PLANNING AGENCY
REGULAR MEETING
MINUTES
APRIL 22, 2014**

GENERAL BUSINESS - CONVENING AT 7:00 PM

CALL TO ORDER

Mayor Blount called the Regular Meeting of the City Council of the City of Laguna Hills, California, to order at 7:01 PM in the Laguna Hills City Council Chamber, 24035 El Toro Road, Laguna Hills, California.

PLEDGE OF ALLEGIANCE: Council Member Kogerman

ROLL CALL OF CITY COUNCIL MEMBERS

Present: Mayor Blount, Mayor Pro Tempore Gilbert, Council Member Carruth, and Council Member Kogerman

Absent: Council Member Bressette

CLOSED SESSION REPORT

A Closed Session was scheduled at the end of the meeting.

1. PRESENTATIONS AND PROCLAMATIONS

1.1 LAGUNA HILLS HIGH SCHOOL STUDENT LIAISON

THE CITY COUNCIL RECEIVED AN ORAL REPORT FROM LAGUNA HILLS HIGH SCHOOL STUDENT LIAISON GRANT JAFFE.

1.2 PRESENTATION OF PROCLAMATION FOR "DROWNING PREVENTION AWARENESS" AND PROCLAMATION FOR "WILDFIRE AWARENESS WEEK"

MAYOR BLOUNT PRESENTED PROCLAMATIONS FOR "DROWNING PREVENTION AWARENESS" AND "WILDFIRE AWARENESS WEEK" TO ORANGE COUNTY FIRE AUTHORITY BATTALION CHIEF MIKE CONTRERAS.

1.3 PRESENTATION OF PROCLAMATION FOR "PURPLE HEART" MONTH

MAYOR BLOUNT PRESENTED A PROCLAMATION TO DONALD PAGELER, AND MEMBERS FROM CHAPTER 752, MILITARY ORDER OF THE PURPLE HEART, PROCLAIMING APRIL AS "PURPLE HEART" MONTH.

2. PUBLIC COMMENTS**LAGUNA HILLS 3/5 DARK HORSE COMMITTEE**

Karen Robbins, Chair of the 3/5 Committee, gave an update on the military banner program and plans for the Memorial Day Race event.

EQUESTRIAN TRAFFIC IMPROVEMENTS

Bonnie Adams and Cheryl Behringer, residents of Nellie Gail and both serving on the "Traffic Trails" Committee, indicated they were grateful for the safety modifications recently completed by the City, and asked for increased traffic enforcement.

MEMORIAL DAY RACE EVENT

Mike Bland, Laguna Hills resident, thanked the City Council and Community Services staff for their efforts in putting together this year's race, and also thanked Team Dark Horse and Karen Robbins for assistance with the military banner program.

3. CONSENT CALENDAR

**MOTION TO APPROVE THE CONSENT CALENDAR, BY M/COUNCIL MEMBER KOGERMAN, S/COUNCIL MEMBER CARRUTH.
APPROVED BY A VOTE OF 4-0-1 (COUNCIL MEMBER BRESSETTE ABSENT).**

3.1 WAIVE READING IN FULL OF ALL ORDINANCES AND RESOLUTIONS ON THE AGENDA

THE CITY COUNCIL WAIVED READING IN FULL OF ALL ORDINANCES AND RESOLUTIONS ON THE AGENDA AND DECLARED 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 APRIL 8, 2014

THE CITY COUNCIL APPROVED THE MINUTES OF THE APRIL 8, 2014, REGULAR MEETING.

3.3 APPROVAL OF WARRANT REGISTER FOR PERIOD ENDED APRIL 22, 2014

THE CITY COUNCIL APPROVED THE WARRANT REGISTER IN THE AMOUNT OF \$880,826.83.

3.4 MEMORANDUM OF UNDERSTANDING WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) FOR THE ADMINISTRATION OF A COUNTY-WIDE CLOSED CIRCUIT TELEVISION VIDEO SYSTEM

THE CITY COUNCIL APPROVED THE MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) AND THE CITY OF LAGUNA HILLS FOR THE COUNTY-WIDE CLOSED CIRCUIT TELEVISION VIDEO INTEROPERABILITY PROJECT AND AUTHORIZED THE CITY MANAGER TO EXECUTE THE MOU.

3.5 FIRST AND FINAL PAYMENT TO G2 CONSTRUCTION, INC., FOR THE WATER QUALITY IMPROVEMENT CATCH BASIN DEBRIS GATE PROJECT, CIP NO. 412C

THE CITY COUNCIL APPROVED THE FIRST AND FINAL PAYMENT TO G2 CONSTRUCTION, INC., IN THE NET AMOUNT OF \$61,669.25, THE FILING OF THE NOTICE OF COMPLETION AND RELEASE OF RETENTION IN 35-DAYS, IF NO LIENS HAVE BEEN FILED, FOR THE WATER QUALITY IMPROVEMENT CATCH BASIN DEBRIS GATE PROJECT, CIP NO. 412C.

3.6 2014 WEED ABATEMENT PROGRAM

THE CITY COUNCIL ADOPTED RESOLUTION NO. 2014-04-22-1, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, DECLARING WEEDS AND RUBBISH ON SPECIFIED PRIVATE PROPERTY TO BE A PUBLIC NUISANCE, COMMENCING PUBLIC PROCEEDINGS, AND SETTING A PUBLIC HEARING FOR MAY 27, 2014.

3.7 EXTENSION OF CITYWIDE LANDSCAPE MAINTENANCE CONTRACT SERVICES AGREEMENT WITH NIEVES LANDSCAPE, INC.

THE CITY COUNCIL APPROVED AMENDMENT NO. 2 TO THE CITYWIDE LANDSCAPE MAINTENANCE CONTRACT SERVICES AGREEMENT WITH NIEVES LANDSCAPE, INC., AND AUTHORIZED THE CITY MANAGER TO SIGN THE AMENDMENT.

3.8 APPROVAL OF FINAL MAP PARCEL MAP NO. 2009-104

THE CITY COUNCIL APPROVED FINAL MAP PARCEL MAP NO. 2009-104.

3.9 PROGRESS PAYMENT NO. 4 FOR LA PAZ OPEN SPACE PROJECT,
CIP NO. 615A

THE CITY COUNCIL APPROVED PROGRESS PAYMENT NO. 4, IN THE NET AMOUNT OF \$109,234.05 TO ENVIRONMENTAL CONSTRUCTION, INC., FOR LA PAZ OPEN SPACE IMPROVEMENTS, CIP NO. 615A.

3.10 ONE-YEAR EXTENSION TO THE AGREEMENT FOR FACILITY
OPERATIONS OF THE ROLLER HOCKEY RINK WITH CSHA, INC.-
ORANGEWOOD

THE CITY COUNCIL APPROVED A ONE-YEAR EXTENSION TO THE AGREEMENT FOR FACILITY OPERATIONS OF THE ROLLER HOCKEY RINK WITH CSHA, INC. - ORANGEWOOD, AND AUTHORIZED THE CITY MANAGER TO SEND A LETTER TO CSHA, INC. - ORANGEWOOD TO ACKNOWLEDGE THE EXTENSION.

4. PLANNING AGENCY

Mayor Blount recessed the City Council meeting and acting in the capacity of Chair, called the regular meeting of the Planning Agency of the City of Laguna Hills, California, to order at 7:42 PM.

4.1 ROLL CALL OF PLANNING AGENCY MEMBERS

Present: Chair Blount, Vice Chair Gilbert, Agency Member Carruth, and Agency Member Kogerman

Absent: Agency Member Bressette

4.2 PUBLIC COMMENTS

There were no Public Comments.

4.3 APPROVAL OF MINUTES FOR APRIL 8, 2014

THE PLANNING AGENCY APPROVED THE MINUTES OF THE APRIL 8, 2014, REGULAR MEETING, BY M/AGENCY MEMBER CARRUTH, S/AGENCY MEMBER KOGERMAN.

APPROVED BY A VOTE OF 4-0-1 (AGENCY MEMBER BRESSETTE ABSENT).

4.4 ADMINISTRATIVE REPORTS

There were no Administrative Reports.

4.5 PLANNING AGENCY PUBLIC HEARINGS

There were no Public Hearings.

PLANNING AGENCY ADJOURNMENT

Mayor Blount reconvened the City Council meeting at 7:43 PM. All Council Members were present, with the exception of Council Member Bressette.

5. CITY COUNCIL PUBLIC HEARINGS

- 5.1 ADOPTION OF A NEGATIVE DECLARATION AND APPROVAL OF CASE NO. GPA/ZC/ZTA 06-13-2608, (I) AN AMENDMENT TO THE LAGUNA HILLS GENERAL PLAN LAND USE ELEMENT TO INCREASE THE ALLOWABLE BUILDING DENSITY/INTENSITY FOR HOTEL USES WITHIN THE FREEWAY COMMERCIAL AND MIXED USE GENERAL PLAN LAND USE DISTRICTS AND TO ENACT POLICIES TO ENCOURAGE TARGETED INFILL DEVELOPMENT AND THE DEVELOPMENT OF HOTEL USES ON CERTAIN PROPERTIES WITH PROXIMITY TO, AND VISIBILITY FROM, THE I-5 FREEWAY, AND (II) AN AMENDMENT TO THE LAGUNA HILLS DEVELOPMENT CODE AND ZONING MAP TO ESTABLISH A NEW "HOSPITALITY OVERLAY ZONE" OVERLAY DISTRICT AND RELATED ALTERNATIVE DEVELOPMENT STANDARDS PERTAINING TO BUILDING SETBACKS, HEIGHT, AND FLOOR AREA RATIO FOR HOTEL USES OVER AN AREA OF +/- 19 ACRES GENERALLY LOCATED SOUTH OF LAKE FOREST DRIVE AND WEST OF AVENIDA DE LA CARLOTA

Mayor Blount opened the Public Hearing. There were no requests to speak from the audience.

**THE CITY COUNCIL MADE A MOTION TO CONTINUE THE PUBLIC HEARING TO A DATE CERTAIN OF MAY 13, 2014, BY M/COUNCIL MEMBER KOGERMAN, S/COUNCIL MEMBER CARRUTH.
APPROVED BY A VOTE OF 4-0-1 (COUNCIL MEMBER BRESSETTE ABSENT).**

6. ADMINISTRATIVE REPORTS

- 6.1 City Manager

6.1.1 LEASE PROPOSAL FROM WALGREEN COMPANY

**THE CITY COUNCIL MADE A MOTION TO RECEIVE AND FILE THE REPORT, BY M/COUNCIL MEMBER CARRUTH, S/MAYOR PRO TEMPORE GILBERT.
APPROVED BY A VOTE OF 4-0-1 (COUNCIL MEMBER BRESSETTE ABSENT).**

6.1.2 APPROVAL OF A PROPOSED JOINT USE RECREATION FACILITIES AGREEMENT BETWEEN THE CITY OF LAGUNA HILLS AND THE SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT FOR THE CONTINUED USE OF THE LAGUNA HILLS HIGH SCHOOL ATHLETIC FIELDS

THE CITY COUNCIL ADOPTED RESOLUTION NO. 2014-04-22-2, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, APPROVING A JOINT USE RECREATION FACILITIES AGREEMENT WITH THE SADDLEBACK VALLEY UNIFIED SCHOOL DISTRICT FOR USE OF THE LAGUNA HILLS HIGH SCHOOL ATHLETIC FIELDS, BY M/COUNCIL MEMBER CARRUTH, S/COUNCIL MEMBER KOGERMAN. APPROVED BY A VOTE OF 4-0-1 (COUNCIL MEMBER BRESSETTE ABSENT).

7. MATTERS AGENDIZED AND PRESENTED BY CITY COUNCIL MEMBERS AND MAYOR

There were no items agendized and presented by City Council Members and Mayor.

8. CITY COUNCIL MEMBER COMMENTS

COUNCIL MEMBER CARRUTH

Council Member Carruth stated she attended this year's Earth Day Laguna Hills which was held on Saturday, April 19, 2014, and she appreciated staff's efforts in organizing the event. She indicated the crowd was enthusiastic and well fed by Villa Roma Restaurant and Mountain Mike's Pizza who donated lunch to the volunteers. Council Member Carruth was encouraged with the tree planting and creek cleaning efforts.

MAYOR BLOUNT

Mayor Blount stated he appreciated Mayor Pro Tempore Gilbert's ideas regarding the high school athletic fields and turf replacement. Mayor Blount indicated it was a great solution to expand recreation facilities and achieve and promote water conservation. Mayor Blount stated he appreciated all input provided by City Council.

9. CLOSED SESSION

9.1 CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Pursuant to Government Code Section 54956.8

Property: Walgreens located at 24031 El Toro Road, Laguna Hills, California

Agency Negotiators: Bruce E. Channing, City Manager, and Donald J. White, Assistant City Manager

Negotiating Parties: City of Laguna Hills and Walgreen Company – Robert Remer, Remer Radcliff Corporation

Under Negotiation: Price and Terms of Payment

PUBLIC COMMENT ON CLOSED SESSION ITEM

There were no Public Comments on the Closed Session item.

CONVENE INTO CLOSED SESSION

Mayor Blount convened the meeting into Closed Session at 8:15 PM.

ADJOURN TO CITY COUNCIL CONFERENCE ROOM

RECONVENE TO CITY COUNCIL CHAMBER

Mayor Blount reconvened to the City Council Chamber at 8:35 PM. All Council Members were present with the exception of Council Member Bressette.

CLOSED SESSION REPORT

City Attorney Simonian indicated there was no reportable action taken during Closed Session.

ADJOURNMENT

There being no further business before the City Council at this session, Mayor Blount adjourned the meeting at 8:37 PM.

PEGGY J. JOHNS, CITY CLERK

ATTEST:

ANDREW BLOUNT, MAYOR

APPROVED AT MEETING OF _____



City of Laguna Hills City Council Meeting Agenda Staff Report

DATE: MAY 13, 2014
TO: MAYOR AND COUNCIL MEMBERS
FROM: DONALD J. WHITE, ASSISTANT CITY MANAGER
ISSUE: APPROVAL OF WARRANT REGISTER FOR PERIOD ENDED
MAY 13, 2014.

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE WARRANT REGISTER IN THE AMOUNT OF \$382,955.19.

SUMMARY:

In accordance with Government Code Section 37202, the attached Warrant Register reflects the disbursements of the City of Laguna Hills for the period reported thereon. The Assistant City Manager certifies and attests to its accuracy and the availability of funds for the payment thereof. These warrants are hereby submitted to the City Council for approval of payment.

Prepared by:

JANICE MATEO REYES
Finance Manager

Certified:



DONALD J. WHITE
Assistant City Manager

5-7-14

DATE

FISCAL IMPACT:

The warrant register total is \$382,955.19.

ATTACHMENTS:

1. Warrant Register

CITY OF LAGUNA HILLS
WARRANT REGISTER
May 13, 2014

VENDOR	DESCRIPTION	CHECK NO.	AMOUNT
PREPAID WARRANTS:			
ALICEA, MIA	Contract Instructor Fee, Dancing Spring Session, Community Services	8807138	\$ 585.20
ALVES, CHAD	Refund, Pool Bond, CR# 47098	8807139	500.00
AT&T	Communication Expense, Administrative Services Fax Line, Apr '14	8807140	74.67
AT&T- CALNET 2	Communication Expense, Alarm System, 2-Way Line, Switchboard, Modem, T-1 Line and Traffic Control, Apr '14	8807161	1,971.44
BUILDRITE, INC.	Refund C&D Deposit, CR# 47450	8807121	1,847.65
CARRINO, MARGARET	Professional Services, Paleontology, Community Services, Feb '14	8807122	1,112.50
COCHRAN, GAIL	Mileage Reimbursement, Administrative Services, Apr '14	8807169	21.47
COX COMMUNICATION	Communication Expense, Traffic Control, Apr '14	8807141	179.00
CYBERSOURCE CORPORATION	eCommerce Payment Gateway Service, Online Permits, Community Development, Mar '14	8807123	29.00
DOCU-TRUST	Off Site Data Storage, Dec '13	8807142	55.00
EL TORO WATER DISTRICT	Water Usage, Parks, Mar '14	8807176	7,036.33
EVERBANK COMMERCIAL FINANCE	Lease - Copier, City Hall, Apr '14	8807143	221.55
HOME DEPOT	Program Supplies, Community Services, Mar '14	8807144	55.77
IRVINE RANCH WATER DISTRICT	Water Usage, Parks, Mar '14	8807124	108.33
LAGUNA HILLS GRAD NITE - 2014	Community Assistance, Public Safety Laguna Hills High School Grad Night '14	8807187	4,000.00
MARTIN-RUSK, DINA	Contract Instructor Fee, Zumba Spring Session, Community Services	8807190	1,095.50
MEEHAN, DANIEL	Cash Drawer Replenishment, Onsite Registration, 1/2 Marathon & 5K Event, Community Services	8807191	1,250.00
MILLER, SCOTT	Refund, Pool Bond, CR# 47262	8807125	500.00
ORANGE COUNTY REGISTER	Subscription, Community Center, 03/28/14 - 05/23/14	8807126	165.67
ORANGE COUNTY REGISTER	Subscription, City Hall, 4/21/14 - 7/21/14	8807145	263.95
REFUND, FACILITY RENTAL DEPOSIT	Fidelis Inc., V# 2003096.002	8807127	100.00
REFUND, FACILITY RENTAL DEPOSIT	California School of English, V# 2003088.002	8807128	85.00
REFUND, FACILITY RENTAL DEPOSIT	South Coast Singers Inc., V# 2003087.002	8807129	112.50
REFUND, FACILITY RENTAL DEPOSIT	V. Rayo, V# 2003085.002	8807130	500.00
REFUND, FACILITY RENTAL DEPOSIT	N. Mansuri, V# 2003094.002	8807131	500.00

CITY OF LAGUNA HILLS
WARRANT REGISTER
May 13, 2014

VENDOR	DESCRIPTION	CHECK		AMOUNT
		NO.		
REFUND, FACILITY RENTAL DEPOSIT	E. Amipas, V# 2003095.002	8807132		500.00
REFUND, FACILITY RENTAL DEPOSIT	Beach Cities Quilters Guild, V#2003109.002	8807146		500.00
REFUND, FACILITY RENTAL DEPOSIT	B. De La Torre, V# 2003107.002	8807147		500.00
REFUND, FACILITY RENTAL DEPOSIT	Camden Park Service Corporation, V# 2003110.002	8807148		250.00
REFUND, FACILITY RENTAL DEPOSIT	L. Wong, V# 2003103.002	8807149		250.00
REFUND, FACILITY RENTAL DEPOSIT	E. Perez, V# 2003105.002	8807150		500.00
REFUND, FACILITY RENTAL DEPOSIT	Laguna Hills High School, V# 2003118.002	8807200		500.00
REYES, JANICE MATEO	Petty Cash Replenishment, Departmental Operating Expenditures, Mar - Apr '14	8807133		628.39
REYES, JANICE MATEO	Mileage Reimbursement, Administrative Services, Apr '14	8807202		21.47
SADDLEBACK FAMILY & URGENT CARE	Pre-employment Physicals, Mar '14	8807151		70.00
SAN DIEGO GAS & ELECTRIC	Electric Usage, Street Lights, Mar '14	8807134		13,049.92
SAN DIEGO GAS & ELECTRIC	Electric Usage, Community Center, Traffic Control and Street Lights, Mar '14	8807152		25,135.66
SOCAL OFFICE TECHNOLOGIES	Usage - Copier, Community Services, Feb - Apr '14	8807153		1,371.92
SOUTH COAST TROPHY	Operating Supplies, Police Services, Mar '14	8807135		87.90
SOUTHERN CALIFORNIA EDISON	Electric Usage, Street Lights and Traffic Control, Mar '14	8807136		540.59
SOUTHERN CALIFORNIA EDISON	Electric Usage, Street Lights and Traffic Control, Mar '14	8807154		8,944.07
SPARKLETTS	Operating Supplies, Community Services, Apr '14	8807155		62.07
SPRINT	Communication Expense, Community Services, Mar '14	8807137		106.15
Total Prepaid Warrants:				\$ 75,388.67
REGULAR WARRANTS:				
A. C. LANDSCAPE, INC.	Water Management Services, Irrigation Repairs, Apr '14	8807156	\$	717.45
ACE BUSINESS MACHINES, INC.	Office Equipment Repairs, City Hall, Apr '14	8807157		180.00
ALL CITY MANAGEMENT, INC.	Crossing Guard Services, 03/16/14 - 03/29/14	8807158		3,504.00
APWA	Micro Paver Software Upgrade, Apr '14	8807159		550.00
ART TO GROW ON CHILDREN'S	Contract Instructor Fee, Art Classes Spring Session, Community Services	8807160		882.00
BEE MAN, THE	Bee Removal, Parks, Mar - Apr '14	8807162		508.00

CITY OF LAGUNA HILLS
WARRANT REGISTER
May 13, 2014

VENDOR	DESCRIPTION	CHECK NO.	AMOUNT
BRAME, MARILYN	Contract Instructor Fee, Drawing Spring Session, Community Services	8807163	294.00
BUREAU VERITAS NORTH AMERICA	Professional Services, On-Call Inspections and La Paz Open Space Riparian Habitat CIP # 615 and NPDES CIP # 410	8807164	20,532.50
C&D ELECTRIC, INC.	Lighting Repairs, Parks, Mar - Apr '14	8807165	487.28
C2 REPROGRAPHICS	Printing, Engineering and City Clerk, Mar - Apr '14	8807166	263.78
CALIFORNIA OFFICE SYSTEMS	Usage - Copier, City Hall, Mar '14	8807167	251.49
CDW GOVERNMENT, INC.	Computer Hardware, Community Development, Apr '14	8807168	257.17
COMPLETE OFFICE OF CALIFORNIA	Office, Computer and Operating Supplies, Community Center, Apr '14	8807170	363.66
COX, CASTLE & NICHOLSON LLP	Professional Services, Legal, Jan - Mar '14	8807171	4,500.00
DEPARTMENT OF MOTOR VEHICLES	Vehicle Registration Renewal, Jul '14	8807172	277.00
DUNBAR ARMORED, INC.	Courier Fee, Armored Transport, Apr '14	8807173	122.93
ECLIPSE MESSENGER SERVICE, INC.	Delivery Service, Apr '14	8807174	23.69
EISENBERG, DALE	Contract Instructor Fee, Aikido Spring Session, Community Services	8807175	766.50
ELKINS, CHRISTINA	Contract Instructor Fee, Dancing Spring Session, Community Services	8807177	240.10
FEDERAL EXPRESS CORPORATION	Delivery Services, Apr '14	8807178	234.37
FUN SERVICES	Program Expense Deposit, 4th of July Event, Community Services	8807179	800.00
GMU GEOTECHNICAL, INC.	Geological Services, La Paz Open Space Riparian Habitat CIP # 615	8807180	2,707.50
HARTZOG & CRABILL, INC.	Professional Services, Traffic Engineering, Mar '14	8807181	3,539.17
HINDERLITER, DE LLAMAS & ASSOC	Professional Services, Sales Tax Audit 1st Qtr '14 and Recovery Fee 3rd Qtr '13	8807182	3,339.74
JAMEY CLARK, INC.	Janitorial Services, Park Repairs and Graffiti Removal, Parks, Mar - Apr '14	8807184	10,734.33
JOE A. GONSALVES & SON	Professional Services, Legislative Services, May '14	8807185	2,900.00
KNIGHT, LORNA ANGELA	Contract Instructor Fee, Yoga Spring Session, Community Services	8807186	2,699.90
LASER QUEST	Program Expense, Deposit, Community Services, Jul '14	8807188	210.00
MERCURY DISPOSAL SYSTEM, INC.	Recycling Program Services, Batteries and Bulbs, Apr '14	8807192	216.58
MUSCO SPORTS LIGHTING, LLC	Maintenance, Lighting, Community Center Sports Complex, Mar '14	8807193	10,262.24
MYERS, JOHN	Contract Instructor Fee, Tennis Classes Spring Session, Community Services	8807194	572.00
NIEVES LANDSCAPE, INC.	Other Assorted Landscape Services, Apr '14	8807195	2,051.09

CITY OF LAGUNA HILLS
WARRANT REGISTER
May 13, 2014

VENDOR	DESCRIPTION	CHECK NO.	AMOUNT
OFFICE SOLUTIONS	Office and Operating Supplies, Apr '14	8807197	533.41
ORANGE COUNTY JUMPERS, LLC	Program Expense, 1/2 Marathon and 5K Event, Community Services, May '14	8807198	800.00
ORANGE COUNTY TREASURER	Public Safety 800 MHZ Cost Allocation 3rd Qtr 13/14, Communication Charge 4th Qtr 13/14	8807189	3,733.14
ORANGE COUNTY TREASURER	NPDES, National Pollutant Discharge Elimination System, City's Cost Share	8807196	41,129.85
ORANGE COUNTY TREASURER	Road Maintenance, Mar '14	8807204	90,899.75
PARSONS BRINCKERHOFF	Professional Services, La Paz Widening @ I-5 CIP # 159	8807199	1,130.92
RENEGADE RACING	Event Management Services, 2014 1/2 Marathon and 5K Event, Partial Payment	8807201	6,000.00
RICHARD FISHER ASSOCIATES	Professional Services, General Park Renovations CIP # 241 and La Paz Open Space Riparian Habitat CIP # 615	8807203	8,480.70
SAFECHECKS	Printing Expense, Apr '14	8807205	281.13
SALISBURY, ELENA	Contract Instructor Fee, Music Classes Spring Session, Community Services	8807206	1,816.50
SINTA DESIGN	Event Promotional Services, 1/2 Marathon and 5K Event, Community Services, May '14	8807207	735.00
STAPLETON, VIVIAN	Contract Instructor Fee, Early Childhood Music Spring Session, Community Services	8807208	600.26
STUDIO TWO BLACK DIAMOND	Printing Services, Administrative Services, Apr '14	8807209	233.99
STV INCORPORATED	Professional Services, Paseo de Valencia Widening CIP # 145	8807210	6,696.06
SUMMIT FINANCIAL RESOURCES,	Uniforms, Police Services, Apr '14	8807211	173.50
TRAUMA INTERVENTION PROGRAMS	Community Program, TIP, Apr - Jun '14	8807212	910.32
WATKINS, CHRIS	Umpire Fees, Adult Softball, Community Services	8807213	90.00
WEST COAST ARBORISTS, INC.	Tree Trimming, Mar '14	8807214	20,843.00
WEST PUBLISHING CORPORATION	Subscription, City Clerk, Mar '14	8807215	181.00
WOODRUFF, SPRADLIN & SMART	Professional Services, Legal, Mar '14	8807216	46,822.89
XEROX CORPORATION	Lease - Copier, City Hall, Apr '14	8807217	486.63
Total Regular Warrants:			\$ 307,566.52
**WARRANT REGISTER TOTAL **			\$ 382,955.19



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: MAY 13, 2014

TO: MAYOR AND COUNCIL MEMBERS

FROM: KENNETH H. ROSENFELD
DIRECTOR OF PUBLIC SERVICES/CITY ENGINEER

ISSUE: ACTIVE TRANSPORTATION PROGRAM (ATP) GRANT APPLICATION

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE GRANT APPLICATIONS FOR THE ACTIVE TRANSPORTATION PROGRAM (ATP) FOR (1) THE LA PAZ ROAD SIDEWALK WIDENING NEAR VALENCIA ELEMENTARY SCHOOL AND (2) THE MULTI-USE BICYCLE PATH ALONG THE NORTHERLY SIDE OF THE LA PAZ OPEN SPACE FROM ALAMEDA AVENUE TO ALISO HILLS DRIVE

SUMMARY:

Caltrans announced the Active Transportation Project (ATP) Call for Projects on March 21, 2014, with applications being due on May 21, 2014. The program funds projects which encourage increased use of active modes of transportation such as walking and bicycling. The ATP consolidates existing federal and state transportation programs, including the Transportation Alternatives Program (TAP), Bicycle Transportation Account (BTA), and State Safe Routes to School (SR2S), into a single funding program. The ATP is administered by the Caltrans Division of Local Assistance, Office of Active Transportation and Special Programs. Staff has prepared two grant applications, namely (1) La Paz Road Sidewalk Widening, and (2) La Paz Open Space Bikeways project. Approval of the grant applications is recommended.

BACKGROUND:

On March 21, 2014, Caltrans Division of Local Assistance announced a Call for Projects for the ATP. The annual ATP funding is a combination of State Highway Account (SHA) and Federal Funds in the amount of \$129.5 million. The minimum request for ATP funds is \$250,000 per project, and there is an 11.47% matching funds requirement. The purpose of ATP is to encourage increased use of active modes of transportation by achieving the following goals: Increase the proportion of trips accomplished by biking and walking; Increase safety and mobility for non-motorized users; Advance the active transportation efforts of regional agencies to achieve greenhouse gas reduction goals; Enhance public

health; Ensure that disadvantaged communities fully share in the benefits of the program; and Provide a broad spectrum of projects to benefit many types of active transportation users.

Staff has prepared a grant application for construction of CIP No. 171, La Paz Road Sidewalk Widening adjacent to Valencia Elementary School. The proposed project includes widening the existing four feet wide sidewalk to eight feet wide to match the arterial highway sidewalk standards. The sidewalk will be designed per Americans with Disability Act (ADA) standards along the northerly side of La Paz Road from Paseo De Valencia to Grissom Road, and along the southerly side of La Paz Road from Paseo De Valencia Champlain Road (project limits). Please see the attached Vicinity Map.

In addition to this project, Staff has also prepared an application for the installation of a multi-use trail and bikeway along the northerly side of the La Paz Open Space from Alameda Avenue to Aliso Hills Drive, CIP No. 615B. CIP No. 615A, La Paz Open Space improvements from Moulton Parkway to Alameda Avenue, is currently under construction. The proposed project CIP No. 615B is a continuation of this project. The application has been completed for bikeway and pedestrian related improvements only, which matches the allowable expenditures under the ATP. Please see the attached Vicinity Map.

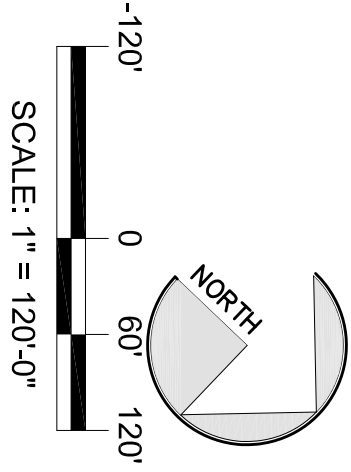
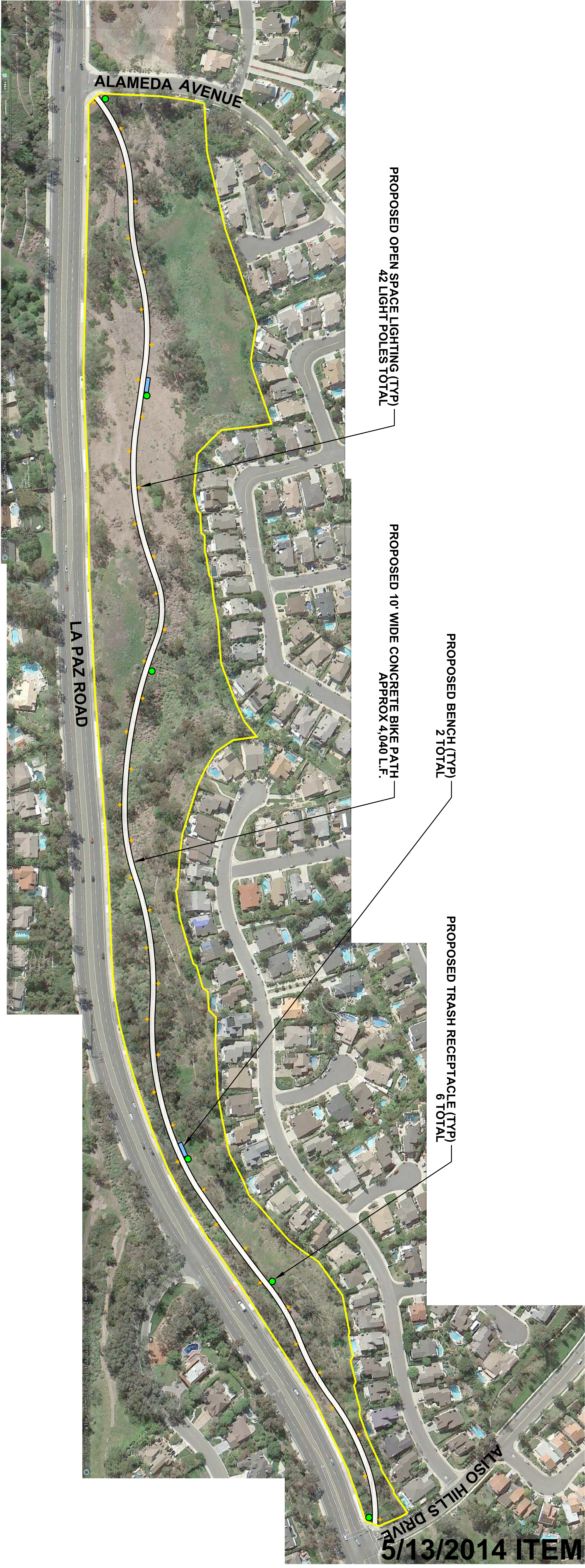
The City previously applied for both of the above-mentioned projects through the Highway Safety Improvement Program, HSIP, and the Bicycle Corridor Improvement Program, BCIP, respectively. Neither project was selected for funding through those competitive funding programs. It is recommended that both projects be resubmitted for potential funding under the new ATP. The application due date for this Call for Projects is May 21, 2014.

FISCAL IMPACT:

The total project cost for the La Paz Sidewalk Widening project is \$540,000, which includes \$62,000 in City matching funds. The total project construction cost of the La Paz Open Space Multi-use Trail and Bikeway project is \$706,332, which includes \$81,016 in City matching funds. There is also a separate project design cost estimated at \$106,000. The total requested ATP funds for both projects are \$1,103,316. Both projects are included in the Capital Improvement Program Budget in future years, however, should funding be granted, the Budget will have to be amended to identify the source of the matching funds.

ATTACHMENTS:

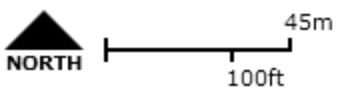
- La Paz Road Open Space Bikeway Project Preliminary Concept
- La Paz Road Sidewalk Widening Project Vicinity Map



LA PAZ OPEN SPACE BIKEWAY FROM ALAMEDA AVE. TO ALISO HILLS DR.

CITY OF LAGUNA HILLS

PRELIMINARY CONCEPT



Date: 06/28/13

VICINITY MAP



5/13/2014 ITEM NO. 3.4



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: MAY 13, 2014

TO: MAYOR AND COUNCIL MEMBERS

FROM: KENNETH H. ROSENFELD
DIRECTOR OF PUBLIC SERVICES/CITY ENGINEER

ISSUE: APPLICATION FOR THE MEASURE M2 ENVIRONMENTAL CLEANUP
PROGRAM (ECP), TIER 1 GRANT

RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE GRANT APPLICATION FOR THE MEASURE M2 ENVIRONMENTAL CLEANUP PROGRAM, TIER 1 GRANT, AND ADOPT A RESOLUTION ENTITLED: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, AUTHORIZING AN APPLICATION FOR FUNDS FOR THE MEASURE M2 ENVIRONMENTAL CLEANUP PROGRAM, TIER 1 GRANT UNDER ORANGE COUNTY LOCAL TRANSPORTATION ORDINANCE NO. 3 FOR THE LAGUNA HILLS DEBRIS GATES PROJECT, PHASE IV."

SUMMARY:

Measure M2 provides for two percent of gross revenue to be dedicated to protecting Orange County beaches and waterways from the conveyance of urban runoff associated with transportation-generated pollution. The Measure M2 Environmental Cleanup Program (ECP) Tier 1 Grant ensures that funds will be used on a countywide competitive basis to meet Federal Clean Water Act standards for controlling transportation-generated pollution by funding nationally recognized Best Management Practices (BMPs) for water quality benefits. Staff proposes to submit an application in response to the fourth call for projects for the installation of debris gates (retractable catch basin screens) on approximately 35 catch basin locations throughout the City. It is recommended that the City Council approve of the submission of an ECP funding application and adopt the required Resolution.

BACKGROUND:

On March 10, 2014, the Orange County Transportation Authority (OCTA) issued the third call for projects for the Measure M2 ECP, Tier 1 Grant. An estimated \$2.6 million in Measure M2 funds for Fiscal Year 2014-2015 are being made available to eligible applicants, which include Orange County cities and the County of Orange, on a competitive basis. The maximum grant amount is \$200,000 per project, with a \$500,000

cap per agency. A total of up to \$19.5 million is available for the Tier 1 Grant Program over a seven-year window from Fiscal Year 2011-2012 through Fiscal Year 2017-2018.

The Measure M2 ECP, Tier 1 Grant is designed to mitigate the more visible forms of pollutants, such as litter and debris that collect on the roadways and in the catch basins prior to being deposited into waterways and the ocean. It consists of funding for equipment purchases and installation of screens, filters, and inserts at catch basins. Following the funding award by OCTA in late 2014, projects must begin construction by June 30, 2015. A minimum match of 25% is required for this program. This match can be provided as cash contributions and/or in-kind services.

Previously, the City was awarded \$61,950 for the installation of 69 debris gates from the first call of ECP funding in Fiscal Year 2011-2012, \$70,350 from the second call of this program in Fiscal Year 2012-2013, and \$64,915 from the third call of this program in Fiscal Year 2013-2014. All three previous projects have been completed. Staff is seeking to apply for funds in the similar range for approximately 35 new debris gate locations as part of the Fiscal Year 2014-2015 call for projects. The locations of this new work are currently in the process of being selected. The minimum 25% matching requirements can be achieved from staff's ongoing inspection and crew maintenance of the proposed debris gates. A Resolution in support of the funding application is required and is attached.

Staff is preparing the Measure M2 ECP, Tier 1 Grant application based upon information provided by G2 Construction, Inc., (formerly U.S. Enviro-net Services, Inc.), for its "CAM lock automatic retractable debris gates." A Contractor Services Agreement with G2 Construction, Inc. was approved by the City Council at its May 22, 2012 meeting, for the seven-year ECP cycle. G2 Construction, Inc. has installed debris gates on over 280 catch basins throughout the City. The debris gate, also known as Automatic Retractable Screen (ARS), remains closed during dry weather to prevent trash, debris, animals, and pollutants from entering the catch basin. The unwanted debris stays next to the curb for the routine street sweeper pickup. During heavy rain events, the gate automatically rises to prevent street flooding without staff assistance. Once the water flow slows down, the gate automatically closes and remains closed when dry. The gates do require occasional maintenances to remain in good working order.

FISCAL IMPACT:

This project is included in the Fiscal Year 2014-2015 Capital Improvement Program Budget, CIP No. 412, in the amount of \$70,000. The total project cost is estimated to be around \$85,000, 75% of which will be grant funds, and 25% will be a future City match requirement. The matching funds for the grant will be provided through in-kind services over a ten-year period within the Public Works Operating Budget.

ATTACHMENTS:

- Resolution

RESOLUTION NO. 2014-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, AUTHORIZING AN APPLICATION FOR FUNDS FOR THE MEASURE M2 ENVIRONMENTAL CLEANUP PROGRAM, TIER 1 GRANT UNDER ORANGE COUNTY LOCAL TRANSPORTATION ORDINANCE NO. 3 FOR THE LAGUNA HILLS DEBRIS GATES PROJECT, PHASE IV

The City Council of the City of Laguna Hills, California, hereby finds, determines, declares, and resolves as follows:

WHEREAS, Orange County Local Transportation Ordinance No.3, dated July 24, 2006, and is known and cited as the Renewed Measure M Transportation Ordinance and Investment Plan makes funds available through the Environmental Cleanup Program to help protect Orange County beaches and waterways from transportation-generated pollution (urban runoff) and improve overall water quality; and

WHEREAS, the Measure M2 Environmental Cleanup Program (ECP), Tier 1 Grant, consists of funding purchases and installation to catch basins with Best Management Practices, such as screens, filters, inserts, and other "street-scale" low flow diversion projects; and

WHEREAS, Orange County Transportation Authority (OCTA) has established the procedures and criteria for reviewing proposals; and

WHEREAS, the City of Laguna Hills possesses authority to nominate water quality improvement projects that have a transportation pollution nexus to finance and construct the proposed project; and

WHEREAS, by formal action the City of Laguna Hills authorizes the nomination of the Laguna Hills Debris Gates Project Phase IV, including all understanding and assurances contained therein, and authorizes the person identified as the official representative of the City of Laguna Hills to act in connection with the nomination and to provide such additional information as may be required; and

WHEREAS, the City of Laguna Hills will maintain and operate the equipment acquired and installed; and

WHEREAS, the City of Laguna Hills will give OCTA's representatives access to and the right to examine all records, books, papers or documents related to the funded Measure M2 ECP, Tier 1 Grant; and

WHEREAS, the City of Laguna Hills will cause work on the project to be commenced within a reasonable time after receipt of notification from OCTA and that the project will be carried to completion with reasonable diligence; and

WHEREAS, the City of Laguna Hills will comply where applicable with provisions of the California Environmental Quality Act, the National Environmental Policy Act, the American with Disabilities Act, and any other federal, state, and/or local laws, rules and/or regulations;

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

SECTION 1. The City Council of the City of Laguna Hills hereby authorizes Bruce E. Channing as the official representative of the City of Laguna Hills to submit the grant application and accept funds for the Measure M2 ECP, Tier 1 Grant Program for the Laguna Hills Debris Gates Project Phase IV.

SECTION 2. The City Council of the City of Laguna Hills agrees to fund its share of the project costs and any additional costs over the identified programmed amount.

PASSED, APPROVED, AND ADOPTED this 13th day of May 2014.

ANDREW BLOUNT, MAYOR

ATTEST:

PEGGY J. JOHNS, CITY CLERK

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

I, Peggy J. Johns, City Clerk of the City of Laguna Hills, California, DO
HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No.
_____ adopted by the City Council of the City of Laguna Hills, California,
at a Regular Meeting thereof held on the x day of x 2014, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

PEGGY J. JOHNS, CITY CLERK



City of Laguna Hills City Council Meeting Agenda Staff Report

DATE: MAY 13, 2014

TO: MAYOR AND COUNCIL MEMBERS

**FROM: KENNETH H. ROSENFELD
DIRECTOR OF PUBLIC SERVICES/CITY ENGINEER**

**ISSUE: AUTHORIZATION TO ADVERTISE FOR BIDS FOR THE CITYWIDE
PAVEMENT REHABILITATION PROJECT, CIP NO. 101-I**

**RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE PLANS AND
SPECIFICATIONS AND AUTHORIZE THE ADVERTISEMENT FOR BIDS FOR THE
CITYWIDE PAVEMENT REHABILITATION PROJECT, CIP NO. 101-I**

SUMMARY:

Every two years, in an effort to properly maintain the City's pavement infrastructure, a capital improvement project is implemented to repair and resurface selected streets. The plans and specifications for the next project, known as CIP No. 101-I, have been prepared by staff and are ready to be advertised for bids with construction anticipated to occur in mid-summer 2014. The project involves the completion of new pavement resurfacing of the remaining residential streets in "Zone A" and "Zone D" along with the construction of 18 access ramps, and repairs to the southerly portion of Moulton Parkway, certain segments of bike trails and the southerly portion of Cabot Road. Approval of the Plans and Specifications and Authorization to advertise the project for bids is recommended.

BACKGROUND:

Staff has prepared the Plans and Specifications for the Citywide Pavement Rehabilitation Project, CIP No. 101-I, which is scheduled for construction in the 2014-2015 Fiscal Year. The bid documents are on file with the office of the City Clerk. The project entails the resurfacing of selected residential streets, a portion of Moulton Parkway, some bike trails and a portion of Cabot Road. The work is necessary to maintain the City's investment in the pavement infrastructure and is consistent with the Pavement Management Plan.

The work on the selected residential streets includes a new pavement surface for the remaining streets not previously resurfaced within pavement areas designated as "Zone A and Zone D" and the construction of 18 access ramps. A graphic depiction of the streets

scheduled for resurfacing is attached. Zone A includes streets southerly of Oso Parkway in both "Nellie Gail Ranch" and in "Moulton Ranch." Zone D includes streets bounded by Alicia Parkway, Paseo de Valencia, Cabot Road and the I-5.

The planned work on Moulton Parkway includes resurfacing this arterial highway between Nellie Gail Road and SR-73. The planned work on the bike trails includes resurfacing of the "Aliso Hills Bike Trail" along the northerly side of Alicia Parkway from Via Lomas Street to westerly of Moulton Parkway (at the join point of the County Aliso Creek Trail). The planned work on Cabot Road includes resurfacing this arterial highway from Rapid Falls Road to the Southerly City Limit. The latter two projects (Bike Trail and Cabot Road) will be bid as Alternate Bids to make sure the core project meets the Budget.

The Engineer's Estimate for the construction cost of the project is \$1,750,000.

FISCAL IMPACT:

The 2014-2015 Fiscal Year Budget allocates \$2,000,000 for the Citywide pavement resurfacing project, CIP No. 101-I. However, the funding for this project is currently limited to the existing and projected receipts of the Highway Users Tax Account (HUTA), often referred to as "gas taxes." Gas Taxes are declining as the tax is not tied to any cost index, has not been raised by the State in 20 years, and vehicle fuel efficiency has been increasing which results in lower gasoline usage and tax receipts. The combined HUTA for the current two-year budget is projected to be slightly above \$1,800,000. Accordingly, staff has limited the CIP No. 101-I scope of work to match the projected funding. Consequently, the necessary proposed work on the Bike Trail and the proposed work on Cabot Road will be Alternate Bids and only awarded if the overall bids are lower than the HUTA funding.

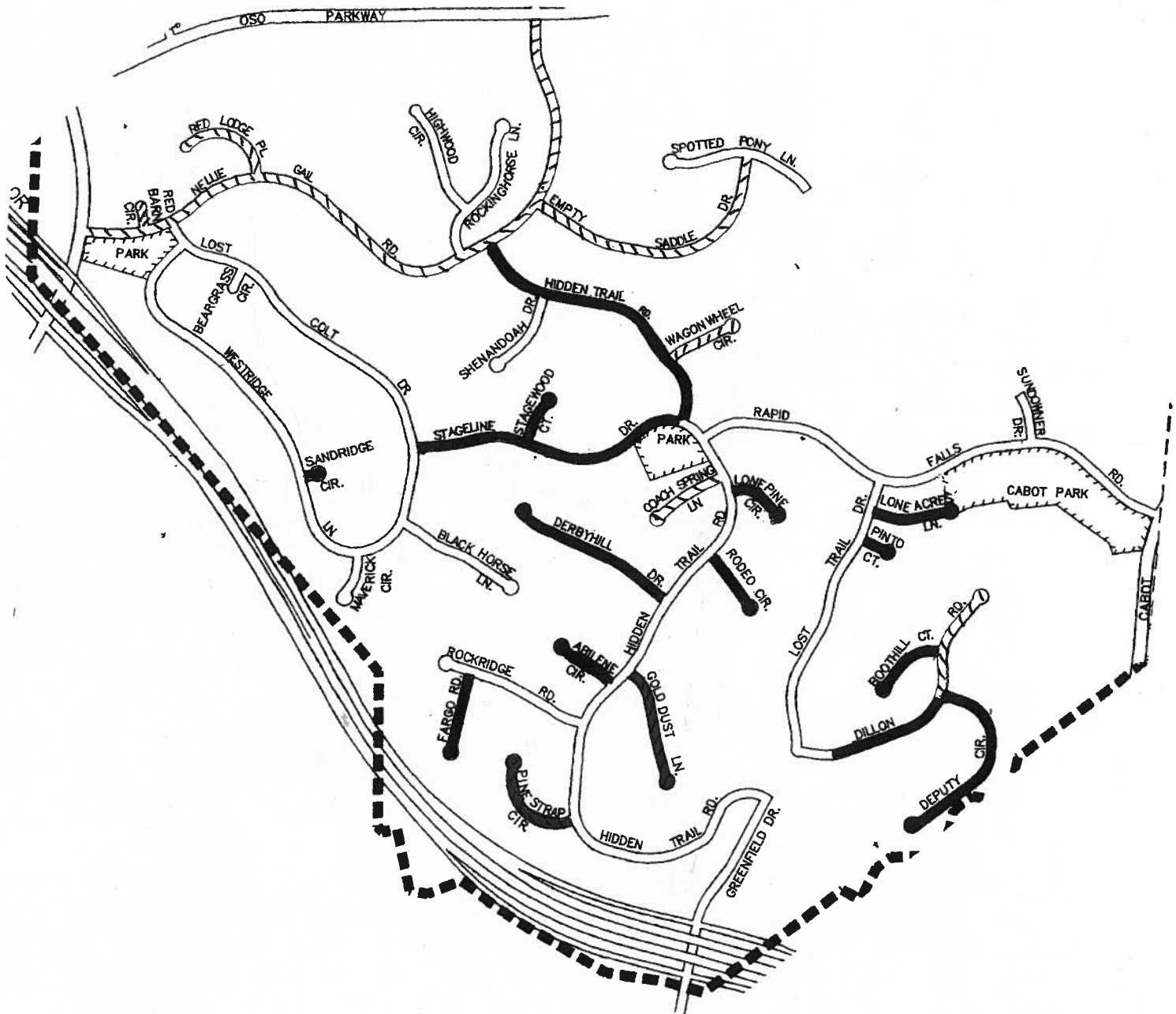
CEQA FINDINGS:

The Project is Categorically Exempt, Existing Facilities, per Section 15301 of CEQA Guidelines.

ATTACHMENTS:

- Zone A
- Zone D

ZONE A



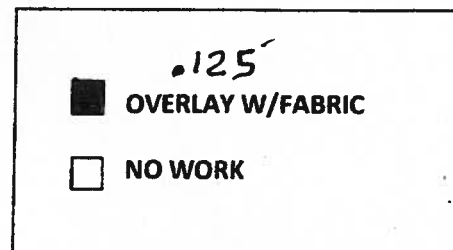
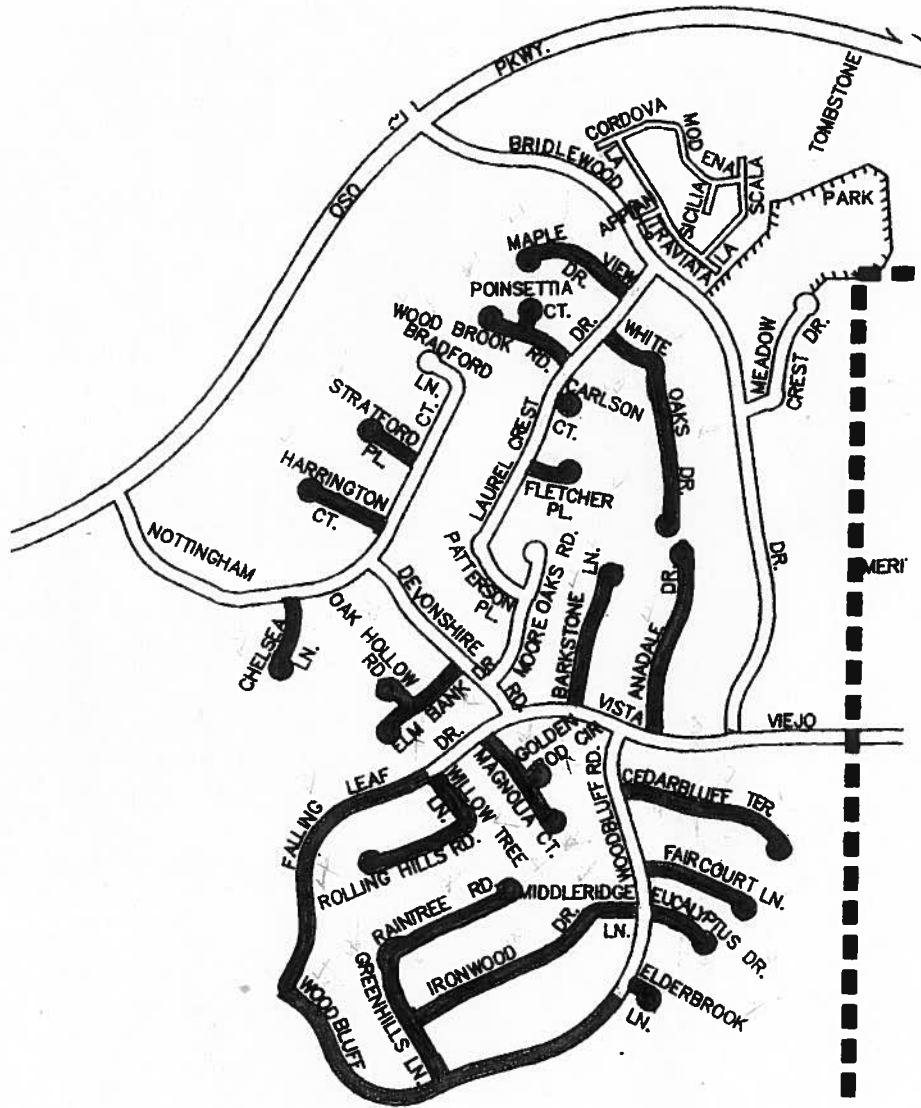
CITY OF LAGUNA HILLS

PAGE 1 OF 2

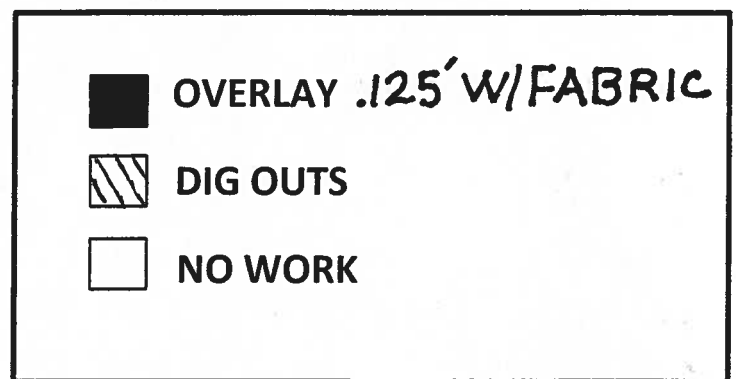
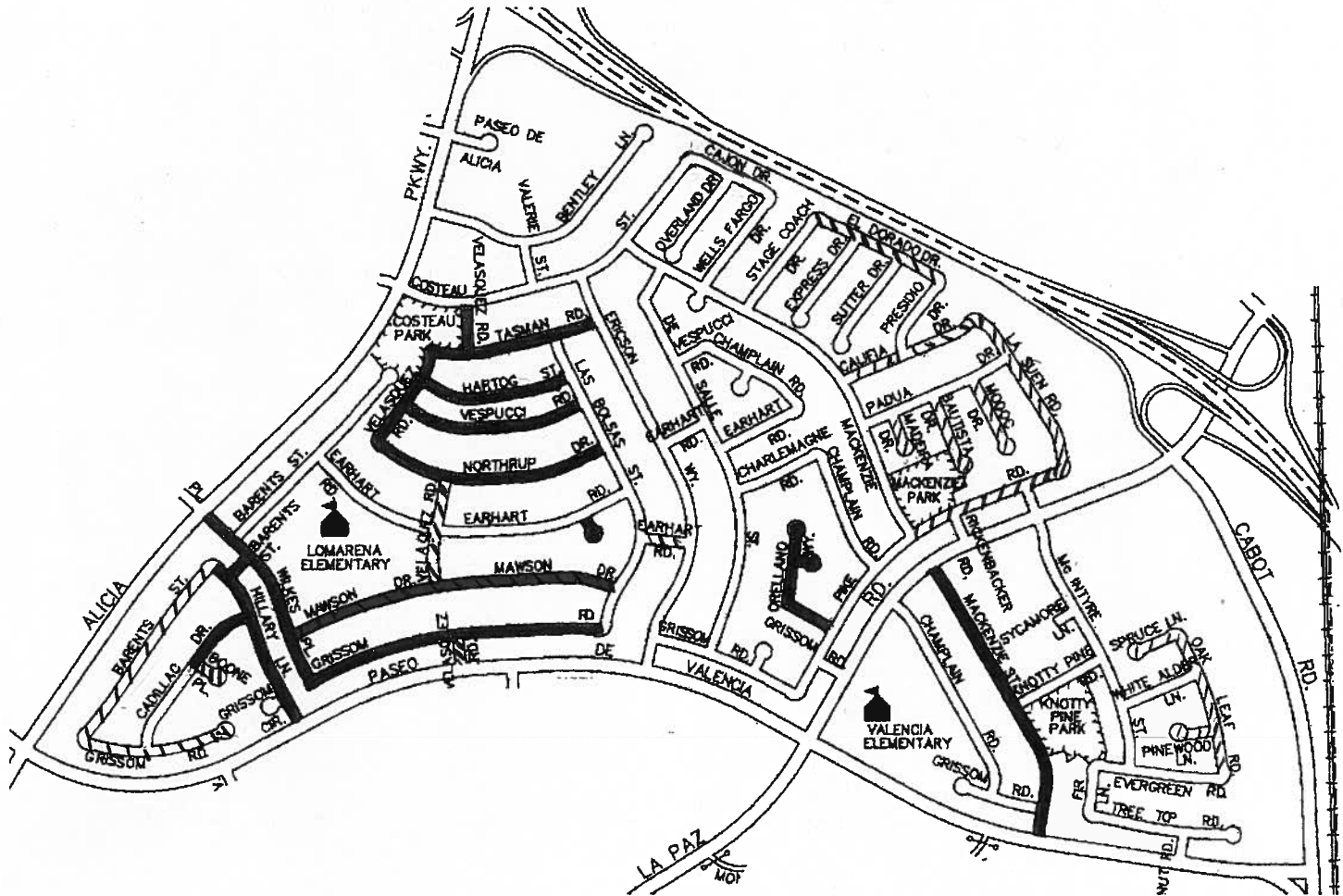
- OVERLAY W/FABRIC 1/25'
- DIG OUTS
- NO WORK

5/13/2014 ITEM NO. 3.6

ZONE A



ZONE D





City of Laguna Hills City Council Meeting Agenda Staff Report

DATE: MAY 13, 2014

TO: MAYOR AND COUNCIL MEMBERS

**FROM: KENNETH H. ROSENFELD
PUBLIC SERVICES DIRECTOR/CITY ENGINEER**

**ISSUE: AWARD OF PROFESSIONAL SERVICES AGREEMENTS FOR ON-CALL
CIVIL ENGINEERING AND MANAGEMENT SERVICES TO ANDERSON-
PENNA PARTNERS, INC., CIVILSOURCE, INC., HR GREEN CALIFORNIA,
INC., AND WILLDAN ENGINEERING**

**RECOMMENDATION: THAT THE CITY COUNCIL APPROVE THE AWARD OF
PROFESSIONAL SERVICES AGREEMENTS FOR ON-CALL CIVIL ENGINEERING
AND MANAGEMENT SERVICES TO ANDERSON-PENNA PARTNERS, INC.,
CIVILSOURCE, INC., HR GREEN CALIFORNIA, INC., AND WILLDAN ENGINEERING
AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENTS.**

SUMMARY:

The City's contract model for providing services includes the utilization of Civil Engineering Consultants to provide staff augmentation, design services, studies and otherwise "on-call services" to meet the needs of the community. The current Professional Services Agreements (PSAs) with two Civil Engineering Consultants will expire at the end of this fiscal year and staff, following the City's procurement procedures, sought new proposals for this work. Fourteen (14) proposals were received and evaluated from interested firms. Seven (7) Consultants were interviewed and staff is recommending the approval of four (4) PSAs for the On-call Civil Engineering and Management Services with Anderson-Penna Partners, Inc., Civilsource, Inc., HR Green California, Inc. and Willdan Engineering.

BACKGROUND:

The City utilizes consultants on an as needed basis for a variety of professional services to fulfill the City's mission, goals and objectives. The contract model of this organization allows a minimum full time staff to complete its assignments by judiciously utilizing independent experts and support staff at controlled costs. The Public Services Department has an on-going need to maintain access to Civil Engineering Consultants for a variety of work including staff augmentation, design services, studies and otherwise "on-call

services” which cannot be fulfilled by staff. Currently, two consultants fulfill this role and their five-year PSAs will end this fiscal year. To address the continuing need for these services, staff prepared and issued a Request For Proposal (RFP) for the needed services.

In response to the RFP, the City received 14 proposals from Civil Engineering based consultants. A staff committee comprised of the Director of Public Services/City Engineer, Deputy City Manager and Associate Civil Engineer rated each of the proposals. Seven (7) firms were selected for interviews. As a result of the review of the proposals and the subsequent interviews, four (4) Civil Engineering Consultants are being recommended for selection and to enter into PSAs. The attached PSAs (including the proposals) for the firms of Anderson-Penna Partners, Inc., Civilsource, Inc., HR Green California, Inc. and Willdan Engineering (a California Corporation) are recommended for approval. Each of the selected firms have local Orange County offices, are specialists in serving the needs of municipal clients, have excellent staffing, experience, and references and have the demonstrated ability to meet the City’s needs. In selecting 4 firms to fulfill the needs of On-call Civil Engineering and Management Services, the City will have a wide range of readily available options when needing to complete Civil Engineering related tasks.

The On-call Civil Engineering and Management Services scope of work designates that there is no guarantee of work being issued to any one consultant, the work will be issued by Task Order, there is an annual contract limit of \$150,000, the term of the PSAs is limited to five (5) years and the PSAs are non-exclusive. The proposed PSAs will be effective July 1, 2014, and will allow staff to continue to fulfill its assignments.

FISCAL IMPACT:

The On-call Civil Engineering and Management Services work efforts will be limited on an annual basis to the allocated funding in the Budget. In the 2014-2015 Fiscal Year, for example, the Budget for City Engineering is set at \$50,000, for Inspection is set at \$60,000 and varies by project for Capital Improvement Project related work.

ATTACHMENTS:

- Professional Services Agreement: Anderson-Penna Partners, Inc.
- Professional Services Agreement: Civilsource, Inc.
- Professional Services Agreement: HR Green California, Inc.
- Professional Services Agreement: Willdan Engineering

**PROFESSIONAL SERVICES AGREEMENT
ANDERSON • PENNA PARTNERS, INC.
(On-Call Civil Engineering and Management Services)**

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter "Agreement") is made and entered into, to be effective this 1st day of July 2014, 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 ANDERSON•PENNA PARTNERS, 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 on-call civil engineering consulting services, including but not limited to, public works inspection, construction management, land surveying, plan check services, stormwater quality management and field inspection, civil engineering design services, capital improvement project delivery, project management, and general municipal engineering services (the "Project").

B. Consultant has submitted to City a proposal, dated February 5, 2014, to provide professional on-call civil engineering consulting services to City for the Project pursuant to the terms of this Agreement.

C. Consultant is qualified by virtue of its experience, training, education, reputation, and expertise to provide these services and has agreed to provide such services as provided herein.

D. City desires to retain Consultant to provide such professional services.

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

AGREEMENT

1. SERVICES OF CONSULTANT

1.1 Scope of Services and Standard of Performance. In compliance with all terms and conditions of this Agreement, Consultant agrees to provide and perform the professional civil engineering services for the Project as set forth in the Proposal/Scope of Work, dated February 5, 2014, which is attached hereto as Exhibit "A" and is incorporated herein by reference (hereinafter referred to as 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 Service 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 and subcontractors providing services under this Agreement shall have sufficient skill and experience to perform the Services and Work assigned to them. All Services and Work shall be completed to the reasonable satisfaction of the City.

1.2 Contract Documents. The Agreement between the Parties shall consist of the following: (1) this Agreement; and, (2) the Consultant's signed, original February 5, 2014, proposal submitted to the City ("Consultant's Proposal"), which shall all be referred to collectively hereinafter as the "Contract Documents." The Consultant's Proposal, attached hereto as Exhibit "A," is hereby incorporated by reference and is made a part of this Agreement. All provisions of the Contract Documents shall be binding on the Parties. Should any conflict or inconsistency exist in the Contract Documents, the conflict or inconsistency shall be resolved by applying the provisions in the highest priority document, which shall be determined in the following order of priority: (1st) the terms 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 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.

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

of the Work and Services required by this Agreement, and shall defend, indemnify, and hold the City, its elected and appointed 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 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 warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of any Services hereunder. Should the Consultant discover any latent or unknown conditions that will materially affect the performance of the Services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the City.

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

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

1.8 Additional Services. City shall have the right at any time during the performance of the Services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Work 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 Work or reasonably contemplated therein, regardless of whether the time or materials required to complete any work or service identified in the Scope of Work exceeds any time or material amounts or estimates provided therein.

2. COMPENSATION

2.1 Maximum Contract Amount. For the Services rendered pursuant to this Agreement, Consultant shall be compensated by City in accordance with the Schedule of

Compensation/Fees, which is attached hereto as Exhibit "A" and is incorporated herein by reference. The total maximum contract amount shall not exceed Seven Hundred Fifty Thousand Dollars (\$750,000), which sum shall not exceed One Hundred Fifty Thousand Dollars (\$150,000) per Fiscal Year during the term of this Agreement (hereinafter referred to as the "Maximum Contract Amount").

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 manager, 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 CPI Adjustment of Hourly Rates/Billing Rate Schedule. The Schedule of Compensation/Fees (Exhibit "A"), also referred to herein as Consultant's hourly rates or billing rate schedule, shall remain fixed and unchanged for the first two years of the term of this Agreement (i.e., from July 1, 2014 through June 30, 2016). Thereafter, Consultant may submit a request to adjust its hourly rates once per year during the remainder of the contract term. However, approval of any request to adjust Consultant's hourly rates shall be made at the sole discretion of the City Manager and is subject to the City's approved budget. Such fee adjustment(s), if any, shall not exceed the value of the change of 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 fee adjustment 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 Work or 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 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 (Exhibit "A").

3.2 Schedule of Performance. Consultant shall commence the Services pursuant to this Agreement upon receipt of a written notice to proceed on each task order 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, but such extensions shall not exceed one hundred eighty (180) days cumulatively; 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, 2014 and ending on June 30, 2019.

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

4. COORDINATION OF WORK

4.1 Representative of Consultant. The following principal of Consultant is hereby designated as being the principal and representative of Consultant authorized to act in its behalf with respect to the Services to be performed under this Agreement and make all decisions in

connection therewith: **Lisa M. Penna, P.E., President/CEO**. It is expressly understood that the experience, knowledge, education, capability, expertise, and reputation of the foregoing principal is a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principal shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the 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. 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 officers, employees, or

agents 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 an office or any other type of fixed business location at City's offices. City shall have no voice in the selection, discharge, supervision, or control of Consultant's employees, servants, 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 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 any performance 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 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 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, servants, representatives, subcontractors, or agents, Consultant shall indemnify City for all such financial obligations.

5. INSURANCE

5.1 Types of Insurance. Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, the insurance described herein for the duration of this Agreement, including any extension thereof, or as otherwise specified herein, against claims which may arise from or in connection with the performance of the Work hereunder by Consultant, its agents, representatives, or employees. Insurance required herein shall be provided by an authorized insurance company and admitted in the State of California and having a minimum A.M. Best's Guide Rating of A-, Class VII or better, unless such requirements are waived in writing by the City Manager or his designee due to unique circumstances. In the event the City Manager 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 Manager or his designee. Consultant shall immediately substitute any insurer whose A.M. Best rating drops below the levels specified herein. Except as otherwise authorized below for professional liability (errors and omissions) insurance, all insurance provided pursuant to this Agreement shall be on an occurrence basis. The minimum amount of insurance required hereunder shall be as follows:

A. Errors and Omissions Insurance. Consultant shall obtain and maintain in

full force and effect throughout the term of this Agreement, professional liability (errors and omissions) insurance coverage in an amount of not less than two million dollars (\$2,000,000.00) per claim or occurrence, in accordance with the provisions of this section.

(1) Consultant shall either: (a) certify in writing to the City that Consultant is unaware of any professional liability claims made against Consultant and is unaware of any facts which may lead to such a claim against Consultant; or (b) if Consultant does not provide the certification pursuant to (a), Consultant may be required by City to procure from the professional liability insurer an endorsement providing that the required limits of the policy shall apply separately to claims arising from errors and omissions in the rendition of services pursuant to this Agreement.

(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 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 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 Manager.

(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 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 Services under the terms of this Agreement.

B. Workers' Compensation Insurance. Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, 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 subrogation rights under its workers' compensation insurance policy against the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

C. Commercial General Liability Insurance. Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of comprehensive general liability insurance 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.

(1) The commercial general liability policy shall name the City of Laguna Hills as an additional insured in accordance with standard ISO additional insured endorsement

form CG2010(1185) or equivalent language.

(2) Consultant either: (a) shall certify in writing to the City that Consultant is unaware of any liability claims made against Consultant, and is unaware of any facts which may lead to such a claim against Consultant; or (b) if Consultant does not provide the certification pursuant to (a), Consultant may be required by City to procure from the commercial general liability insurer an endorsement providing that the required limits of the policy shall apply separately to occurrences during the rendition of services pursuant to this Agreement.

D. Business Automobile Insurance. Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of business automobile liability insurance written on a per occurrence basis with a single limit liability in the amount of one million dollars (\$1,000,000.00) bodily injury and property damage. The policy shall include coverage for owned, non-owned, leased, and hired cars.

E. Employer Liability Insurance. Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of employer liability insurance written on a per occurrence basis with a policy limit of at least one million dollars (\$1,000,000.00) per accident for bodily injury or disease.

5.2 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City Manager prior to commencing any work or services under this Agreement. Consultant guarantees payment of all deductibles and self-insured retentions. City reserves the right to reject deductibles or self-insured retentions in excess of \$10,000, and the City Manager may require evidence of pending claims and claims history as well as evidence of Consultant's ability to pay claims for all deductible amounts and self-insured retentions proposed in excess of \$10,000.

5.3 Other Insurance Requirements. The following provisions shall apply to the insurance policies required of Consultant pursuant to this Agreement:

5.3.1. The required commercial general and business automobile liability policies shall be endorsed to state that City and its officers, council members, officials, employees, agents, and volunteers shall be covered as additional insureds with respect to liability arising out of all work or services performed by Consultant pursuant to this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to additional insureds. Additional insured endorsements are not required for the professional liability and workers' compensation policies.

5.3.2 For any claims related to this Agreement, Consultant's coverage shall be primary insurance as respects City and its officers, council members, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City and its officers, council members, officials, employees, agents, and volunteers shall be in excess of Consultant's insurance and shall not contribute with it. The

insurer shall waive all rights of subrogation and contribution it may have against the City, its officers, council members, officials, employees, agents, and volunteers, and their respective insurers.

- 5.3.3 Any failure by Consultant to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to City and its officers, council members, officials, employees, agents, and volunteers.
- 5.3.4 Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or modified by either Party, 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 in this subsection, 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.
- 5.3.5 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.
- 5.3.6 None of the insurance coverages required herein will be in compliance with these requirements 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 Manager and approved in writing.
- 5.3.7 The required insurance endorsements shall not contain any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the endorsements. 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.
- 5.3.8 Consultant agrees to ensure that subcontractors, if any, and any other parties involved with the Project who are brought onto or involved in the Project by 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.

- 5.3.9 Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any insurance requirement in no way imposes any additional obligations on the City nor does it waive any rights hereunder in this or any other regard.
- 5.3.10 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. Endorsements as required in this Agreement applicable to the renewing or new coverage shall be provided to City no later than ten (10) days prior to expiration of the lapsing coverage.
- 5.3.11 Requirements of specific insurance coverage features or limits contained in this section are not intended as limitations on coverage, limits, or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.
- 5.3.12 The requirements in this section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this section.
- 5.3.13 Consultant agrees to provide immediate notice to City of any claim or loss against Consultant arising out of the Work performed under this Agreement and for any other claim or loss which may reduce the insurance available to pay claims arising out of this Agreement.
- 5.3.14 Consultant agrees that the provisions of this section shall not be construed as limiting in any way the extent to which the Consultant may be held responsible for the payment of damages resulting from the Consultant's activities or the activities of any person or person for which the Consultant is otherwise responsible.

5.4 Verification of Coverage. Consultant shall furnish City original certificates of insurance and endorsements, including additional insured endorsements, in a form acceptable to the City, affecting all of the coverages required by this section. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Consultant shall provide to City all certificates and endorsements required by this section before commencing any work on the Project. Consultant shall furnish, at City's request, copies of actual policies including all declaration pages, endorsements, exclusions and any other policy documents City requires to verify coverage.

6. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall indemnify, defend (at Consultant's sole cost and expense), protect and hold harmless City and its officers, council members, officials, employees, agents and volunteers and all other public agencies whose approval of the Project is required, (individually "Indemnified Party"; collectively "Indemnified Parties") against any and all liabilities, claims, judgments, arbitration awards, settlements, costs, demands, orders, and penalties (collectively "Claims"), including but not limited to Claims arising from injuries or death of persons (Consultant's employees included) and damage to property, which Claims arise out of, pertain to, or are related to the negligent acts or omissions, recklessness, or willful misconduct of Consultant, its agents, employees, or subcontractors, or arise from Consultant's failure to perform any term, provision, covenant, or condition of this Agreement ("Indemnified Claims"). Such obligation to defend, hold harmless, and indemnify any of the Indemnified Parties shall not apply to the extent that such Claims are caused by the sole negligence, active negligence, or willful misconduct of such Indemnified Parties.

Consultant shall reimburse the Indemnified Parties for any reasonable expenditures, including reasonable attorneys' fees, expert fees, litigation costs, and expenses that each Indemnified Party may incur by reason of Indemnified Claims. Upon request by an Indemnified Party, Consultant shall defend with legal counsel reasonably acceptable to the Indemnified Party all Claims against the Indemnified Party that may arise out of, pertain to, or relate to Indemnified Claims, whether or not Consultant is named as a party to the Claim proceeding. The determination whether a Claim "may arise out of, pertain to, or relate to Indemnified Claims" shall be based on the allegations made in the Claim and the facts known or subsequently discovered by the Parties. Consultant's indemnification obligation hereunder shall survive the expiration or earlier termination of this Agreement until all actions against the Indemnified Parties for such matters indemnified hereunder are fully and finally barred by the applicable statute of limitations or, if an action is timely filed, until such action is final.

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, 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. Any use of such completed documents for other projects and/or use of incomplete documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant, and the City shall indemnify the Consultant for all damages resulting therefrom. 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 its 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, the Consultant 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 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 his designee, determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, he 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 Attorney 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 attorney 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 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, religion, color, sex, 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, religion, color, sex, 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 permissible under 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 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. Any notice, request, demand, direction, or other communication sent by facsimile must be confirmed within forty-eight (48)

hours by letter mailed or delivered. Other forms of electronic transmission such as e-mails, text messages, instant messages are not acceptable manners of notice required hereunder. 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: Anderson●Penna Partners, Inc.
Attention: Lisa M. Penna, P.E., President/CEO
20280 Acacia Street, Suite 100
Newport Beach, CA 92660
Telephone: (949) 428-1500
Facsimile: (949) 258-5053

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. Except as may be expressly provided for herein, 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 is executing this Agreement is duly authorized and existing, (ii) he is duly

authorized to execute and deliver this Agreement on behalf of the Party for which he is signing, (iii) by so executing this Agreement, the Party for which he 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 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”), which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. 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 elected officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. The foregoing indemnity shall survive termination of 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

BRUCE E. CHANNING,
City Manager

ATTEST:

(SEAL)

PEGGY JOHNS,
City Clerk

APPROVED AS TO FORM:

GREGORY E. SIMONIAN,
City Attorney

“CONSULTANT”
ANDERSON•PENNA PARTNERS, INC.,
a California corporation

By: 

LISA M. PENNA, P.E.,
PRESIDENT/CEO

By: 

ANGELIQUE M. LUCERO,
CFO/SECRETARY

EXHIBIT “A”

FEBRUARY 5, 2014 PROPOSAL/ SCOPE OF WORK

INCLUDING,

SCHEDULE OF COMPENSATION/FEEES



Proposal for On-call Civil Engineering and Management Services

February 5, 2014, 4:00PM

Submitted by:



20280 Acacia St., Suite 100

Newport Beach, CA 92660

Telephone: (949) 428-1500 Fax: (949) 258-5053

www.andpen.com



February 5, 2014

Kenneth H. Rosenfield, PE
Director of Public Services
CITY OF LAGUNA HILLS
24035 El Toro Road
Laguna Hills, CA 92653

Re: Proposal for On-call Civil Engineering and Management Services

Dear Ken,

AndersonPenna Partners is a consulting practice serving local and regional agencies that specializes in project delivery and staff augmentation. We are a California corporation that has been in business since 2005, and 80% of our 2013 revenue was contracted through cities and counties. We are confident that we can provide professional, experienced and customer-friendly staffing that will meet the needs and high standards of the City of Laguna Hills.

Lisa M. Penna, PE is the Principal-in-charge for this contract, and **Gary Heinbuch** is our proposed Project Manager and primary point of contact to arrange consulting services. All proposed staff members have extensive experience in their respective civil engineering, inspection and municipal management services field.

Our understanding of the work to be performed is based on our previous experience working with the City, a complete and thorough review of the RFP for this contract and our extensive experience providing similar services to other local agencies. Our team is currently or has recently provided similar services to the cities of Lake Forest, Laguna Beach, Newport Beach, Tustin, San Juan Capistrano, Rancho Santa Margarita, Irvine, Fountain Valley, and as a subconsultant to Athalye for the City of Laguna Hills' I-5 at La Paz Road Widening Improvement Project, CIP No. 159. We are also providing contract staff to the County of Orange and have performed third party QA/QC and plan review consulting to Orange County Transportation Authority (OCTA). We have extensive experience with Caltrans District 12 and are currently working with them to obtain encroachment permits and coordinate funding reimbursements for our clients.

We thoroughly understand the challenges and requirements of municipal governments since many of our staff have held senior and executive management positions with California cities. Our staff includes former Public Works Directors, City Engineers, Capital Projects Managers, Construction Managers, Associate Engineers and City Inspectors. This background and experience is important since serving in the capacity of the "owner" requires a high level of sensitivity towards community and special interest group issues. Accordingly, our professional staff truly understands and values the importance of maintaining a focus on representing the interests of our public agency clients in a manner which reflects positively on the cities we serve. Each of the staff members proposed for this assignment has been carefully selected based on our understanding of the needs of the City.

AndersonPenna is ready and willing to execute the City's form Professional Services Agreement as attached to the Request for Proposal. Should you have any questions or desire any additional information, please do not hesitate to contact the undersigned at (949) 428-1500 or lpenna@andpen.com.

Sincerely,
AndersonPenna Partners, Inc.

Lisa M. Penna, P.E.
President/CEO

20280 ACACIA STREET, SUITE 100 • NEWPORT BEACH, CA 92660
PHN 949 428 1500 • FAX 949 258 5053

WWW.ANDPEN.COM
CERTIFIED DBE



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Relevant Experience and References

Following are examples of similar work performed for other public agencies.

On-call Public Works/CIP Inspection, Irvine Ranch Water District, CA

Project Cost: \$1.6 million

Year of Completion: 2012-2015

Reference:

Mike Jack, Construction Inspection Manager,
(949) 453-5615

15600 Sand Canyon Ave., Irvine, CA 92619-7000



Project description: APP has a multiple year contract and provides inspection staff to IRWD. Projects inspected include developer constructed improvements and other projects as outlined in IRWD's Water Resources Master Plan. Projects include water, sewer, recycled water and urban runoff treatments. Construction inspected includes pipelines, wells, lift stations, and cathodic protection in the cities of Irvine, Tustin and Orange.

On-call Public Works/CIP Inspection Services, City of Newport Beach, CA

Project Cost: \$500,000

Year of Completion: 2010-2015

Reference:

Dave Webb, Director of Public Works, (949) 644-3328
100 Civic Center Drive, Newport Beach CA 92660

Project description: AndersonPenna has provided two inspectors to the City for the review of encroachment permits responsible for receiving and processing requests for public works maintenance and improvement, reviewing engineering plans and specifications, providing construction observation for City projects designed by others, providing construction observation associated with work performed on City streets, water and sewer facilities, medians, slopes and parks to ensure compliance with approved plans, specifications, permits, and City guidelines and standards, recommend notices of completion and acceptance of work. Specific project work in this last year has included inspection of underground utility district improvements, street paving, facility improvements and waterline improvements.

Del Amo Boulevard Extension, Phase 2, Construction Management Services, City of Torrance, CA

Project Cost: \$13 million

Year of Completion: 2012

Reference:

Craig Bilezerian, Director of Public Works, (310) 618-3054
20500 Madrona Ave., Torrance, CA 90503



Project description: Construction of a new 4-lane roadway (Del Amo Blvd) between Crenshaw Blvd and Maple Ave and widening of an existing segment of Del Amo Blvd between Maple Ave and Prairie Ave. Construction also includes a new bridge over the BNSF Railway's mainline tracks, MSE retaining walls, drainage improvements, relocation of a railroad spur track, reconstruction of affected off-site facilities and coordination with Southern California Edison and ExxonMobil Oil for relocation of their utilities. The estimated construction cost is \$15M and is partially funded by the American Recovery and Reinvestment Act (ARRA), Regional Surface Transportation Program (RSTP) funds, and MTA and local funding sources.



Municipal Engineering Services. City of Lake Forest, CA

Project Cost: \$5 Million

Year of Completion: 2011-ongoing

Reference:

Tom Wheeler, PE, Director of Public Works, (949) 461-3480
25550 Commercentre Drive, Suite 100, Lake Forest, CA 92630



Project description: APP has a multi-year contract with the City to provide municipal engineering, development land use application and permit plan review, public works inspection, capital improvement project design, construction management and inspection, and water quality program management. APP was also responsible for filling an interim Engineering Services Manager vacancy (June 2011 – Dec 2013), and for performing construction management for the 370 acre Shea Baker Ranch Development's rough grading and backbone storm system, and the City's ADA compliance project.

Design Engineering Services for the Ocean Avenue Alley Project (Main Street to 1st St.), City of Seal Beach, CA

Project Cost: \$1.8 million

Year of Completion: 2012

Reference:

Sean Crumby, Public Works Director, (562) 431-2527
211 8th Street Seal Beach, CA 90740

Project description: APP performed the design of over 0.5 miles of alley improvements in the downtown area of Seal Beach. The project includes the design of pavement, sewer and water mains. As a part of the project, APP evaluated various alley sections for the most cost-effective pavement surface. The design also included solving numerous existing drainage problems that existed within the alleys.

Design and Construction Management Broadway Streetscape and Safety Improvements, Laguna Beach, CA

Project Cost:

Year of Completion: 2012

Reference:

Mark Trestik, Assistant City Engineer, (949) 497-0300
ADDRESS: 505 Forest Ave., Laguna Beach, CA 92651



Project description: This roadway project was designed within Caltrans right-of-way and consisted of roadway, streetscape, drainage, traffic, and grading improvements. Several utilities located within the parkways were impacted. The design included a retaining wall west of the Laguna Canyon Channel to allow for the proposed landscaping to drain to Broadway. In addition to a Caltrans Encroachment Permit and obtaining approval of a Fact Sheet, the project required obtaining a permit from the Orange County Flood Control District for improvements impacting the Channel. APP was also selected to perform construction management, inspection and labor compliance of the project.

Design Services for Kermore Lane Reconstruction, City of Stanton, CA

Project Cost: \$657,000

Year of Completion: 2014

Reference:

Nick Guilliams, PE, Director of Public Works, (714) 379-9222
7800 Katella Avenue, Stanton, CA 90680-3162

Project description: APP prepared the plans, specifications and cost estimates to reconstruct the roadway segment on Kermore Lane from Lowden Street to Knott Street; including the roadway pavement section, new sidewalk, parkways, irrigation systems, curb and gutter and drainage improvements.



Design Services for Lakewood Boulevard Widening, Downey, CA

Project Cost: \$3,400,000

Year of Completion: 2010

Reference:

Desi Gutierrez, Senior Engineer, (562) 622-3468

11111 Brookshire Ave., Downey, CA 90241



Project description: Prepared preliminary and final plans for streetscape and engineering improvements for over 3 miles of Lakewood Blvd from Gardendale St to Florence Ave. The \$15 million involved the development of a Precise Alignment Plan to accurately define the project geometry, striping layout and private property impacts. The project included the design of widened roadway, new raised medians, and improvements for dozens of private properties impacted by the roadway widening. The project included the design of additional through and turning lanes, extensive median and parkway

improvements, decorative lighting and street furniture, signing, striping, traffic signals and water and recycled water improvements. Significant effort was required to provide appropriate joins and to minimize impacts to private development. The use of recycled pavement on the project resulted in a construction cost savings of over 50% for the pavement.

Design Services for Beach Boulevard and Whittier Boulevard Intersection Improvements, La Habra, CA

Project Cost: \$1,150,000

Year of Completion: 2013

Reference:

Sam Makar, Senior Civil Engineer (562) 904-9652

201 E. La Habra Blvd., La Habra, CA 90633

Project description: Prepared preliminary engineering and plans, specifications and cost estimates for a project to improve Level of Service (LOS) and increase capacity at the Beach Boulevard (State Route 39)/Whittier Boulevard (State Route 72) Intersection. The improvements consist of an additional westbound left turn lane, an additional eastbound right turn lane and a raised median island on Whittier Boulevard west of Beach Boulevard. The project required a Caltrans District 12 encroachment permit, and addressed the following project constraints and issues: Fact Sheet preparation, Caltrans encroachment permit, traffic study, geotechnical investigation, right of way acquisition and IS/MND Preparation.

Engineering Design Services for Various Improvements, City of Anaheim, CA

Project Cost: \$40 million

Year of Completion: 2005-2014

Reference:

Rowena Jarcia, Senior Engineer, (714) 765-4913

200 S. Anaheim Blvd, Suite 276, Anaheim, CA 92805



Project description: APP staff has prepared plans, specifications and cost estimates for over \$40 million in infrastructure improvements during the last ten years. The projects have encompassed roadway, storm drain, parking lot, traffic, lighting, utility, structural and streetscape improvements and have focused on many of the major roadways within the City: Harbor Blvd, Katella Ave, Ball Rd, Gene Autry Way, Brookhurst St, La Palma Ave, Imperial Hwy, and State College Blvd. Many of the projects have involved the preliminary and final design of significant corridor improvements and key intersections, including the development of most of the streetscape elements for the project which include bus shelters, street lights, utility covers, pavement scoring details, and changeable message signs. Through the planning and design process, APP staff developed design standards, conducted public meetings, coordinated extensively with the various utility companies, and successfully obtained permits from the County of Orange and Caltrans. A significant effort

has also been provided for right-of-way efforts consisting of the preparation of dozens of legal descriptions and coordinating with appraisers and property acquisition specialists.



CITY OF NEWPORT BEACH

David Webb
Director of Public Works

January 30, 2013

Mr. David R. Anderson, PE
Executive Vice President, AndersonPenna Partners, Inc.
20280 Acacia Street, Suite 100
Newport Beach, CA 92660

Subject: Jamboree Road Bridge Widening over the SR 73

Dear Dave,

We at the City of Newport Beach would like to take this opportunity to thank you and your team for the great job you did handling the Jamboree Road Bridge Widening Project over the SR 73 Freeway. We found your team to be knowledgeable, professional, responsive and very client service orientated. The project presented many challenges that you worked through diligently and professionally and we appreciate your commitment.

Please feel free to use the City of Newport Beach as a reference for related work in Orange County or other Southern California local agencies. We would be very pleased to share our positive experiences with your team with others.

We look forward to working on future projects with AndersonPenna Partners, Inc.

Warmest regards,

David A. Webb, PE
Director of Public Works
City of Newport Beach

Services: Construction Management and Inspection,
Building Official and Civic Center Inspection
Timeframe: 2010-2014

Complete on time, on budget, cooperatively and
satisfactorily? YES

Quality of work: ***"We found your team to be
knowledgeable, professional, responsive and very
client service orientated."***

David Webb, PE, Director of Public Works
dawebb@newportbeachca.gov
100 Civic Center Drive, Newport Beach CA 92660
(949) 644-3328



CITY OF FOUNTAIN VALLEY

10200 SLATER AVENUE • FOUNTAIN VALLEY, CA 92708-4736 • (714) 593-4400 FAX (714) 593-4498

January 30, 2013

Ms. Lisa M. Penna, PE
President/CEO AndersonPenna Partners, Inc.
20280 Acacia Street, Suite 100
Newport Beach, CA 92660

Subject: Letter of Recommendation for AndersonPenna Partners, Inc.

Dear Lisa,

It is my pleasure to write you this letter and let you know how much we at the City of Fountain Valley appreciate all the efforts of the AndersonPenna team on our projects. Your staff's versatility and dedication to quality control are primary reasons why AndersonPenna has become one of few civil engineering consulting firms that the City of Fountain Valley can rely upon to provide consistent and timely service.

We also appreciate your dedication to partnering with the City of Fountain Valley to deliver projects on time and within established budgetary constraints. Your partnership with the City of Fountain Valley over the last four years has helped us deliver over \$5M in capital projects and is highly regarded by me and my staff, our City Council, and our City Manager.

Our experiences with your Construction Division, Engineering Division, and your Municipal Division have all been positive, and we will continue to include your firm on our list of trusted consultants.

Please feel free to use me or my staff as a reference for related work in Orange County or other Southern California local agencies. We would be very pleased to provide you with a favorable reference.

Good luck in your future endeavors!

Sincerely,

Mark Lewis, PE
Director of Public Works/City Engineer

ML:gr

Services: Planning, Engineering, Construction
Management, Inspection, Project Management
Timeframe: 2010-2014

Complete on time, on budget, cooperatively and
satisfactorily? YES

Quality of work: ***"versatility...dedication to quality
control...we will continue to include your firm on
our list of trusted consultants"***

City of Fountain Valley
Mark Lewis, PE, Director of Public Works
mark.lewis@fountainvalley.org
10200 Slater Ave, Fountain Valley, CA 92708
(714) 593-4435



Scope of Work

The City anticipates entering into consultant agreements for on-call services for at a five-year term beginning July 1, 2014. Specific services and compensation will be determined on a task order basis. Billing rates will be fixed for the first two years of the contract, then may be adjusted annually based on the Consumer Price Index for the Los Angeles/Orange County area, not to exceed 5% per year.

Consultant will provide specific services to supplement the full-time staff of the City's Public Works Department.

Public Works Inspection: Encroachment Permits/Capital Improvement Projects

AndersonPenna has a bench of 20 public works inspectors that bring experience in all aspects of public works and building inspection including earthwork grading, street improvements, building and bridge structure construction, railroads, storm drain, drainage channels, traffic signals, lighting and utility coordination on underground projects, landscaping, and commercial and institutional buildings. Our inspectors are competent, knowledgeable and will conform to City of Laguna Hills codes and ordinances including the federal grant requirements, State of California Local Assistance Procedures Manual, Green Book, MUTCD standards, APWA standards, and SWPPP requirements.

Compliance with Plans and Specs

Our inspectors are particularly strong in contractor compliance with plans and specifications, administrative duties including the requirements for federally funded projects such as employee interviews, certified payroll compliance and managing the required documentation. Our inspectors possess interpersonal skills necessary in dealing with a variety of problems encountered in a Public Works environment, and have the ability to manage multiple tasks in high stress, deadline driven environments.

Daily Operations

AndersonPenna's inspectors are also experienced in the planning, scheduling and management of the daily operations of the City's programs and services that provide maintenance, repair, construction and improvement of the City's infrastructure. This includes management of all City facilities; arterial highway and residential street maintenance and repairs, maintenance of parks and streetscapes, urban forest, storm drains, hardscape, traffic signs, City buildings, supervision and contract administration for road maintenance and operations, landscape maintenance, and graffiti abatement.

Assigning Qualified Staff

AndersonPenna's Project Manager, Gary Heinbuch, commits to working with the City to provide qualified inspection staff for specific CIP assignments and encroachment permit inspection on a part- or full-time basis, for the inspections to be carried out using City established policies and procedure, and provided in a timely and professional manner. Inspection staff may be located at City offices, if the City requests.

A Public Works Inspector with a minimum of fifteen years of local municipal/city engineering experience in public works construction, including construction inspection of streets, sidewalks, curb and gutter, underground utilities, traffic signals and storm drains will provide the following services:

1. Receive and process requests for public works maintenance and improvement
2. Review engineering plans and specifications, provide construction administration and observation for City projects designed by others
3. Within 48 hours of notification, provide construction observation associated with work performed on City streets, medians, slopes and parks to ensure compliance with approved plans, specifications, permits, and City guidelines and standards
4. Recommend notices of completion and acceptance of work



Construction Management

APP's construction management team is available to support City staff as requested, and will support the Public Work's Department in achieving quality projects on time, within budget while maintaining a safe construction site. APP can provide the City with complete oversight and management of the project during construction while proactively looking for ways to facilitate the contractor's efforts. This will start with conducting the pre-construction conference to layout the parameters of the construction administration; line of communication, project procedures, quality assurance and safety issues and introduce all of the project stakeholders. The most important aspect of construction related service is documentation. All of our construction personnel are well versed in CPM Scheduling, Construction Means and Methods, WATCH requirements, and Greenbook General Specifications.

APP's Construction Manager will be responsible for public contract administration, contractor negotiations, change order and claims management, and overall coordination with inspectors, office engineers, document control personnel, labor compliance personnel, City staff, other City consultants, resource agencies, as well as contractors.

Communication

Communication between the contractor, the construction management team, the designer, the City, any affected local jurisdictions, and local residents and businesses is vital. All requests, notices and communication will be clearly articulated without ambiguities or superfluous language. We will maintain open lines of communication throughout construction and during the routine processes of weekly meetings, and the processing of submittals, RFI's and change orders in order to maintain an open dialogue every step of the way until the project is completed.

The APP construction management team understands the importance of a rapid and accurate response to construction issues to be a part of the solution for the resolution of issues that could potentially become costly or time consuming for a construction project. We will work with the contractor to resolve issues involving change orders or potential claims "in the trailer" before these issues make their way to the corporate office and evolve into costly mediation or litigation.

Document Control

Documentation can determine the outcome of claims and dispute resolution. Our construction manager will establish a complete and comprehensive system for the digital and hard copy control, organization and secure filing of all project documentation. Logs for submittals, RFI's, change orders, project reports, project photos and meeting minutes will be posted on a secure web site accessible by the City staff, contractor and AndersonPenna. We will regularly review and consistently monitor the contractor's construction schedule and request schedule updates or recovery schedules as needed.

Weekly Coordination

The weekly on-site meetings are designed to provide an active forum for the contractor, AndersonPenna, the designer and the City to meet face-to-face and discuss pressing construction issues. At each of these meeting the contractor is asked to provide a three-week look-ahead schedule to pinpoint the activities to be accomplished in the upcoming weeks. This tool is used to determine if the contractor is meeting the commitments on the master schedule and how to remedy the situation if the schedule is not being met. This meeting also facilitates the discussion and resolution of other vital construction items before they become major issues.



Quality Control

We will manage the coordination of the project testing and survey services as well as interfacing with affected utilities. Our on-site inspection staff will monitor the contractor's activities and conformance with the construction documents as well as overall quality control.

Public Awareness and Safety

The public and local businesses must be kept informed of construction impacts on public safety and roadway use. Our staff will work with local businesses to keep them informed of road closures and detours that may affect their business and we will work with the contractor to minimize the impacts on their business. We will monitor the contractor's traffic control measures to make sure that traffic flow is maintained and the public is not cut off from access to their homes and businesses.

Project Completion

In addition our construction management staff will maintain up to date as-built plans, monitor the contractor's labor compliance, conduct employee interviews, monitor the contractor's safety program and prepare a weekly construction progress report for the City. When construction is complete our staff will perform a comprehensive final inspection punch list and produce final reports. Project digital and hard copy files will be organized and compiled for easy future access.

AndersonPenna is committed to providing the City of Irvine with a team of professionals that will support the City through the entire project cycle from conception to construction completion.

Construction Management Summary Services

AndersonPenna is proposing experienced staff that is able to perform the following services in such a way to maintain budgets and costs within the approved scope:

1. Constructability review of plans and technical specifications for completeness.
2. Perform a pre-construction survey.
3. Prepare bidding documents.
4. Assist in the bidding of projects.
5. Assist in the pre-qualification of bidders.
6. Provide response to bidders during the bidding of projects.
7. Provide bid analysis.
8. Conduct reference check on the low bidder.
9. Conduct State license check on low bidder.
10. Make recommendation for the successful bidder.
11. Prepare contract for the successful bidder.
12. Review contract required documents from the successful bidder.
13. Conduct all aspects of construction management.
14. Review contractor's compliance with permit requirements.
15. Review contractor's schedule.
16. Verify contractor's as-built plans and schedule.
17. Provide as-built schedules.
18. Review contractor's monthly payment request.
19. Coordinate surveying, testing and inspection needs of the project.
20. Oversee/Coordinate surveying and materials inspection and testing services.
21. Monitor the inspection, surveying and testing budget.



22. Review, negotiate and make recommendations for change orders.
23. Review, respond and facilitate response to Request for Information (RFI)
24. Review and facilitate submittals and shop drawings.
25. Provide and maintain logs for RFI's, change orders, submittals, Request for Quotations, Correction Notices, Stop Work Notices and related construction documents.
26. Coordinate and facilitate coordination with utility companies and contractor.
27. Perform Labor Compliance Reviews, including review of certified payroll from contractor.
28. Provide videotape and photographic documentation of project site prior to and during construction.
29. Prepare weekly construction progress report to the City.
30. Monitor contractor's labor compliance.
31. Review contractor's safety program.
32. Prepare project punch-list.
33. Prepare all documentation needed for project closeout.

Land Surveying

See Civil Engineering Design Services, below.

Plan Check Services: Subdivision Maps, Improvement Plans, Grading Plans and Traffic Control Plans

Land Use Development Application Review will be performed by a Registered Civil Engineer with a minimum of five years local municipal/city engineering experience in public works design and construction and land development and subdivision control as related to municipal planning. Services to be provided, as requested, include:

1. Review, check and make recommendations regarding land use applications within 10 working days of receipt
2. Review tentative maps and other developments, make recommendations as to engineering and water pollution reduction matters within 10 working days of receipt
3. Recommend conditions of approval for development, including offsite improvements and financial obligations
4. Establish bond amounts, determine financial obligations and other development fees within the proper sequence of development reviews
5. Observe construction of improvements by private developers and make recommendations regarding completion and acceptance of the work
6. Perform additional functions, including, but not limited to, the preparation of general correspondence and staff reports, and coordination with developers, engineers, staff, and the general public related to the engineering review of private developments

Land Use Development and Permit Plan Review will be performed by a Registered Civil Engineer with minimum of five years local municipal/city engineering experience in public works design and construction. Services to be provided, as requested, include:

1. Check street and storm drain improvement plans for compliance with City design guidelines and standards, conditions of approval, and water pollution reduction within 10 working days of receipt
2. Check hydrology and hydraulic studies for compliance with City design guidelines and standards within 10 working days of receipt



3. Check subdivision maps and legal descriptions for technical accuracy and compliance with conditions of approval within 10 working days of receipt
4. Perform additional functions, including, but not limited to, the preparation of general correspondence and staff reports, and coordination with developers, engineers, staff, and the general public related to the engineering review of plans.

Stormwater Quality Management and Field Inspection

Water Quality Program Management will be performed by staff with a minimum of five years of experience in local municipal water quality work, including environmental engineering, biology, and storm water permit compliance and inspection experience.

As requested the following Field Inspection services will be performed:

1. Conduct training for homeowner's associations, and City staff, business, and homeowners
2. Identify areas affected by urban runoff and investigate potential illegal discharges
3. Determine trends, develop source investigation plans, and propose pollution control measures related to water quality monitoring data
4. Develop conclusions and recommendations related TMDL development and implementation
5. Recommend sampling or monitoring to facilitate identifying sources of pollution
6. Identify possible retrofit projects
7. Document inspections with inspection reports
8. Prepare quarterly updates of the City's NPDES Commercial Property Database

In addition, the following Engineering Review and Plan Check services will be performed by a registered engineer with a minimum of five years of experience in Stormwater Quality Management:

1. Water Quality Management Plans
2. Storm Water Pollution Prevention Plans
3. Hydrology Studies
4. Grading Plans and Erosion Control Plans

Grant Writing and Grant Applications

APP will assist the City as requested in preparing grant applications and processing grants for state and federal funding. Most of the federal funding that cities access is through FHWA and is administered through Caltrans. AndersonPenna Partners is also experienced with processing funding requests through the State Water Resources Control Board and CDBG, but it is assumed for the purposes of this proposal, that the City is requesting assistance with federal funding administered through Caltrans. APP will assist the City by preparing, coordinating and submitting documentation required to obtain and process Caltrans federal funding:

1. Annual Anticipated Disadvantaged Business Enterprise Participation Level (AADPL) preparation.
2. The E-76 Request for Authorization to Proceed with Construction (sometimes design) process submittals.
3. The Notice of Award submittal.
4. Reimbursement processing during construction.
5. Final Report submittal.
6. Audit support for any requested Caltrans or FHWA audit request.

Many of the Measure M and Measure M2 projects originate from local agencies that are seeking funding to program regional or local transportation projects through their CIP programs. APP will prepare necessary



documentation and coordinate with City staff, consultants, and OCTA to pursue funds for local street and road projects. APP will prepare the documents necessary to receive the initial 90% advance of reimbursement funds, and will prepare the Final Report and invoice to justify and receive the remaining 10% of funds.

APP will also assist the City in responding to the Measure M2 Call for Projects. Funding for Regional Street and Road Projects is allocated through a countywide competitive process for Smart Streets, Regionally significant interchanges, Intersection improvement programs, Traffic signal coordination, and programs encouraging Transportation Demand Management or Transportation Systems Management. APP will prepare necessary documentation and substantiation, and if any federal funding is also involved, prepare the related E-76 documentation as outlined above.

Civil Engineering Design Services

Regardless of the type of project, the ultimate success of a project will be a function of how the project is managed. APP was founded on the philosophy of providing hands-on experienced and proactive management on all projects. Depending on the project type, APP will assign the most appropriate personnel to meet discipline requirements, and establish, with the City's input, the appropriate schedule and budget. Below is a typical scope of work for a roadway widening project. We believe that this type of project has a majority of the key technical elements required in many design projects. Furthermore, we believe the following scope of work will give the City a good indication of the step by step approach APP would employ to successfully complete any proposed project.

Task 1 – Kickoff Meeting

APP will convene a kickoff meeting with City staff to review the scope of work and to discuss the overall requirements of the project including, but not necessarily limited to, the following:

1. Roadway cross sections
2. Street alignments
3. Utility impacts
4. Property impacts / right of way considerations
5. Project budget
6. Schedule
7. Stakeholder issues
8. Any other pertinent items

APP will prepare detailed notes for this meeting and distribute to all attendees.

Task 2 – Collect Record Information

APP shall collect and review all record information, including but not necessarily limited to, the following:

1. As-built drawings
2. Aerial photographic maps
3. Utility record drawings
4. Right-of-way record maps
5. Assessor's parcel maps
6. Benchmark information
7. Pertinent in-progress drawings, if any
8. Centerline intersection ties
9. Water / sewer index maps
10. Drainage index maps

Task 3 – Field Review and Photo Log



APP will conduct a thorough field review of the project site and will document site conditions with a Field Review Report including a complete photo log of the project area.

Task 4 – Field Survey

1. Field survey work shall consist of the following subtasks:
2. Horizontal / Vertical Control: Tie in centerline monumentation and run a bench loop.
3. Set Aerial Control: Set aerial targets and tie in to horizontal and vertical control.
4. Roadway Topographic Survey: A comprehensive topographic survey will be completed for the project. Survey will extend to a minimum of 50' outside of existing roadway right of way and will extend a sufficient distance beyond the roadway limits to facilitate the design of slopes, retaining walls, and roadway joins. All physical features such as BCR's, ECR's, flowlines, utilities, centerlines, angle points, top of curb, structures, trees, manholes, valve covers, etc. shall be located.
5. Roadway Cross Sections: Roadway cross sections will be taken at 50 foot intervals for the entire project reach. Cross sections at 25 foot intervals will be taken at vertical curve and super-elevation locations.

Task 5 – Aerial Topographic Mapping

Aerial topographic base maps for the entire project area will be provided at 1" = 40' scale. The maps will be provided in AutoCAD format and will depict all existing site features to a minimum of 100 feet beyond street right of way.

Task 6 – Base Mapping

APP shall prepare project base maps by loading aerial topographic maps into APP's CADD system; then adding all pertinent information, including utility and property line locations to the base maps. The base maps will then be field reviewed.

Task 7 – Utility Research and Coordination

Utility coordination on the project will be ongoing and will consist of the following subtasks:

1. Obtain plans showing location and size of all utility lines within the project area.
2. Determine prior rights.
3. Plot utility lines on Base Map (Task 6).
4. Cross check plotted locations with field review information to ensure that existing lines are shown in the proper location.
5. Upon finalizing the proposed roadway, determine where potential utility conflicts exist and where utility modifications are warranted.
6. Coordinate with affected companies regarding conflicts, relocations, and improvements. Two (2) full sets of plans will be submitted for comment to each utility agency concurrent with all APP submittals to the City for plan check. All correspondence with utility companies shall be sent via certified mail.

Task 8 – Geotechnical Report

It is anticipated that the City will bring on board a geotechnical consultant, however, APP has several environmental subconsultants that it typically works with, if the City prefers to have the work managed by APP.

Task 9 – Potholing

APP shall utilize the services of SAF R DIG to pothole facilities (storm drain, sewer, water, traffic, and street lighting) as warranted to identify potential conflicts. As part of this task, APP will also request and coordinate all potholing for private utility providers (SCE, So Cal Gas, etc.)

Task 10 – Hydrology & Hydraulic Report

The specific methodology APP Engineering will implement to complete the hydrology and hydraulic report for a typical roadway widening project will consist of the following steps:

1. Conduct a thorough field review to verify drainage boundaries and identify overland flow direction.



2. Prepare a hydrology map for the existing drainage condition. Hydrology calculations will be prepared for 10, 25, and 100 year storm events. Flows will be shown at major confluence locations.
3. Prepare preliminary layout of proposed drainage system improvements, including proposed catch basin locations.
4. Prepare a hydrology map for the proposed drainage system identified under Step 3. Complete hydrology calculations (10/25/100 year) including catch basin/inlet hydrology.
5. Complete mainline and catch basin calculations to determine if the proposed system improvements satisfy hydraulic design criteria.
6. Modify the proposed system improvements, as required, and complete Steps 3 through 5, until the hydraulic criteria are satisfied.

The result of this task will be a Hydrology & Hydraulics Report which will be formatted as follows:

1. Introduction
2. Study Objective
3. Methodology
4. Existing Conditions
5. Proposed Improvements
6. Appendix A – Existing System Hydrology Map and Calculations
7. Appendix B – Proposed System Hydrology Map and Calculations
8. Appendix C – Proposed System Hydraulic Calculations
9. Appendix D – Proposed System Catch Basin Sizing and Street Flooded Width Calculations

Task 11 – Environmental Document

It is anticipated that the City will bring on board an environmental consultant to identify mitigation measures and design features can be developed to reduce potential impacts to a level of less than significant, thereby allowing the preparation of a Mitigated Negative Declaration (MND) for this typical roadway widening project. APP has several environmental subconsultants that it typically works with, if the City prefers to have the work managed by APP.

Task 12 – Preliminary Design

APP shall prepare Preliminary Plans, Specifications, and Estimates to a completion level of approximately 60%. We envision the following plan set will be developed for a typical roadway widening project:

1. Title Sheet
2. Typical Sections
3. Details
4. Roadway Plan & Profile
5. Drainage Plan & Profile
6. Offsite Improvements
7. Landscape Plan
8. Irrigation Plan Landscape and Irrigation Details Signing and Striping Plans Street Light Plans Traffic Signal Modifications Traffic Control Plans Cross Sections

Roadway plan and profile sheets will be prepared at 1" = 40' horizontal and 1" = 4' vertical scale. The plans will depict all proposed roadway improvements, including the necessary relocation of existing utility lines and/or at grade facilities. Profiles will depict all existing and new top of curb elevations. Any grade breaks within the roadway cross section will also be addressed.

Storm drain catch basins in the project area will require reconstruction due to the roadway widening. Therefore, we have included the preparation of storm drain plan and profile sheets to depict these improvements. This plan will depict each inlet/lateral connection at a scale of 1" = 40'. Lateral profiles will be depicted in profile at 1" = 40' horizontal, 1" = 4' vertical scale. Detail sheets will be provided, as required.

Offsite improvement plans will be prepared at a scale of 1" = 20' and will depict all private property improvements required to facilitate the join to the widened roadway.



Landscape and Irrigation improvements for the median and parkway areas will be provided. Landscaping and Irrigation plans will be prepared at a scale of 1" = 20'.

Signing and striping plans will be prepared at 1" = 40' in double plan format.

Traffic signal modification plans for the intersections will be prepared at a scale of 1" = 20'. Supporting details will be provided, as necessary.

Traffic Control plans will be prepared at a scale of 1" = 40' in double plan format.

Cross Sections at 50 foot intervals will be prepared at a scale of 1" = 10' horizontal and 1" = 1' vertical.

Specifications will be prepared in Microsoft Word format. Project Cost Estimates will be prepared in Microsoft Excel format. All plans will be prepared in conformance with City standards and formatting requirements.

Task 13 – 60% Review Comment Meeting

After the City's review of the 60% submittal, the APP team will meet with City staff to review all plan check comments.

Task 14 – 95% PS&E

Based upon comments received on the 60% submittal, the APP team shall revise and submit one set of the 95% complete PS&E packages for City review and comment.

Task 15 – 95% Review Comment Meeting

After the City's review of the 95% submittal, the APP team will meet with City staff to review all plan check comments.

Task 16 – Final PS&E

Based upon comments received on the 95% submittal, APP shall revise and submit one set of the final PS&E package. The plans will be submitted on 24" x 36" mylar with no adhesive materials on the plans. Electronic files for all plans will also be submitted. Specifications and Estimates will be submitted in hard copy and digital format.

Task 17 – Right of Way Documentation

It is anticipated that the City will engage a right-of-way consultant to prepare necessary legal documents. APP has several subconsultants that it typically works with, if the City prefers to have the work managed by APP.

Task 18 – Permits

All applications will be prepared and all necessary regulatory permits will be processed.

Task 19 – Design Book

APP shall organize all calculations, sketches, and attachments into a "Design Book" for submittal to the City. This design book will cover all aspects of the project design.

Task 20 – Construction Assistance

Respond to requests for information and provide clarification, as needed, during the bidding process, assist the City, as needed, in issuing the bid addenda, and complete as built drawings at the conclusion of construction.

Coordination

APP will coordinate with Public Works Department staff as well as other City departments; stakeholders, and other engineering professionals, as necessary to carry out the scope of work for all of the services included in this proposal.



Weed Abatement Program

APP's Primary Inspector and/or an additional Inspector will perform annual canvassing for the City's Weed Abatement Program. The inspector will also coordinate with and inspect the work of the City's Weed Abatement Contractor.

Project Management

APP will invoice the City monthly, provide monthly written progress reports on assigned projects, and meet at least monthly with the City Engineer or designated personnel.

Additional Services

Project Management During Project Design

As an alternative to using APP to perform design services, we can provide Project Management staff to support the City in Design Consultant selection and management of the overall design phase as an extension of City staff. The quality of the plans and specifications drive the accuracy of the bids, the construction schedule and the ultimate cost of the project. AndersonPenna can provide the City with the knowledge and expertise required to confidently select and award a contract to a qualified design consultant. We typically work not only with the design team, but coordinate with agencies and permitting to ensure that environmental mitigation is addressed, and that any relevant requirements of neighboring agencies are addressed. We will work with the agencies involved to prepare a master plan for all of the plan check comments and follow-up. Once the design consultant has produced the final submittal of the design documents APP will review the plans and specifications for completeness. When we are satisfied the construction documents are complete we will perform a bidability and constructability review of the plans, specifications and estimates in order to assist the City with obtaining the most responsive and reliable bids.

Once the design has been completed, reviewed and accepted for construction AndersonPenna will assist the City in prequalifying and selecting a construction contractor. AndersonPenna will develop and issue the Notice Inviting Bids, make the bidding documents available at the Public Works counter, assist the City in soliciting bids from appropriate contractor candidates, attend and conduct the bid opening, prepare bid tabulation and check each bid for accuracy as to unit price and totals, review the bids in all respects to determine the apparent lowest responsive, responsible bidder, coordinate the recommendation of award process, prepare City Council report recommending Award of Bid to the lowest responsive, responsible contractor, attend the pre-construction meeting, prepare Notice of Award, and prepare a Notice to Proceed.

AndersonPenna is proposing experienced staff that is able to perform the following services in such a way to maintain budgets and costs within the approved scope:

1. Prepare Request for Proposal for design consultant selection.
2. Develop criteria for design consultant selection.
3. Evaluate candidates and make recommendations for design consultant.
4. Prepare contracts for the selected design consultant.
5. Prepare a master project budget and schedule for the design phase.
6. Monitor and review design consultants' progress, budget and schedule.
7. Review plans and technical specifications for completeness.
8. Perform a pre-construction survey.
9. Prepare bidding documents.
10. Monitor and facilitate design consultants' plan checking with all pertinent agencies.
11. Prepare a master list for all plan check comments and responses.
12. Review the Engineer's Estimate for accuracy.
13. Provide value-engineering reviews.



14. Provide reports for grant requirements.
15. Assist in the bidding of projects.
16. Assist in the pre-qualification of bidders.
17. Provide response to bidders during the bidding of projects.
18. Provide bid analysis.
19. Conduct reference check on the low bidder.
20. Conduct State license check on low bidder.
21. Make recommendation for the successful bidder.
22. Prepare contract for the successful bidder.

General Municipal Engineering

Provide an experienced professionally registered engineer to provide Municipal Engineering support in the following areas, as requested:

1. Attend City Council and Commission meetings
2. Attend staff and community meetings
3. Prepare City Council agenda reports
4. Provide engineering support services under the direction of the City's Director of Public Works/City Engineer
5. Analyze City's needs and prepare short and long-term CIP recommendations
6. Review and comment on planning programs and land development controls
7. Recommend regulations and ordinances pertaining to engineering matters and provide advice regarding public works activities
8. Coordinate with other agencies, the public, and utility companies on engineering matters
9. Advise the City as to funding availabilities and, when directed, initiate and prepare funding applications
10. Assist in the preparation of the City's operational budget
11. Track all assigned tasks for the APP/ICG team on the City's "To Do List"
12. Coordinate developer bond releases with Public Works and City Clerk staff

Key Personnel

As the Principal-in-charge, **Lisa M. Penna, PE, President/CEO** will coordinate the full resources of APP as necessary to ensure that the City's expectations are met or exceeded. Ms. Penna is currently overseeing municipal engineering staffing support in Long Beach and Lake Forest. In addition, she offers over 30 years of experience in public works engineering, project management, and construction management.

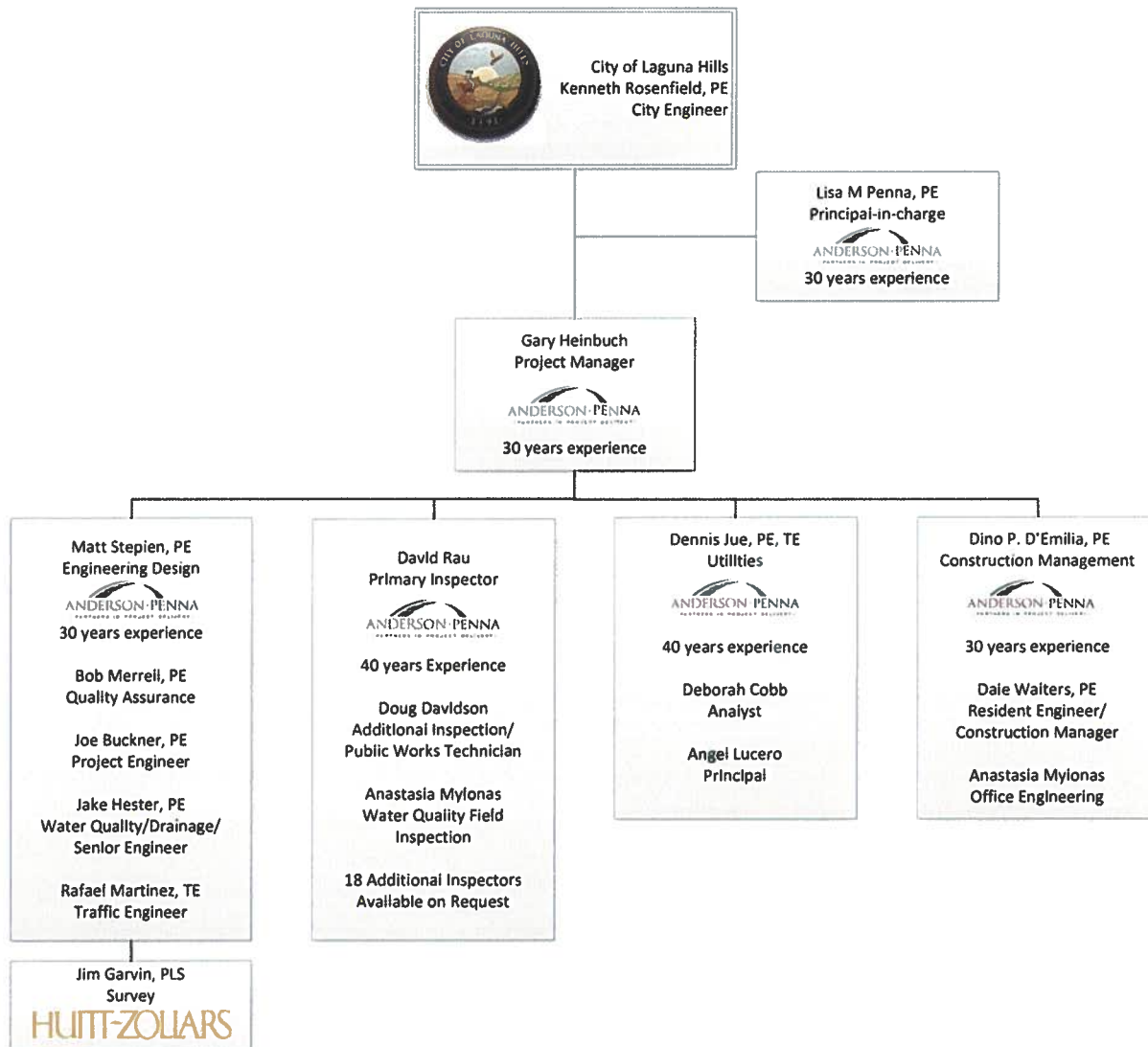
Gary Heinbuch is an experienced Project Manager and Construction Manager, and will be the City's first point of contact for all assignments. Gary brings over 30 years of experience with the municipal engineering industry. He will be supported by the following managers for specific project types:

- **Matt Stepien, PE, Senior Project Manager** for Design Engineering Services, Plan Review and plan check for Stormwater Quality Management, and other plan check services. Matt has more than 30 years of experience in municipal engineering to local agencies in Southern California.
- **Dino D'Emilia, PE, Vice President, Construction** for construction management services. Dino has more than 30 years of experience in the construction industry.
- **Dennis Jue, PE, Grant Program Manager** for grant application writing and administration services. Dennis has worked with numerous Orange County cities to successfully obtain grant funds.



Organization Chart

The following organization chart shows APP's proposed staffing for this on-call contract.



Brief resumes of Key Personnel follow.

Lisa M. Penna, PE Principal-in-charge

Ms. Penna brings over 30 years of experience in public works engineering, project management, and construction management. Her experience working on transportation, water resources, environmental, and waste water projects includes planning, design, inspection, construction, and the development of short- and long-term capital improvement programs. Her experience has included working with several Southern California local agencies including the Cities of Laguna Beach, San Diego, Los Angeles and Irvine. Ms. Penna also has extensive experience working with Caltrans District 12, OCTA, OCSO, the County of Orange RDMD.

Education

BS/1986/Civil Engineering,
California State University at
Long Beach

Professional Registrations

1996/PE/NV #11473

1998/PE/CA #59166

Experience

Entered the profession in 1983



Gary Heinbuch, Project Manager

Gary has 35 years of construction management, construction administration, and inspection experience associated with public works, roadway, landscape, recreational facility, and building facility projects throughout Southern California. He has managed construction projects totaling more than \$600 million. He is knowledgeable in federal, state and local codes and standards such as Caltrans, ICC, ADA, and OSHA safety requirements. Gary manages and coordinates schedules of APP's deep inspector bench. The following on-call inspection contracts are currently under his supervision:

- County of Los Angeles, On-call Building Inspection
- City of Irvine, On-call Public Works Inspection
- City of Tustin, On-call Grading Inspection
- City of Tustin, On-call Building Inspection
- City of Burbank, On-call Public Works Inspection
- County of Orange, On-call Public Works and Building Inspection
- City of Torrance, Capital Improvement Projects – various
- Irvine Ranch Water District, On-call Public Works Inspection
- County of Imperial, Construction Management and Inspection LTA Phase 1 AC Overlay
- City of Azusa, On-call Inspection for Goldline Improvements
- City of San Clemente, Inspection of the Marblehead Coastal Development Site

Education

BA/Industrial Arts/California State University, Long Beach

Professional Affiliations

Construction Management Association of America

Years of Experience

Entered the profession in 1977

Matt Stepien, PE, Engineering Services, Senior Project Manager

Mr. Stepien has over 30 years' experience in Southern California preparing master planning studies, PS&E, and quality control for all types of municipal engineering projects ranging from fees of \$20K to \$2,000K. Recent experience includes planning and design for roadway and sewer projects for the Cities of Anaheim, Long Beach, Downey, Norwalk, Orange, Laguna Beach and La Habra, and the County of Los Angeles. He specialized in the design and management of roadway and utility projects, and related public works infrastructure. He has served as Project Manager for numerous significant intersection widening projects over the last 10 years:

- Bristol Street Improvement Project, Santa Ana
- City of Long Beach Infrastructure Master Plan, Long Beach
- Santa Fe Avenue Improvement Project, Long Beach
- Sewer Rehabilitation Improvements, San Juan Capistrano
- La Veta Avenue Widening, City of Orange
- Imperial Highway Median Improvements, City of Downey
- Pier Avenue Streetscape Improvements, City of Hermosa Beach

Education

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

Professional Registrations

1982/ PE/ CA #35500

Experience

Entered the profession in 1980

Dino P. D'Emilia, PE, Construction Manager

Mr. D'Emilia brings 30 years of project and construction management experience as well as civil engineering on a wide array of public works projects. Mr. D'Emilia has been responsible for the delivery of construction management services for many successful public capital improvement projects in Los Angeles, Orange, San Bernardino and San Diego counties. Prior to his consulting experience, he was a civil engineer with the Department of Water and Power in the City of Los Angeles performing design and construction service on major water and power facilities.

- Del Amo Boulevard Extension Project, City of Torrance
- West Branch Greenway Landscaping, City of Bellflower
- Downey Avenue Rehabilitation, City of Bellflower
- On-call Construction Management Services, City of Anaheim

Education

BS, Civil Engineering,
Northeastern University, 1991

Professional Registrations

1996/PE/CA #55453

Experience

Entered the profession in 1983



Dennis H. Jue, PE, TE, Grant Program Manager

Mr. Jue brings over 40 years of experience in municipal engineering program management having worked for both public and private employers. His experience in city engineering, traffic engineering and public works inspection includes planning, directing, coordinating and administering the operations, maintenance and construction activities of Public Works Departments. **Recent grant applications have been prepared for the City of Tustin, the City of Lake Forest and the City of Rancho Santa Margarita.**

Education

BS/1973/BS Civil Engineering, Loyola Marymount University, Los Angeles

Professional Registrations

1983/PE/CA #36672

1981/TE/CA #1180

Years of Experience

Entered the profession in 1970

David Rau, Public Works Inspector

David has more than 20 years of experience inspecting projects that involve water, sewer, ADA compliance, and storm drainage. He has also worked as a Public Works Inspector on various projects throughout Southern California. David has expertise in maintaining compliance with City standards, Green Book regulations, and all applicable codes. Additionally, he is adept at public relations and has extensive experience coordinating among various groups, such as the City, the citizens, contractors, and developers.

- Various Infrastructure Projects, City of Laguna Hills, CA, Inspector
- Public Works & Land Development Projects, City of San Clemente, CA, Inspector
- Roadway Rehabilitation Project, City of Aliso Viejo, CA, Inspector
- Residential Roadway Rehabilitation/ADA Compliance, City of Irvine, CA, Inspector

Jacob Hester, PE, Water Quality/Senior Engineer

Jake Hester has 9 years of experience planning, designing, and construction period support for storm drain, water, recycled water, sanitary sewer, street, landscaping, grading, and transportation projects. His experience includes the preparation of technical reports, water quality permits, and hydrologic and hydraulic studies. He has been responsible for regulatory planning, community outreach, permitting, and stakeholder coordination. In addition, he has overseen Clean Water Act permits (401, 404, 1600), Water Quality Management Plans (WQMP), Standard Urban Storm Water Mitigation Plans (SUSMP), and Storm Water Pollution Prevention Plans (SWPPP).

Education

BS, Environmental Engineering, California State Polytechnic University, Pomona, 2005

Professional Registrations

2010/PE/CA #C76637

Years of Experience

Entered the profession in 2004

Doug Davidson, Public Works Inspector/Public Works Technician

Mr. Davidson has over 40 years of construction and project management experience in southern California. He is skilled in administrating the design, construction and/or rehabilitation of various types of projects, including public facilities, public right-of-ways, 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.

- Capital Improvement Projects, City of Costa Mesa, CA, Inspector
- Orange County Great Park, City of Irvine, CA, Project/Construction Manager and Inspector
- Citywide Street Inspection, City of Stanton, CA, Inspector
- Various Park Improvement Projects, City of Irvine, CA, Assoc. Engineer and Project/Construction Manager

Anastasia Mylonas, EIT, Water Quality Field Inspector

Anastasia Mylonas brings 8 years of hands-on experience coupled with formal education. Anastasia has a broad background as an engineering associate. She has experience in assisting the Water Quality Control Board, and State Water Resources Control Board inspections. She has assisted public agencies in implementing SSMPs and Wastewater Master Plans. Anastasia has a proven track record of being detail oriented, with a willingness to complete the task at hand and within budget, successfully resulting in highly satisfied customers.

Education

MS, Civil Engineering, Cal Poly, San Luis Obispo, 2012

BS, Civil Engineering, Cal Poly, San Luis Obispo, 2010

Professional Registrations

EIT Certificate No. 138833

Years of Experience

Entered the profession in 2006



Joe R. Buckner, PE, PLS, Project Engineer

Mr. Buckner has over 27 years of experience in planning and design of design of streets, highways, and freeways, highways, and arterial streets, right-of-way engineering, grading, sewer, water and storm drains. Joe has substantial experience with engineering of public works improvements, CAD drafting, and preparing survey and right of way legal mapping.

- Aragon Circle, Village Drive, 11th Street, Descanso Avenue and Descanso Circle Rehabilitation, City of Buena Park, Project Manager PS&E
- Katella Avenue Smart Street, City of Anaheim, Lot Line Adjustments and numerous legal description and plats for the remnant parcels
- Jeffrey Road Bike Trail, City of Irvine, Project Manager PS&E and LLA's
- Paseo de las Palomas and Buena Vista Street Rehabilitation, City of Yorba Linda, Project Manager for PS&E of rehabilitation plans and striping plans.
- Lincoln Avenue Street Rehabilitation, City of Orange, Project Manager for PS&E
- Lincoln Avenue Median Beautification Project, City of Anaheim. Project Manager of conceptual design and final construction documents.

Education

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

Professional Registrations

1989/ PE/CA #45531

1995/ PLS/CA #7206

Experience

Entered the profession in 1986

Robert Merrell, PE, Quality Assurance/Quality Control

Mr. Merrell has an extensive background in project design and construction management developed over 40 years working in public works engineering. Specific areas of expertise include freeway improvements, storm drain facilities, regional channel improvements, large dams, major arterial and collector street widenings and bridge projects.

- The City Drive Widening, City of Orange, Project Manager PS&E
- Fire Mountain Roadway Improvements, City of Oceanside, Project Manager PS&E
- Stadium Area Master Plan of Drainage, City of Anaheim, Project Manager
- Miraleste Plaza Storm Drain, City of Rancho Palos Verdes, Project Manager, PS&E
- Palos Verdes Drive East Storm Drain Improvements, City of Rancho Palos Verdes, Project Manager PS&E
- Downtown Parkway Enhancement Project, City of Oceanside, Project Manager PS&E

Education

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

Professional Registrations

1976/ PE/CA #28100

Experience

Entered the profession in 1973

Dale Walters, P.E., QSD, QSP, Resident Engineer

Mr. Walters has over 25 years of engineering, planning, construction, and field management, and has served in the capacity of senior project manager, senior engineering manager, resident construction manager, contract administrator, field engineer, and QA/QC coordinator for a wide range of public works and private sector positions. Responsible for project scheduling, change order management and project tracking for both public works and architectural projects. He has provided CIP management and construction engineering support for the County of Imperial and the County of San Diego, the cities of Pomona, Oceanside, Poway, Chino Hills, and the San Diego Unified Port for a wide range of projects inclusive of storm water control, roadways, bridges, water, sewer, fire stations, libraries and major airport renovation. He has provided turnkey pavement management and sinking fund analysis for paving and overlay projects for the cities of Oceanside, Chino Hills, Corona, and Poway, and the Homeowner's Associations of Leisure World, Oceana, and Sun City Palm Desert.

- I-210 Soundwalls, City of La Canada Flintridge, Resident Engineer/Structural Representative
- Townsite of Niland Road Rehabilitation, County of Imperial, Resident Engineer and Construction Inspector
- Pavement Evaluation, Turnkey Pavement Reconstruction Design and Construction Management, Cities of Poway, Oceanside, Chino Hills and Corona

Education

B.S., Civil Engineering, San Diego
State University, 1984

Registration

1987/PE/CA #C44253

General Engineering Contractor,
General Building Contractor, CA,
#325044

QSD, QSP Certificate #20251,
exp 8/30/2015

Years of Experience

Entered the profession in 1987

January 8, 2014
Request for Proposal
On-call Civil Engineering and Management Services

**CITY OF LAGUNA HILLS DISCLOSURE
EMPLOYMENT RELATIONSHIPS
AND FINANCIAL INTERESTS**

NAME OF CONSULTANT: AndersonPenna Partners, Inc.

DISCLOSURE - EMPLOYMENT RELATIONSHIPS WITH CITY OFFICIALS OR CITY
EMPLOYEES:

NONE

DISCLOSURE - FINANCIAL INTERESTS OF CITY OFFICIALS OR CITY EMPLOYEES
IN THE ENTITY:

NONE

I declare under penalty of perjury, under the laws of the State of California, that the
foregoing is true and correct.

Signed this 5th day of February, 2014, at Newport Beach

 , California.

Name: Angelique M. Lucero

Title: Chief Financial Officer

Signature: 

January 8, 2014
Request for Proposal
On-call Civil Engineering and Management Services

**CITY OF LAGUNA HILLS
CERTIFICATE OF NON-DISCRIMINATION**

I hereby certify on behalf of AndersonPenna Partners, Inc.
(Consultant) that all persons employed by this company are, and shall be treated fairly without regard to race, creed, color, national origin, political affiliation, marital status, sex, age, or disability, and in compliance with all Federal and State laws prohibiting discrimination in employment, including, but not limited to, the Civil Rights Act of 1964, the Unruh Civil Rights Acts, and the Americans with Disabilities Act.

Name: Angelique M. Lucero

Title: Chief Financial Officer

Signature: 

Date: February 5, 2014



February 5, 2014

Kenneth H. Rosenfield, PE
Director of Public Services
CITY OF LAGUNA HILLS
24035 El Toro Road
Laguna Hills, CA 92653

Re: Fee Proposal for On-call Civil Engineering and Management Services

Dear Ken,

Following is AndersonPenna's billing rate schedule for the period of July 1, 2014 through June 30, 2016.

AndersonPenna is ready and willing to execute the City's form Professional Services Agreement as attached to the Request for Proposal. Should you have any questions or desire any additional information, please do not hesitate to contact the undersigned at (949) 428-1500 or lpenna@andpen.com.

Sincerely,
AndersonPenna Partners, Inc.

Lisa M. Penna, P.E.
President/CEO



AndersonPenna Partners, Inc.
July 1, 2014 – June 30, 2016
Billing Rate Schedule

Engineering Services

Staff	Hourly Rate ¹
Principal	\$180
Project Manager	\$165
Quality Assurance Manager	\$155
Senior Engineer	\$140
Project Engineer	\$125
Traffic Engineer	\$125
Associate Engineer	\$115
CAD Drafter	\$85
Engineering Aid	\$85
Administration	\$80

Municipal Services

Staff	Hourly Rate ¹
Principal	\$180
Program Manager	\$150
Project Manager	\$145
City Engineer	\$135
Plan Check Engineer	\$120-\$135
Planner	\$95-\$110
Public Works Technician*	\$105
Code Enforcement Consultant	\$125
Code Enforcement Officer	\$60-\$75
Permit Technician	\$65

Funding Services

Staff	Hourly Rate ¹
Grants Manager	\$165
Analyst II	\$110
Analyst	\$85

Construction Services

Staff	Regular Time	Overtime		
	Rate ¹	Mon – Fri ²	Saturday ³	Sunday/Holiday
Principal	\$170	n.a.	n.a.	n.a.
Construction Manager	\$145-\$160	n.a.	n.a.	n.a.
Resident Engineer	\$160-\$185	n.a.	n.a.	n.a.
Structures Representative	\$135-\$185	n.a.	n.a.	n.a.
Construction Supervisor	\$135	n.a.	n.a.	n.a.
Office Engineer	\$85-\$135	n.a.	n.a.	n.a.
Labor Compliance	\$90	n.a.	n.a.	n.a.
Document Control	\$90	n.a.	n.a.	n.a.
Public Works Technician	\$105	\$158	\$158	\$180
Public Works Inspector (<i>Prevailing Wage</i>)	\$105	\$158	\$158	\$180
Public Works Inspector (<i>Non Prevailing Wage</i>)	\$ 95	\$142	\$142	\$162
Building Inspector (<i>Non Prevailing Wage</i>)	\$ 85	\$128	\$128	\$153

¹ The above hourly rates include wages, fringe and general & administrative overhead and fee, as well as typical supplies, tools and equipment required to perform services. A 4 hour minimum callout applies.

² Rate applies to the first four hours of overtime during the week; all overtime in excess of four hours is paid at the Sunday/Holiday rate.

³ Rate applies to the first 12 hours worked. All other time is paid at the Sunday rate.

Other Direct Costs: Reimbursement of identifiable non-salary costs that are directly attributable to the project such as oversized and/or color reproduction costs, site facility hard phone line and/or internet service charges,

non-commuter project miles and/or other travel expenses to remote fabrication yards / batch plants, overnight postage / couriers, etc., are billed at actual cost plus 5 percent to cover overhead and administration. Travel charges to a casting/ fabrication yard or batch plant will include the hourly billing rate plus travel expenses as listed in the Caltrans Travel Guide (State rates). Non-commuting mileage required for travel on the project and to and from locations other than the project site are billed at the allowable IRS mileage reimbursement rate (currently \$0.565 per mile).

Fees for expert witness services: Charged at \$300.00 per hour with a 4-hour minimum per day.

Fees for subconsultant services: Billed at actual cost plus 10 percent to cover overhead and administration.

Payment Terms: A late payment finance charge at a rate of 12 percent per annum will be applied to any unpaid balance commencing 45 days after the date of original invoice. This rate schedule is effective through June 30, 2016. Thereafter rates will be subject to annual and/or periodic revisions as necessary to accommodate inflationary trends, salary adjustments and the general costs of business, as mutually agreeable to the parties and approved via Contract amendment prior to implementing higher rates.

**PROFESSIONAL SERVICES AGREEMENT
CIVILSOURCE, INC.
(On-Call Civil Engineering and Management Services)**

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter "Agreement") is made and entered into, to be effective this 1st day of July 2014, 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 CIVILSOURCE, 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 on-call civil engineering consulting services, including but not limited to, public works inspection, construction management, land surveying, plan check services, stormwater quality management and field inspection, civil engineering design services, capital improvement project delivery, project management, and general municipal engineering services (the "Project").

B. Consultant has submitted to City a proposal, dated February 5, 2014, to provide professional on-call civil engineering consulting services to City for the Project pursuant to the terms of this Agreement.

C. Consultant is qualified by virtue of its experience, training, education, reputation, and expertise to provide these services and has agreed to provide such services as provided herein.

D. City desires to retain Consultant to provide such professional services.

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

AGREEMENT

1. SERVICES OF CONSULTANT

1.1 Scope of Services and Standard of Performance. In compliance with all terms and conditions of this Agreement, Consultant agrees to provide and perform the professional civil engineering services for the Project as set forth in the Proposal/Scope of Work, dated February 5, 2014, which is attached hereto as Exhibit "A" and is incorporated herein by reference (hereinafter referred to as 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 Service 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 and subcontractors providing services under this Agreement shall have sufficient skill and experience to perform the Services and Work assigned to them. All Services and Work shall be completed to the reasonable satisfaction of the City.

1.2 Contract Documents. The Agreement between the Parties shall consist of the following: (1) this Agreement; and, (2) the Consultant's signed, original February 5, 2014, proposal submitted to the City ("Consultant's Proposal"), which shall all be referred to collectively hereinafter as the "Contract Documents." The Consultant's Proposal, attached hereto as Exhibit "A," is hereby incorporated by reference and is made a part of this Agreement. All provisions of the Contract Documents shall be binding on the Parties. Should any conflict or inconsistency exist in the Contract Documents, the conflict or inconsistency shall be resolved by applying the provisions in the highest priority document, which shall be determined in the following order of priority: (1st) the terms 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 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.

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

of the Work and Services required by this Agreement, and shall defend, indemnify, and hold the City, its elected and appointed 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 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 warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of any Services hereunder. Should the Consultant discover any latent or unknown conditions that will materially affect the performance of the Services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the City.

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

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

1.8 Additional Services. City shall have the right at any time during the performance of the Services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Work 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 Work or reasonably contemplated therein, regardless of whether the time or materials required to complete any work or service identified in the Scope of Work exceeds any time or material amounts or estimates provided therein.

2. COMPENSATION

2.1 Maximum Contract Amount. For the Services rendered pursuant to this Agreement, Consultant shall be compensated by City in accordance with the Schedule of

Compensation/Fees, which is attached hereto as Exhibit "A" and is incorporated herein by reference. The total maximum contract amount shall not exceed Seven Hundred Fifty Thousand Dollars (\$750,000), which sum shall not exceed One Hundred Fifty Thousand Dollars (\$150,000) per Fiscal Year during the term of this Agreement (hereinafter referred to as the "Maximum Contract Amount").

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 manager, 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 CPI Adjustment of Hourly Rates/Billing Rate Schedule. The Schedule of Compensation/Fees (Exhibit "A"), also referred to herein as Consultant's hourly rates or billing rate schedule, shall remain fixed and unchanged for the first two years of the term of this Agreement (i.e., from July 1, 2014 through June 30, 2016). Thereafter, Consultant may submit a request to adjust its hourly rates once per year during the remainder of the contract term. However, approval of any request to adjust Consultant's hourly rates shall be made at the sole discretion of the City Manager and is subject to the City's approved budget. Such fee adjustment(s), if any, shall not exceed the value of the change of 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 fee adjustment 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 Work or 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 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 (Exhibit "A").

3.2 Schedule of Performance. Consultant shall commence the Services pursuant to this Agreement upon receipt of a written notice to proceed on each task order 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, but such extensions shall not exceed one hundred eighty (180) days cumulatively; 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, 2014 and ending on June 30, 2019.

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

4. COORDINATION OF WORK

4.1 **Representative of Consultant.** The following principal of Consultant is hereby designated as being the principal and representative of Consultant authorized to act in its behalf with respect to the Services to be performed under this Agreement and make all decisions in connection therewith: **Amy Amirani, P.E., 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 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. 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 officers, employees, or agents 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 an office or any other type of fixed business location at City's offices. City shall have no voice in the selection, discharge, supervision, or control of Consultant's employees, servants, 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 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 any performance 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 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 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, servants, representatives, subcontractors, or agents, Consultant shall indemnify City for all such financial obligations.

5. INSURANCE

5.1 Types of Insurance. Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, the insurance described herein for the duration of this Agreement, including any extension thereof, or as otherwise specified herein, against claims which may arise from or in connection with the performance of the Work hereunder by Consultant, its agents, representatives, or employees. Insurance required herein shall be provided by an authorized insurance company and admitted in the State of California and having a minimum A.M. Best's Guide Rating of A-, Class VII or better, unless such requirements are waived in writing by the City Manager or his designee due to unique circumstances. In the event the City Manager 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 Manager or his designee. Consultant shall immediately substitute any insurer whose A.M. Best rating drops below the levels specified herein. Except as otherwise authorized below for professional liability (errors and omissions) insurance, all insurance provided pursuant to this Agreement shall be on an occurrence basis. The minimum amount of insurance required hereunder shall be as follows:

A. Errors and Omissions Insurance. Consultant shall obtain and maintain in full force and effect throughout the term of this Agreement, professional liability (errors and omissions) insurance coverage in an amount of not less than two million dollars (\$2,000,000.00) per claim or occurrence, in accordance with the provisions of this section.

(1) Consultant shall either: (a) certify in writing to the City that Consultant is unaware of any professional liability claims made against Consultant and is unaware of any facts which may lead to such a claim against Consultant; or (b) if Consultant does not provide the certification pursuant to (a), Consultant may be required by City to procure from the professional liability insurer an endorsement providing that the required limits of the policy shall apply separately to claims arising from errors and omissions in the rendition of services pursuant to this Agreement.

(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 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 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 Manager.

(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 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 Services under the terms of this Agreement.

B. Workers' Compensation Insurance. Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, 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 subrogation rights under its workers' compensation insurance policy against the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

C. Commercial General Liability Insurance. Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of comprehensive general liability insurance 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.

(1) The commercial general liability policy shall name the City of Laguna Hills as an additional insured in accordance with standard ISO additional insured endorsement form CG2010(1185) or equivalent language.

(2) Consultant either: (a) shall certify in writing to the City that Consultant is unaware of any liability claims made against Consultant, and is unaware of any facts which may lead to such a claim against Consultant; or (b) if Consultant does not provide the certification pursuant to (a), Consultant may be required by City to procure from the commercial general liability insurer an endorsement providing that the required limits of the policy shall apply separately to occurrences during the rendition of services pursuant to this Agreement.

D. Business Automobile Insurance. Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of business automobile liability insurance written on a per occurrence basis with a single limit liability in the amount of one million dollars (\$1,000,000.00) bodily injury and property damage. The policy shall include coverage for owned, non-owned, leased, and hired cars.

E. Employer Liability Insurance. Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of employer liability insurance written on a per occurrence basis with a policy limit of at least one million dollars (\$1,000,000.00) per accident for bodily injury or disease.

5.2 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City Manager prior to commencing any work or services under this Agreement. Consultant guarantees payment of all deductibles and self-insured retentions. City reserves the right to reject deductibles or self-insured retentions in excess of \$10,000, and the City Manager may require evidence of pending claims and claims history as well as evidence of Consultant's ability to pay claims for all deductible amounts and self-insured retentions proposed in excess of \$10,000.

5.3 Other Insurance Requirements. The following provisions shall apply to the insurance policies required of Consultant pursuant to this Agreement:

5.3.1. The required commercial general and business automobile liability policies shall be endorsed to state that City and its officers, council members, officials, employees, agents, and volunteers shall be covered as additional insureds with respect to liability arising out of all work or services performed by Consultant pursuant to this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to additional insureds. Additional insured

endorsements are not required for the professional liability and workers' compensation policies.

- 5.3.2 For any claims related to this Agreement, Consultant's coverage shall be primary insurance as respects City and its officers, council members, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City and its officers, council members, officials, employees, agents, and volunteers shall be in excess of Consultant's insurance and shall not contribute with it. The insurer shall waive all rights of subrogation and contribution it may have against the City, its officers, council members, officials, employees, agents, and volunteers, and their respective insurers.
- 5.3.3 Any failure by Consultant to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to City and its officers, council members, officials, employees, agents, and volunteers.
- 5.3.4 Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or modified by either Party, 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 in this subsection, 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.
- 5.3.5 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.
- 5.3.6 None of the insurance coverages required herein will be in compliance with these requirements 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 Manager and approved in writing.
- 5.3.7 The required insurance endorsements shall not contain any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the endorsements. 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.

- 5.3.8 Consultant agrees to ensure that subcontractors, if any, and any other parties involved with the Project who are brought onto or involved in the Project by 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.
- 5.3.9 Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any insurance requirement in no way imposes any additional obligations on the City nor does it waive any rights hereunder in this or any other regard.
- 5.3.10 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. Endorsements as required in this Agreement applicable to the renewing or new coverage shall be provided to City no later than ten (10) days prior to expiration of the lapsing coverage.
- 5.3.11 Requirements of specific insurance coverage features or limits contained in this section are not intended as limitations on coverage, limits, or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.
- 5.3.12 The requirements in this section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this section.
- 5.3.13 Consultant agrees to provide immediate notice to City of any claim or loss against Consultant arising out of the Work performed under this Agreement and for any other claim or loss which may reduce the insurance available to pay claims arising out of this Agreement.
- 5.3.14 Consultant agrees that the provisions of this section shall not be construed as limiting in any way the extent to which the Consultant may be held responsible for the payment of damages resulting from the Consultant's activities or the activities of any person or person for which the Consultant is otherwise responsible.
- 5.4 **Verification of Coverage.** Consultant shall furnish City original certificates of

insurance and endorsements, including additional insured endorsements, in a form acceptable to the City, affecting all of the coverages required by this section. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Consultant shall provide to City all certificates and endorsements required by this section before commencing any work on the Project. Consultant shall furnish, at City's request, copies of actual policies including all declaration pages, endorsements, exclusions and any other policy documents City requires to verify coverage.

6. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall indemnify, defend (at Consultant's sole cost and expense), protect and hold harmless City and its officers, council members, officials, employees, agents and volunteers and all other public agencies whose approval of the Project is required, (individually "Indemnified Party"; collectively "Indemnified Parties") against any and all liabilities, claims, judgments, arbitration awards, settlements, costs, demands, orders, and penalties (collectively "Claims"), including but not limited to Claims arising from injuries or death of persons (Consultant's employees included) and damage to property, which Claims arise out of, pertain to, or are related to the negligent acts or omissions, recklessness, or willful misconduct of Consultant, its agents, employees, or subcontractors, or arise from Consultant's failure to perform any term, provision, covenant, or condition of this Agreement ("Indemnified Claims"). Such obligation to defend, hold harmless, and indemnify any of the Indemnified Parties shall not apply to the extent that such Claims are caused by the sole negligence, active negligence, or willful misconduct of such Indemnified Parties.

Consultant shall reimburse the Indemnified Parties for any reasonable expenditures, including reasonable attorneys' fees, expert fees, litigation costs, and expenses that each Indemnified Party may incur by reason of Indemnified Claims. Upon request by an Indemnified Party, Consultant shall defend with legal counsel reasonably acceptable to the Indemnified Party all Claims against the Indemnified Party that may arise out of, pertain to, or relate to Indemnified Claims, whether or not Consultant is named as a party to the Claim proceeding. The determination whether a Claim "may arise out of, pertain to, or relate to Indemnified Claims" shall be based on the allegations made in the Claim and the facts known or subsequently discovered by the Parties. Consultant's indemnification obligation hereunder shall survive the expiration or earlier termination of this Agreement until all actions against the Indemnified Parties for such matters indemnified hereunder are fully and finally barred by the applicable statute of limitations or, if an action is timely filed, until such action is final.

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, 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. Any use of such completed documents for other projects and/or use of incomplete documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant, and the City shall indemnify the Consultant for all damages resulting therefrom. 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 its 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, the Consultant 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 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 his designee, determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, he 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 Attorney 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 attorney 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 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, religion, color, sex, 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, religion, color, sex, 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 permissible under 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 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. Any notice, request, demand, direction, or other communication sent by facsimile must be confirmed within forty-eight (48) hours by letter mailed or delivered. Other forms of electronic transmission such as e-mails, text messages, instant messages are not acceptable manners of notice required hereunder. 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: CivilSource, Inc.
Attention: Amy Amirani, P.E., President
9890 Irvine Center Drive
Irvine, CA 92618
Telephone: (949) 585-0477
Facsimile: (949) 585-0433

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. Except as may be expressly provided for herein,

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 is executing this Agreement is duly authorized and existing, (ii) he is duly authorized to execute and deliver this Agreement on behalf of the Party for which he is signing, (iii) by so executing this Agreement, the Party for which he 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 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”), which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. 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 elected officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. The foregoing indemnity shall survive termination of 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

BRUCE E. CHANNING,
City Manager

ATTEST:

(SEAL)

PEGGY JOHNS,
City Clerk

APPROVED AS TO FORM:

GREGORY E. SIMONIAN,
City Attorney

"CONSULTANT"
CIVILSOURCE, INC., a California
corporation

By: Amy Amirani
AMY AMIRANI, P.E., President

By: Amy Amirani

AMY AMIRANI
Secretary

EXHIBIT “A”

FEBRUARY 5, 2014 PROPOSAL/ SCOPE OF WORK

INCLUDING,

SCHEDULE OF COMPENSATION/FEES

February 5, 2014

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

RE: Proposal for On-Call Civil Engineering and Management Services

Dear Mr. Rosenfield,

Thank you for the opportunity to present a proposal to the City of Laguna Hills (City) for On-Call Civil Engineering and Management Services. We believe this proposal demonstrates that we are particularly well experienced in, and capable of performing, the work you have described.

Our Project Managers, led by Project Director **Amy Amirani**, are the core of CivilSource. **Safa Kamangar, Peter Salgado, Steve Schapel, and Jeni Bliatout** bring to the City high-agency level experience and will work closely with your staff to ensure that requests and concerns are immediately addressed. They have worked as a team for several years on capital improvement projects and similar on-call contracts, with each manager applying different skills to produce more effective solutions than when working alone. They are supported by skilled engineering and public works professionals, and this proposal demonstrates that we have completed several projects together.

Our team's skills and resources mirror that of a large corporation, but the individual attention paid to our clients is that of a small firm. Our office is located less than 3 miles from City Hall allowing for quick response times and close collaboration with City staff which will move projects forward. Overall, we are committed to being responsive to and meeting the City of Laguna Hills' needs.

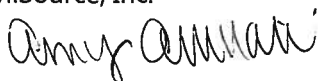
The CivilSource team has worked with several neighboring cities including the **Cities of Laguna Beach, Laguna Woods, Aliso Viejo, Irvine, Lake Forest, and Laguna Niguel**. We have acquired a keen understanding of community sensitivities, industry standards, and the general policies and procedures of local contract agencies similar in operation, size and population to the City of Laguna Hills.

Provided in this proposal is a list of references, and we encourage the City to contact our references to confirm our successful track record.

We understand that budget constraints that smaller contracting cities such as Laguna Hills are often faced with. Our proposed rates are negotiable and our references will attest to our willingness to work within any budget.

We believe our strengths make CivilSource uniquely qualified to provide the City with professional services. We thank you for the opportunity to submit our proposal and we look forward to further discussions with you regarding your project. Should you have any questions or need additional information, please contact me at our office (949) 585-0477 or by email at aamirani@civil-source.com.

Respectfully submitted,
CivilSource, Inc.



Amy Amirani, P.E.
Principal

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Overview

Firm Profile & Team Qualifications

A certified DBE/WBE/SBE, CivilSource was established as a California Corporation in 2006 specializing in program management, engineering design and construction management and inspection of capital improvement and public works permitted projects including streets; traffic systems; drainage and flood control; parks and recreational facilities; water and wastewater systems; vertical construction; and landscaping and irrigation. Offering a large network of professionals with expertise in a variety of engineering fields, our team includes licensed civil engineers, construction managers, certified inspectors, and experienced public works professionals. All team members are extensively experienced working within the structure of municipal government and public construction policy and will seamlessly integrate into the City of Laguna Hills (City).

CivilSource was founded by Amy Amirani, a registered Civil Engineer in the State of California. Her 30+ years of civil engineering experience includes leading teams in providing design engineering, construction management and inspection services for municipalities throughout southern California. She also served as the Public Works Director for the cities of Hermosa Beach and San Juan Capistrano. She will be responsible for dedicating our staff identified herein, providing necessary equipment and resources, and managing any required subconsultants and contractors. Meeting our high expectations of quality assurance and quality control, responsiveness, documentation, communication, and coordination is her top priority. ***She assures the City that the CivilSource team will successfully provide any professional engineering service required.***

Over the years, our successful delivery of products and services has resulted in repeat clients for a broad range of municipal services. Our key services include:

- | | |
|--|------------------------------|
| ✓ Civil Engineering Design | ✓ Staff Augmentation |
| ✓ Construction Management & Inspection | ✓ Project Management |
| ✓ Plan Check/Review | ✓ Federal Funding Management |
| ✓ Building and Safety Services | ✓ Labor Compliance |
| ✓ Constructability Review | ✓ Public Outreach |

Why is CivilSource most qualified to provide professional engineering services to the City of Laguna Hills?

- Our experience working with various local agencies is extensive. Over the course of completing numerous public works capital improvement and permitted projects we have demonstrated our ability to work well with local agency staff, project stakeholders, engineers and contractors. We have successfully delivered projects in a timely and cost-effective manner and we have acquired a keen understanding of local agency requirements which is critical to facilitating and resolving project issues. We are committed to establishing and maintaining effective working relationships with City staff and we are excited about the opportunity to serve the City.
- The CivilSource team members are experts in the industry, both on a technical level and in working with City governments. We have demonstrated our ability to work well with local agency staff, project stakeholders, engineers, and contractors.
- We pay close attention to project schedule and costs while balancing the need to ensure conformance with local and industry standards in a cost effective manner.



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Public Agency Experience & References

Provided herein is relevant project experience categorized by services provided. Listed first are similar on-call civil engineering contracts for which CivilSource currently provides several on-call engineering services. The abbreviations for those services are as follows:

PWI = Public Works Inspection

CM&I = Construction Management and/or Capital Improvement Project Inspection

PC = Plan Check

GM = Grant Management

CE = Civil Engineering Design (PS&E), Stormwater Quality Management, Maintenance Services

A. On-Call Civil Engineering Services

CITY OF LAGUNA WOODS | As-Needed City and Traffic Engineering Services

Chris Macon, City Manager, (949) 639-0525

CivilSource is currently acting as the City of Laguna Woods City and Traffic Engineer and providing the City with all civil and traffic engineering design services. Services include: developing, reviewing, and modifying civil engineering plans, designs, and specifications for public works projects; implement modern methods and techniques used in the design and construction of a wide variety of municipal projects; provide construction management and inspection for a broad range of municipal public works projects; federal funding administration; and technical report writing. Projects to date include:

- El Toro/Aliso Creek Widening Phase II (federally funded, LAPM compliance)
- El Toro Road Pavement Rehabilitation (SLPP funded)
- City Hall Civic Center and Library Improvements (CDBG funded)
- City Hall Storm Drain Improvements (CDBG funded)
- City Hall Green Roof LID Project (Prop 84 grant funded)
- Citywide Traffic Signal Maintenance
- Moulton Parkway Smart Street Program
- Grading Plan and Permit Review
- Woods End Trail

Services Provided

- PWI
- CM&I
- PC
- GM
- CE

Capital Improvement Types

- Streets, Signals & Lighting
- Streetscape
- Flood Control & Water Quality
- Public Facilities

CITY OF VILLA PARK | As-Needed City and Traffic Engineering Services

Jared Hildebrand, City Manager, (714) 998-1500

CivilSource is currently acting as the City of Villa Park City and Traffic Engineer and providing the City with all civil and traffic engineering design services. Services include: developing, reviewing, and modifying civil engineering plans, designs, and specifications for public works projects; implement modern methods and techniques used in the design and construction of a wide variety of municipal projects; provide construction management and inspection for a broad range of municipal public works projects; federal funding administration; and technical report writing. Projects to date include:

- Pavement Management Program Services
- Sewer Master Planning Services
- SLPP Citywide Street Rehabilitation
- FY 12/13 Citywide Sewer Improvements

Services Provided

- PWI
- CM&I
- PC
- GM
- CE
- PM

Capital Improvement Types

- Streets, Signals & Lighting
- Streetscape

CITY OF BREA | As-Needed Civil Engineering Services

Delfino "Chino" Consunji, PE, Director of Public Works, (714) 990-7657

Projects include:

- **Puente Avenue Rehabilitation.** Prepared the plans, specifications and estimates (PS&E) for the Puente Avenue Rehabilitation project. The project consisted of pavement rehabilitation; replacement of damaged curb, gutter and sidewalk; and construction of ADA compliant curb ramps. Services consist of preliminary engineering, final engineering and bid phase construction support.
- **Glenbrook Tract Water Main.** Prepared the PS&E for the removal and replacement of an existing 6-inch and 8-inch water mains, gate valves, services, meters, fire hydrants, pressure regulation station(s) and appurtenances.
- **Birch Street Median Landscape Enhancements.** Provided capital improvement inspection and labor compliance services. The project consisted of constructing raised concrete landscaped medians along Birch Street. The medians were constructed with concrete pavers, plant materials, irrigation and dual up-lighting for trees.
- **Public Works Inspection.** Provided public works inspection services for permitted projects on an as-needed basis. Projects include: 939 Mariner Street Permit Project, AT&T Encroachment Permit Inspections, SCE Undergrounding Project.

Services Provided

- PWI
- CM&I
- GM
- CE

Capital Improvement Types

- Streets, Signals & Lighting
- Streetscape

CITY OF YORBA LINDA | On-Call Civil Engineering Services

Fredy Castillo, Assistant Engineer, (714) 961-7170

Projects include:

- **Yorba Linda Boulevard Rehabilitation.** Prepared PS&E for a 2-mile primary arterial highway rehabilitation project. Improvements included asphalt overlay, reconstruction of curbs and gutters, cross gutters, spandrels, sidewalks, driveways and driveway approaches, ADA ramps, striping, traffic signal loops, and traffic control.
- **2010 Slurry Seal Program.** Completed the field inspection and assessment of three zones within the City of Yorba Linda to determine and prioritize locations for removal and replacement of asphalt, slurry seal or rehabilitation. CivilSource was also responsible for completing the PS&E associated with the aforementioned improvements.
- **Bastanchury Road Improvement.** Construction Management and Capital Improvement Project Inspection. Project consisted of construction of concrete improvements; construction of storm drain improvements (abandoning existing storm drain line, installing a new 18" storm drain line and junction structure); construction of sewer improvements (abandoning an existing septic tank, and installing a new 4" lateral); removal and replacement of AC sections; street resurfacing with finish course of rubberized asphalt (ARHM); and utility adjustments, traffic loops, and striping.
- **Savi Ranch Display Sign Project.** Construction Management and Capital Improvement Project Inspection. Project consisted of the installation of several monument signs throughout the Savi Ranch area of Yorba Linda. The project included installation of concrete grade beams and foundations, installation and testing of electrical hook ups and new steel columns, new concrete caissons and concrete pad.
- **FY 2011-2012 Street Rehabilitation.** Construction Management and Capital Improvement Project Inspection. \$1M citywide street rehabilitation project.

Services Provided

- PWI
- CM&I
- GM
- CE

Capital Improvement Types

- Streets, Signals & Lighting
- Streetscape

CITY OF HUNTINGTON BEACH | As-Needed Construction Management and Inspection Services

Eric Charlonne, Construction Manager, (714)536-5430

CivilSource was awarded a three-year contract and two one-year extensions to provide construction management and inspection services for capital improvements and private land development projects; Public Works encroachment permit inspections; and labor compliance and federal funding administrative services. Projects include:

- **Utility Operations Facility Upgrades.** Construction of a new 6,714 square foot Operations Building, 11,096 square foot Distribution and Meter Building, 1,029 square foot expansion to the existing production building, and site improvements.
- **Sewer Lift Station #24 and Force Main Replacement.** Abandonment and demolition of an existing sewer pump station and various sections of existing sewer lines, removal of existing electrical panels and conduit, parkway and street improvements, installation of new sanitary sewer lines, and installation of a new sewer lift station.
- **Ocean Sewer Gravity Rehabilitation.** Construction of a new 8-inch diameter gravity sewer and an inverted siphon under an existing 96-inch storm drain, the abandonment of an existing sewer lift station and force main, and the demolition and reconstruction of the Oceanhill Drive cul-de-sac.
- **Algonquin Sewer Lift Station No. 10 Replacement and Force Main Replacement.** \$1.3million sewer lift station project which included abandonment and demolition of an existing sewer lift station, installation of a new sanitary sewer lift station, installation of 8-inch and 12-inch sewer force mains, asphalt paving and removal, and restoration of existing public and private improvements.
- **Springdale Street 36" Watermain Corrosion Control and Arterial Street Rehabilitation.** \$5.8 million 36-inch and 42-inch steel water transmission main and street rehabilitation project.
- **Public Works Inspection.** Provided public works inspection services for permitted projects on an as-needed basis. Projects include: Ocean Hill Gravity Sewer, Sunset Beach Water Lines, Water Well #10, Center Avenue Rehabilitation, Magnolia Street Rehabilitation, Costco Development, and several other private development projects.

Services Provided

- PWI
- CM&I
- PC
- GM

Capital Improvement Types

- Streets, Signals & Lighting
- Streetscape
- Flood Control & Water Quality
- Public Facilities

B. Construction Management & Inspection (Capital Improvements and Public Works)

CITY OF ANAHEIM | Tustin Avenue and La Palma Intersection Widening

Mr. Kurt Pegg, PE is currently acting as Resident Engineer for the construction of this project. This project will widen a 1300 foot portion of Tustin Avenue as well as widen the SR 91 on and off ramp at Tustin Avenue. This project also includes 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.

CITY OF SANTA MONICA | Annual Street & Parkway Improvements

CivilSource provided construction management and capital improvement project inspection for the City's annual street, sidewalk and curb ramp improvements projects for Fiscal Years 2008/2009, 2011/2012, and 2012/2013, as well as public outreach services for each project. The projects encompassed pavement resurfacing of streets and parking lots (including slurry seal and crack seal treatments); full pavement reconstruction; and new sidewalks, driveways and ADA ramps. Our services included all facets of construction management and inspection including utility and multiple agency coordination; project budget and accounts tracking; engineering plan and specification review; traffic management and control; submittal/schedule/RFI/progress payment review and processing; field observation; negotiating and processing change orders; document control; and project close out.

CITY OF LAKE FOREST | El Toro and Jeronimo Streetscape

CivilSource provided construction management and capital improvement project inspection for the construction of traffic calming measure along El Toro Road and Jeronimo Road. CivilSource also provided Federal Funding Administration on these projects including preparation of the preliminary environmental studies and request for authorization packages, award and final reports, invoices for reimbursement and labor compliance services. Improvements consisted of asphalt overlay and reconstruction; construction of a raised and landscaped median; reconstruction of sidewalks, curbs and gutters; concrete and cobble paving; installation of roadway signs and lighting; parkway landscaping and irrigation improvements; and pavement striping, markings, and markers

CITY OF POMONA | Citywide Street Lights (CDBG)

CivilSource provided construction management, grant management and labor compliance services for this \$250,000 street lights project. Project included the removal and installation of approximately 50 street lights in several residential areas.

CITY OF LOS ALAMITOS| Ball Road and Bloomfield Street Storm Drain Improvements

CivilSource provided construction management and capital improvement project inspection. This project included over one-mile of storm drain installation and intersection improvements. As this project was a joint venture funded by both the City of Los Alamitos and Cypress, CivilSource was responsible for coordinating construction and work progress with both agencies. The project included extensive utility coordination in order to facilitate start of construction. The designed alignment of the storm drain conflicted with multiple utility facilities including water, gas, oil, electric and sewer lines.

CITY OF LAKE FOREST| Etnies Skate Park

CivilSource provided constructability review, construction management and capital improvement project inspection for the expansion of the Etnies Skate Park of Lake Forest. The project increased the size of the park by 13,000 square feet. Unique new features included a cradle, adjustable handrails, and a barbeque area.

CITY OF IRVINE | Adventure Playground Project

CivilSource is currently providing program management, construction management and **capital improvement project** inspection services for the design, bid, and construction phases of the Adventure Playground Project. Adventure Playground is a 4.5 Acre site within University Community Park. The park design provides an active play area with structures that promote child-directed play and adult/child interaction.

CITY OF LAGUNA NIGUEL | Sea Country Senior Center and Community Center

CivilSource provided constructability review, construction management, capital improvement project inspection and grant management services. This \$6 million building improvement project entailed 10,300 sf of new construction and a 2,000 sf remodel with related foundation, plumbing, electrical, mechanical and utilities improvements as well as offsite improvements including parking lot improvements, landscaping and hardscaping. CivilSource was also responsible for public outreach services including receiving and responding in writing to public comments and complaints; coordinating construction work with affected residents and center users; and attending meetings with City staff, public officials and the general public. CDBG Funded.

CITY OF INGELWOOD | New Senior and Community Center

Representative/Construction Manager for the design-build of a 40,000 s.f. two-story senior center with underground parking in the City of Inglewood. As a part of these services, CivilSource is preparing the cost estimates for various aspects of the senior center. The proposed facility will include a main lobby area, multi-purpose rooms, recreational rooms, kitchen and dining facilities, and more.

C. Plan Check Services

CITY OF MORENO VALLEY | On-Call Plan Check Services

As part of a three year contract, CivilSource 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, soils/geologic reports, Engineer Cost Estimates and easement documents in addition to providing other support services as needed for the Land Development Division of Public Works. Projects include:

- **Parcel Map 33637**
- **Precise Grading Commercial Plans for Parcel Map 34577**
- **Westridge Commerce Center Development:** A 943,800 square foot distribution warehouse on an approximately 55 acre site with associated on-site improvements (parking, landscape, hardscape, sewer, water, storm drain, underground utilities, grading, etc.) and off-site improvements (roadway, bridge crossing, landscaping, irrigation, water, sewer, storm drain and underground utilities).

CITY OF LA HABRA HEIGHTS | On-Call Plan Check Services

As part of an on-call plan review and inspection services contract, CivilSource is currently as needed plan review services. Scope of work 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.

D. Civil Engineering (including Stormwater Quality Management)

CITY OF LA HABRA | La Bonita Park Water Facilities

CivilSource served as designer and construction manager in the design-build of a water facility that also included the demolition and reconstruction of a roller hockey rink, restroom/storage facility and parking areas. Professional services included the design and construction management of a new pre-stressed concrete reservoir, a new 11.5MGD pump station including new electrical and control facilities, intake and discharge piping, flow control facility, discharge metering vault, 2 miles of 24" cement mortar lined and coated pipe, and associated site improvements; construction oversight of traffic control, excavation and shoring, dewatering, relocation of existing sewer main, street improvements and pavement repairs, protection of all existing utilities and facilities; and facility start up and testing.

CITY OF IRVINE | Culver/Walnut Widening and Street Improvements

CivilSource provided project management for the preparation of plans, specifications, and estimates (PS&E) for a \$2.5M roadway/intersection widening and street rehabilitation. Improvements included widening the roadway for additional lanes; median modifications; traffic signal and interconnect facility modifications; landscaping and irrigation modifications; ADA compliant sidewalks, bus stops and access ramps construction; and removal and replacement of damaged curb, gutter and sidewalk. Services entailed obtaining right-of-way clearance, utility relocation/coordination, identification of required easements, preparation of legal descriptions, coordination/facilitation of meetings with surrounding businesses and residents, Caltrans coordination, landscape architecture, field surveying, hydrology and hydraulic studies, and construction engineering support.

CITY OF REDONDO BEACH | Pacific Coast Highway at Palos Verdes Boulevard

CivilSource is currently preparing PS&E for the Pacific Coast Highway (PCH) and Palos Verdes Boulevard Intersection Improvements. The proposed improvements consist of the installation of a right turn lane along Palos Verdes Boulevard at the northeast corner with PCH. The existing sidewalk will be reduced, the street widened, and a right turn lane installed. Consideration for bicycle improvements is also necessary.

CITY OF COSTA MESA | PS&E Engineering Services for Capital Improvement Projects

CivilSource has completed PS&Es for several capital improvement projects in the City of Costa Mesa consisting of the following types of improvements/modifications: roadway rehabilitation, traffic signal, parkway, landscaping and irrigation, and storm drain improvements. Projects include **Cassia Street, Valencia Street, Magnolia Avenue/Alley/Parking Lot, Alley 72, Hamilton Street, Plumer Street, Bear Street and Orange Avenue, Paularino Avenue, Santa Ana Avenue, Shalimar Avenue, Tustin Avenue, Alley No. 109, Vanguard Street, Wilson Avenue, Mendoza Avenue, Center Avenue, and Anaheim Avenue.** Recent projects include:

- **Broadway Street Improvements.** Prepared PS&E for this federally-funded Safe Route to School (SRTS) project to implement traffic calming measures on Broadway to address resident concerns for speeding and to improve pedestrian and bicyclist safety. The project included the design of bulb-outs and medians, roadway rehabilitation, traffic signal, parkway, landscaping and irrigation, and storm drain improvements. The CivilSource effort included managing the design efforts, preparing and processing environmental documents (Preliminary Environmental Studies) and Requests for Authorization to Proceed with Construction (E76); utility coordination; and all necessary public outreach tasks. Public outreach consisted of one-on-one communication with each affected resident, facilitating public meetings, and incorporating resident comments into the design as necessary.
- **East 19th Street Design Improvements.** Prepared PS&E for this federally funded SRTS traffic calming project. Scope of services consisted of preparation and processing of environmental documents (Preliminary Environmental Studies) and Requests for Authorization to Proceed with Construction (E76), and civil engineering design plans to include the use of chokers and median improvements. The project also included the design of three (3) monument signs. Public outreach consisted of one-on-one communication with each affected resident, facilitating public meetings, and incorporating resident comments into the design as necessary.
- **Industrial Way Water Quality and Storm Drain Improvements.** Design Engineering Services and the preparation of PS&E with the objective to eliminate the flooding and current water quality problems caused by the deficiencies within the existing storm drain system. The project consists of installing an underground detention/infiltration facility within an open grass field located south of the Anaheim Avenue and 19th Street Intersection. The detention/infiltration area measures 190 ft. wide by 160 ft. long with a depth of 3 ft. A 2'X10' RCB inflow and an 18-inch diameter outlet pipe will connect to the existing storm drain system located within Anaheim Avenue. The proposed basin will accommodate 1.5 acre-ft. to 2.0 acre-ft. Next to the existing 30-inch pipeline located in Anaheim Avenue from Plumer to 18th Street, a parallel storm drain facility within Anaheim Avenue will be constructed. The storm drain system will consist of 1,000 lineal ft. of 10ft. by 3 ft. RCB. The RCB would connect to the existing storm drain system with 24-inch diameter pipe constriction to make the RCB function as inline storage. This would create a .7 acre-ft. of storage. The project will include a hydraulic analysis of the entire storm drain system.

CITY OF CYPRESS | Cerritos Avenue (East) Widening Project

Preparation of PS&E for widening of the roadway to full width for additional through capacity thereby relieving congestion at the intersection. The project consisted of removal and replacement of curb, gutter, sidewalk, curb ramps, and driveways; relocation of traffic signals, power poles, light poles, fire hydrants, and utility boxes; and asphalt paving, traffic striping, retaining wall construction, and other appurtenant site improvements on the east side of Walker Street and along the south side of Cerritos Avenue. Services entailed soil testing and structural section design; field surveying; design of concrete improvements; traffic signal modification design, street light relocation design and coordination providing wheelchair ramp designs; traffic control plans, preparation of plans, specifications and cost estimates; and, construction engineering & bid phase support.

CITY OF BALDWIN PARK | Storm Drain Improvements on Corak Street

Preparation of PS&E for the installation of 2,500 feet of new storm drain pipes on Ramona Boulevard between Earl Avenue and Francisquito Avenue, and along a drainage easement between Corak Street and Francisquito Avenue. The storm drains consist of reinforced concrete pipe ranging in size from 24-inches to 42-inches in diameter. The project also includes improvements to manholes, catch basins, transition structures, connector pipes, and junction structures.

CITY OF ANAHEIM | Paul Revere Park.

CivilSource prepared Preliminary Grading and Drainage Plans for the project based on the Landscape Architect and City approved conceptual site plans. The plans include pad elevations, site hardscape, contours, drainage inlets paving sections, fencing, and earthwork quantities. The plans also introduce recommendations on required BMP's to comply with water quality regulations and address any impacts to improvements within the City's right of way. CivilSource also prepared a preliminary cost estimate of the site improvements, including earthwork, hardscape and drainage improvements.

CITY OF HUNTINGTON BEACH | City Hall Modifications

CivilSource prepared the plans and processed the required permits for the city hall modifications. The scope of services included architectural drawings (general plan, demo & proposed floor plans, demo & proposed reflected ceiling plans, interior elevations, finish schedule & misc. details) and electrical drawings (power & lighting plans, panel schedule, and Title 24 for lighting).

E. Grant Management

CITY OF LAGUNA WOODS | As-Needed City and Traffic Engineering Services

As part of City Engineering Services, CivilSource also provided grant management services including grant applications, budgeting, reporting, and administration. Grants included Growth Management Area (GMA), Transportation Enhancement (TE), Transportation Development ACT (TDA), State Water Control Resources Board Prop 84, State Local Partnership Program (SLPP) Prop 1B, Surface Transportation Program – Local (STPL) and Rubberized Asphalt Grant. Services also included federal funding administration including preparing and submitting Preliminary Environmental Studies (PES), Requests for Authorization (E76), award packages, final reports, and reimbursement invoices; DBE/WBE monitoring; quarterly and semi-annual reports; and labor compliance services.

CITY OF VILLA PARK | As-Needed City and Traffic Engineering Services

As part of City Engineering Services, CivilSource also provided grant management services including grant applications, budgeting, reporting, and administration. Grants included Growth Management Area (GMA), Transportation Enhancement (TE), Transportation Development ACT (TDA), State Water Control Resources Board Prop 84, State Local Partnership Program (SLPP) Prop 1B, Surface Transportation Program – Local (STPL) and Rubberized Asphalt Grant.

CITY OF COSTA MESA | Grant Management and Administrative Services

Services include federal funding administration including preparing and submitting Preliminary Environmental Studies (PES), Requests for Authorization (E76), award packages, final reports, and reimbursement invoices; DBE/WBE monitoring; quarterly and semi-annual reports; and labor compliance services.

CITY OF LAKE FOREST | Grant Management and Administrative Services

Services include federal funding administration including preparing and submitting Preliminary Environmental Studies (PES), Requests for Authorization (E76), award packages, final reports, and reimbursement invoices; DBE/WBE monitoring; quarterly and semi-annual reports; and labor compliance services.

Scope of Work

CivilSource has many on-call civil engineering contracts and has a thorough understanding of how to approach this type of contract. Our team has the skills and experience needed to provide the comprehensive list of civil engineering services requested by the City, and we are able to demonstrate these talents from our Irvine office. The following is an overview of our typical scope of work, which will be refined on a per project basis.

A. On-Call Civil Engineering

The CivilSource team's on-call contract success is based on our ability to respond quickly to project needs, work seamlessly as an extension of the client's staff, and bring experienced professionals with the innovative solutions to address the unique needs of each individual assignment. Our team has recent experience with as-needed contracts with over two dozen California clients, covering a wide range of public works service areas. Our success working on as-needed contracts stems from our ability to respond quickly with the right blend of staff, creating teams that have the appropriate skills and experience to bring innovative solutions to our clients' projects.

While each project approach will differ based on the specific goals and objectives of the individual assignment, our general approach is to work collaboratively with City staff on these types of projects. An outline of our typical project approach for as-needed services, regardless of the specific technical assignment is provided below:

- Meet with City staff to define project goals and objectives and listen to City concerns and issues
- Put the "Right team members on the project"
- Develop a specific project approach that meets or exceeds the City's goals and objectives, and addresses the concerns/issues, based on our extensive experience (this would be the actual detailed Work Plan or Scope of Work)
- Execute the Work Plan; collect and obtain appropriate, available data
- Conduct technical analyses to support the goals and objectives of the project
- Produce draft technical memorandum at key project milestones for review and comments by the City
- Attend meetings with City staff to discuss project issues, exchange information/data, and obtain review comments
- Address City comments through additional technical analyses, revise technical work product
- Finalize work product (report or technical memorandum) and prepare and deliver presentations to City staff and stakeholders as appropriate

B. Construction Management & Inspection (Capital Improvements & Public Works)

I. PROJECT START-UP, COORDINATION & ORIENTATION PHASE

Our Pre-Construction services will include:

- Constructability and Value Engineering Reviews
- Technical support during bid/award process
- Conduct pre-bid meeting
- Review project plans and specifications to become fully familiar with the project requirements.
- Take pictures of the existing conditions prior to construction.

II. CONSTRUCTION PHASE

Our Construction Phase services will include overall management and inspection of the construction process for quality assurance and quality control. These services may include but not be limited to:

- Facilitate a pre-construction meeting to cover the overall project objectives, responsibilities of key personnel and agencies, schedules, submittal procedures, correspondence, RFQ/RFI processes, progress payments, change orders, safety issues, emergency response requirements, and all other pertinent topics.

**On-Call Civil Engineering and Management Services
City of Laguna Hills**

- 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.
- Process RFIs and ensure timely distribution to and response by appropriate project team members (City staff, Engineer, other agencies).
- Ensure an efficient submittal process. 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 baseline schedule and, upon acceptance, adopt for the remainder of the project.
- 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.
- 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.
- Review and forward for approval the contractor Payment Applications. 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.
- Detailed and accurate quality assurance and quality control observation of the contractor's work is required for successful project competition. Our Construction 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 will include:
 - ✓ Perform daily field 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.
 - ✓ Prepare daily reports detailing work completed and/or other activities for each day the contractor performs work. Daily reports will state at a minimum the date, weather conditions, traffic control measures taken, progression of work, and subcontractors, equipment and employees on site, and any major incidents/safety violations.
 - ✓ 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.

III. POST-CONSTRUCTION PHASE

- Compile detailed punch-lists with City, Engineering Consultants, and Contractor. We will conduct a preliminary walk-through with the contractor to ensure there are no blatant issues and generate a preliminary punch-list. After completion of the preliminary punch-list items, we will conduct a punch-list walk-through with the Engineering Consultants to generate a second punch-list, if required. After completion of the Engineering Consultants' punch list items, we will conduct the official punch-list walk-through with the City and other stakeholders to generate the official and final punch list. We will diligently follow up on the progress of the punchlist items to ensure completion within the time prescribed.
- 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 and Request for Retention for completeness and forward to City for approval.

C. Plan Check Services

All plan check services will be driven by industry standards and professional practices, and shall comply with the applicable regulations including but not limited the codes and standards listed in the Request for Proposal. Turnaround times of plan checks are crucial and we intend to return plan checks within a maximum 14 calendar day plan check period. CivilSource will take every measure possible to see that this timeline is met, including hand-delivery and pick-up of plans. We intend to consistently beat the plan review turnaround times while providing high quality plan check services and 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.

Our plan check services include:

- **Transmittal:** Pickup and delivery of all plan review documents from the City and maintain accurate and comprehensive records related to all plans, calculations, and documents received. We will screen and log every application to assure 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 assure turnarounds and completeness of review.
- **Corrections:** CivilSource will assure that corrections are handled as quickly and as clearly as possible. Our intent is to help the applicant through the plan review process. 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 what 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.
- **Approval:** Upon completion of each plan review, plans and supporting documents will be returned to the City stamped as approved. Approval will only 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 complete the initial plan review in fourteen calendar days and considerably less time for rechecks. Some plans may require expedited review.
- **Meetings:** We will conduct and coordinate all communications with the City for plan review comments to assure 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.

Teaming up with CivilSource brings you many advantages. Our expertise allows you to receive an accurate, concise review in a timely manner as just part of the benefits.

- During peak periods review turnaround times can be kept within acceptable ranges by using CivilSource to supplement your staff.
- Our position as an independent third party reviewer eliminates potential conflicts on politically sensitive projects.
- Our regional emphasis keeps us on top of local conditions such as soils, marine, and wind conditions critical to this area.

D. Civil Engineering Design (including Stormwater Quality Management)

D1. Civil Engineering Design

I. PRELIMINARY DESIGN STAGE SERVICES

- **Kick-off Meeting.** Following the notice to proceed, CivilSource will schedule and attend a Kick-Off 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.
- **Data Collection.** CivilSource will research City and utility company records to obtain all available as-built improvement plans and record drawings, water and sewer atlas maps, drainage master plan, parcel maps, right-of-way data, address/business lists, reports, and any other information pertinent to the project. Collection of data will also include contact and coordination with other City departments, and public and private agencies regarding any planned projects in the vicinity of this project and obtain their records and requirements.
- **Utility Coordination.** Research and establish precise location of all utilities and utility easements.
- **Field Survey & Base Map.** CivilSource will partner with Calvada for all design survey related tasks. A minimum of three field walks will be scheduled with City staff to ensure detailed depiction of existing conditions and work requirements on the plans and specifications. The limits of the work will be determined during the field walks in accordance with City standards and direction. Field and record information will be acquired to complete a topographic survey for design purposes. CivilSource will prepare base maps identifying all existing improvements including but not limited to drainage structures, fire hydrants, utility facilities, landscaping, signs, street lights, fences, walls, etc., and other appurtenant improvements in the project areas.
- **Geotechnical Evaluation.** As needed and via a subconsultant, CivilSource can provide geotechnical materials and testing services. This may include reviewing and summarizing available information regarding local conditions for the site surrounding area. We will collect and log soil samples for visual classification and laboratory testing, as necessary. We will conduct laboratory testing on the sampled soils to evaluate their engineering properties. We will review field and laboratory data, perform engineering analysis, and prepare a report that includes the results of the investigation and their conclusions and geotechnical recommendations for pavement design and earthwork.
- **Traffic Engineering.** As needed and via a subconsultant, CivilSource can provide the following traffic engineering services: intersection layout; traffic signal design; re-striping plans; lighting plans; pedestrian safety studies; traffic control plans; development of arterial traffic calming measures; area-wide street network analysis; on-street parking improvements; inter-jurisdictional agreements; "before" and "after" evaluation studies; transit signal priority timing; and signal timing/coordination analysis.
- **Landscape Engineering.** As required, CivilSource will provide landscape architecture services including landscape plantings, hardscape, irrigation and soil testing.
- **Hydrology/Hydraulics.** When required by the City, CivilSource will prepare or supplement the City's studies on drainage master plan for construction of facilities to alleviate flooding. CivilSource will review and evaluate the City's master plan and provide additional hydrology study. This task item will include 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 gutter, pipes, ditches/swales, and catch basins.
- **Plans, Specifications & Estimates.** CivilSource will prepare the final civil design plans, specifications and estimates to conform to the most recent Manual on Uniform Traffic Control Devices (MUTCD), Caltrans, and City standards. Plans will be fully detailed to advertise and construct the project.

II. FINAL DESIGN STAGE SERVICES

- The final construction specifications, cost estimate and plans at 100% completion will incorporate comments from the City, affected agencies and utility companies. The plans will be prepared to conform to the general requirements of the City with consideration for the needs of the contractor's construction operations. CivilSource will deliver completed and approved construction drawings on or ahead of approved schedules. All designs shall be prepared and submitted in a manner that ensures a complete design approved by the City Engineer with no more than two plan check submittals. Where applicable, the construction drawings will conform to the appropriate applicable standards such as City, State and Federal laws, City Design Manuals, City Standard Plans, all Caltrans manuals, policies, State Standard Plans and Specifications (for traffic signal and striping work and all work within State R/W), APWA Standard Specifications for Public Works Construction "Greenbook," Manual of Uniform Control Devices, and as revised and amended.
- Upon City approval, CivilSource will provide the final construction drawings in digital format and one set of mylars, sealed and signed by a supervising California Licensed Civil Engineer. All correspondences and all other related documents will be turned over to the City in hard copy and electronic format as a deliverable product.
- CivilSource will provide one full set bid package ready for advertising.

III. BID STAGE SERVICES

CivilSource is experienced in providing technical support during the bid/award phase of the project. These support services may include but be limited to:

- Conducting a pre-bid meeting in concert with City staff and other project stakeholders.
- Reviewing Requests for Information and preparing bid addenda as required
- Bid analysis and evaluation as well as contractor reference checks.

D2. Public Right of Way Maintenance

The CivilSource team will work with the City to coordinate and prioritize all public right of way maintenance activities. These activities can include maintenance of newly constructed facilities; implementing a pavement management system; and continued inspection of landscaping, traffic signals, striping, signage, storm drains, and sidewalks. We can prepare detailed maintenance schedules of needed repairs and cost conscious maintenance recommendations that will assist you in preparing budget estimates required to complete the scheduled work. Our team is dedicated to implementing solutions based upon your specific facility/infrastructure needs and will provide assistance through each step of these projects.

We can provide the following services:

- Assist City staff in tactfully responding to citizen complaints and inquiries in accordance with City policy, as requested, including investigating and resolving complaints related to street maintenance.
- Assist in the development of cost estimates.
- Assist in the development and implementation of procedures and safety guidelines; including work processes.
- Investigate claims against the City and work with staff to gather information
- Coordinate and prioritize maintenance activities with other City departments, divisions and with outside agencies.
- Conduct constructability reviews for street improvement projects.
- Assist in budget preparation and administration, including staff reports, technical memorandums, and Microsoft Excel costs analyses.
- Prepare technical memorandums and/or staff reports that offer clear recommendations regarding street maintenance issues such as contract status, new technology, field issues, etc.

E. Grant Applications & Management

Public works projects often have multiple funding sources including federal, state and local funding. CivilSource has provided program management, project engineering, design and construction support for a broad range of state and federally funded projects, including Safe Route to School projects (SRTS and SR2S), CDBG projects, Prop 1B SLPP, Prop 84, and other projects funded through FHWA, FTA and other federal programs (STP, STPL, ARRA, HSIP, etc). We have created personal relationship with funding agency staff including Caltrans District 12 Local Assistance staff.

We can assist the City with the following tasks:

- Grant Applications for programs such as Rubberized Pavement Grants, Safe Routes to Schools, Measure M, Surface Transportation Program, etc.
- Federal Projects administered by Caltrans
 - ✓ Preparing Preliminary Environmental Study (PES) forms for federal-aid projects and coordinating environmental (NEPA) approval process with Caltrans and FHWA
 - ✓ Preparing Preliminary Engineering, Right-of-Way and Construction Authorization to Proceed (E76) and coordinating the approval process with Caltrans and/or the Authority.
 - ✓ Preparing contract award packages, final reports and reimbursement requests for federal-aid projects
 - ✓ Preparing construction cost estimates, detail estimates, and finance letters.
 - ✓ Reviewing completed Plan, Specification and Estimates package for compliance with project funding federal-aid guidelines.
 - ✓ Participating in project audits by the Authority, Caltrans or the Federal Highway Administration.
 - ✓ Providing contract administration for federal-aid projects including review of Contractor's DBE submittals, review certified payrolls and interview contractor employees for verification.
- Measure M Administration
 - ✓ We will provide the required administration in association with Measure M funding, including but not limited to:
 - ✓ Prepare the Measure M Package in accordance with the annual Measure M requirements for submittal to OCTA by June 30 of each year for funding eligibility. With the expiration of M1 this year, we will ensure that future Measure M Packages are submitted in accordance with Measure M2.
 - ✓ Coordinate with OCTA to provide additional information and/or backup materials as needed.
 - ✓ Prepare the final reimbursement requests through Measure M.
- Wage Compliance Monitoring.

Our ultimate goal is to resolve wage issues at the lowest level possible before it evolves into a significant project dispute; thereby protecting the City from any liability of wage restitution. We will assist the City in meeting labor compliance requirements including, but not limited to, ensuring compliance with prevailing wage requirements, auditing certified payroll records and related documentation, and ensuring that all required documentation has been received and work completed. We will also be required to identify potential labor compliance claim issues before they arise and investigate complaints of underpayment. CivilSource will also conduct on-site investigative activities to resolve worker complaints and other identified prevailing wage violations, and will provide monthly reports containing sufficient data to enable evaluation of both progress and problems.

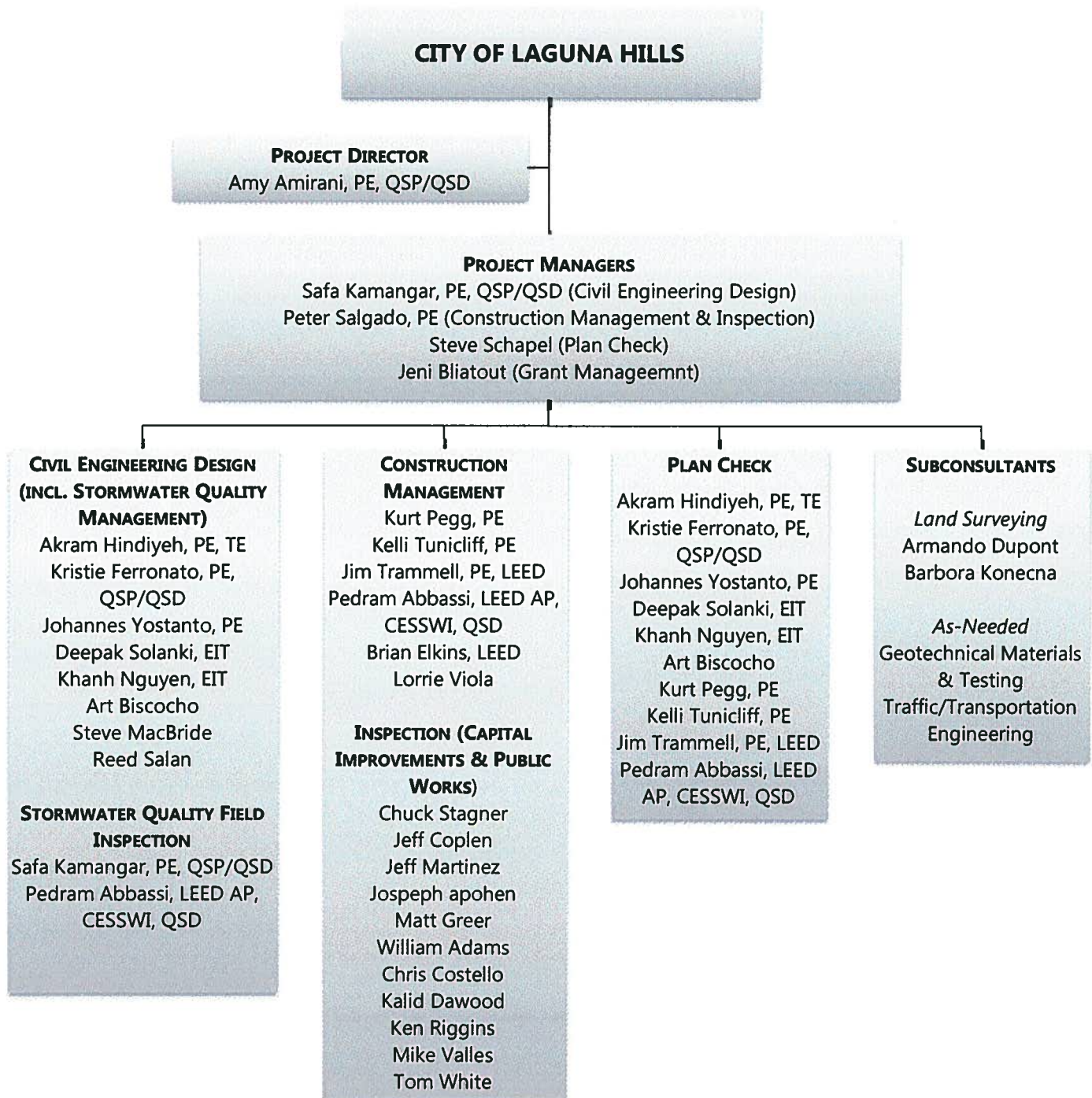
F. Land Surveying

As a part of the CivilSource team, Calvada Surveying will perform all design, construction and boundary surveys and monument preservation.

Key Personnel

Organization Chart

The key element in effective management of any project is to assign experienced staff who will dedicate their efforts to complete the project in an efficient and timely manner. We have assembled a project team comprised of civil engineers, construction managers, inspectors, surveyors and technical support personnel dedicated to assignments from start to finish, successfully completing all aspects of the work. **Other specialty subconsultants will be obtained on an as-needed basis.** The City will benefit from a service provider committed to choosing the best, most qualified personnel.



Management Team & Key Personnel

Project Director Ms. Amy Amirani, P.E., QSP/QSD brings to the team over 35 years of Public Works civil engineering and project experience. This experience, combined with in-depth knowledge of municipal regulations and procedures, has resulted in the successful completion of many capital improvement projects for clients throughout the region. Her experience includes public facilities engineering with a specific emphasis in the planning, design, construction, and program management of municipal capital improvement projects, including: streets, wastewater, storm drain, and other infrastructure development. She will ensure that proper resources are provided to complete the project on time and within budget.

Project Manager Mr. Safa Kamangar, P.E., QSP/QSD is a California Registered Civil Engineer as well as a Construction Manager/Resident Engineer with over 16 years of experience in both the private and public sectors. He has actively managed large infrastructure projects for CivilSource and participates directly in the planning, preliminary design, final design, and construction of several small- and large-scale capital improvement projects including streets, water and wastewater, storm drain, and vertical construction. His roles have included project management, design engineering, construction management, resident engineering, and field inspection. As a Design Engineer, Mr. Kamangar has performed hydraulic studies, detailed design drawings, development of specifications, site work, and field calculations. As a Construction Manager, he has been responsible for construction oversight, schedule management, budget tracking, and Contractor negotiations.

Project Manager Mr. Peter Salgado, P.E. has over 16 years of construction management and resident engineering experience for a variety of public works projects including streets, storm drain, parks, vertical construction, water, wastewater, and recycled water improvements. Working with a variety of agencies, he is thoroughly familiar with local, state, and federal procedures. In the course of project management, his specific duties include coordinating work of project staff; supervising construction managers and inspectors; managing design development and construction oversight; reviewing project plans, specifications and cost estimates; maintaining cost and schedule control including developing and updating the master schedule; managing the bid/award process; administering consultant and construction contracts; reviewing, evaluating, and negotiating construction change orders; preparing and presenting City Council/Board Staff Reports; facilitating work related to warranties; and managing project closeout.

Design Manager Mr. Steve Schapel offers over 25 years of civil engineering experience in southern California. He is an experienced manager, responsible for the successful design engineering of environmentally and politically sensitive capital improvement projects. Mr. Schapel's experience includes acting as the Project Manager and Engineer responsible for preparing project studies and recommendations, plans and specifications, and support during construction. His broad background has included the preparation of design plans and technical specifications for sewer, storm drain, street and parks improvements. His responsibilities have included overall oversight of pavement evaluations, potholing and traffic control, right-of-way mapping, topographic survey mapping, utility agency research and coordination, preliminary design, final plans, traffic control plans, project specifications, construction cost estimates, bidding support, RFI clarification, construction observations, and record drawings.

Grant Manager Ms. Jeni Bliatout has over 12 years of experience in federal funding contract administration and general construction document controls. She has successfully applied for state and federal grants including Prop 84, SLPP, Measure M2, CDBG, Surface Transportation Program Grants and more. She is thoroughly familiar with the public works process of federally funded projects including requests for funding; project reports prior to, during and after construction; reimbursement requests; audits; and wage compliance/DBE monitoring. Ms. Bliatout is experienced in managing projects in compliance with state and federal grant reporting and filing requirements, in particular in compliance with the Caltrans Local Assistance Procedures Manual (LAPM). She pays close attention to these requirements and deadlines so that project funding remains unaffected and so that file audits are conducted quickly and efficiently. She is also experienced in ensuring that project documents show compliance with DBE reporting requirements.

**On-Call Civil Engineering and Management Services
City of Laguna Hills**

Project/Traffic Engineer Mr. Akram Hindiyyeh, P.E., T.E. possesses more than 35 years of civil engineering experience in the public and private sectors and is a registered civil engineer and traffic engineer in the State of California. He has served as the City Traffic Engineer for the Cities of Laguna Woods and San Clemente as well as the City Engineer and Traffic Engineer for the Cities of Villa Park and Laguna Woods. Mr. Hindiyyeh's experience includes developing and implementing a Pavement Management System Program, a Sidewalk Inventory Program, a Street Improvement Program, a Major Street Maintenance Program, and Traffic Signals Operation and Maintenance Program. As part of the City of San Clemente's Budget Evaluation Team and the Capital Improvement Project Committee, Mr. Hindiyyeh was responsible for preparing and managing the budgets of several major programs and funds. Additionally, he has prepared successful grant applications for Federal, State, County, and local programs.

Project Engineer Ms. Kristie Ferronato, PE, QSP/QSD has over 14 years of civil engineering and construction experience on both public and private sector projects, which most of her experience focusing on many aspects of public improvements. Ms. Ferronato has been in charge of public-works infrastructure improvements, private storm drain improvements, site grading, highway design, and construction management. Her expertise includes infrastructure plans, hydraulic and hydrology analysis, computer modeling, grading and cost estimating. Public works improvements included analysis and design of potable water and fire protection distribution networks, wastewater collection, recycled water distribution, pipelines and pump station facilities; including numerous storm drain and highway improvements.

Construction Manager Jim Trammell, PE is a registered civil engineer with over 28 years of experience in design, construction management, development, and general contracting. As a licensed Civil Engineer, General Contractor and LEED (Environmental Design) Professional, his diverse and professional background brings a unique approach to the construction management process. He understands and manages the balance between sensible design, quality and cost and has a proven track record in the successful development of many large-scale and complex projects with demanding schedules. He has been responsible for the management of the planning, design and construction of several small- and large- scale parks and recreational projects including park facilities, playgrounds, parkway landscaping and irrigation, and community centers. Mr. Trammel is knowledgeable of the public works process in regards to the design, bid, award and construction phases.

Construction Manager Mr. Kurt Pegg, PE is a professionally registered Civil Engineer with over 20 years of experience managing the largest heavy highway projects in Southern California both from the Owner's side and the Contractor's side. He possesses extensive experience in all areas of project management, including overseeing construction administration and management activities; supervising and assigning the activities of staff and consultants; reviewing construction progress payments, costs, budgets, and schedules; and negotiating change orders and enforcing contract requirements.

Construction Manager Ms. Kelli Tunicliff, PE has over 16 years of experience in the engineering and construction industry in both private and public sector including construction management, project engineering, project inspection, structural design, sales and marketing, risk management, and cost estimation. She is experienced in the successful completion of diverse projects including: bridge and highway improvements, street rehabilitations, building modifications, railroad quiet zone and grade separation construction, retaining wall construction, landscape improvements, water treatment facilities, and power plant and refinery projects. Ms. Tunicliff is also Experienced in contract negotiations, schedule review, change management, constructability review, document preparation, submittal review, construction resolution, field engineering, funding assistance, agency coordination, and public relations.

Forms & Required Statements

CivilSource, Inc. is ready and willing to execute the City's form Professional Services Agreement as attached to the Request for Proposal.

As required, a Certificate of Non-Discrimination and Disclosure of Employee Relationships and Financial Interests forms follow this page.

January 8, 2014
Request for Proposal
On-call Civil Engineering and Management Services

**CITY OF LAGUNA HILLS DISCLOSURE
EMPLOYMENT RELATIONSHIPS
AND FINANCIAL INTERESTS**

NAME OF CONSULTANT: CivilSource, Inc.

DISCLOSURE - EMPLOYMENT RELATIONSHIPS WITH CITY OFFICIALS OR CITY
EMPLOYEES:

NA

DISCLOSURE - FINANCIAL INTERESTS OF CITY OFFICIALS OR CITY EMPLOYEES
IN THE ENTITY:

NA

I declare under penalty of perjury, under the laws of the State of California, that the
foregoing is true and correct.

Signed this 5th day of February, at Irvine

, California.

Name: Amy Amirani

Title: President

Signature: 

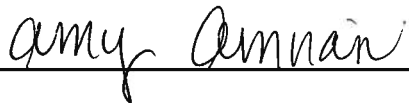
January 8, 2014
Request for Proposal
On-call Civil Engineering and Management Services

**CITY OF LAGUNA HILLS
CERTIFICATE OF NON-DISCRIMINATION**

I hereby certify on behalf of CivilSource, Inc.
(Consultant) that all persons employed by this company are, and shall be treated fairly without regard to race, creed, color, national origin, political affiliation, marital status, sex, age, or disability, and in compliance with all Federal and State laws prohibiting discrimination in employment, including, but not limited to, the Civil Rights Act of 1964, the Unruh Civil Rights Acts, and the Americans with Disabilities Act.

Name: Amy Amirani

Title: President

Signature: 

Date: 2/5/14

RATE SCHEDULE

Range of Hourly Rates: All Employees in company/field office or in Client offices.

Effective: For the duration of contract.

DESIGN / CONSTRUCTION MANAGEMENT	HOURLY RATE
Principal/Project Director	\$165
Principal Engineer	\$150
Senior Project Manager, Senior Construction Manager	\$125-148
Construction Manager/Resident Engineer	\$125-145
Chief Building Official	\$140
Certified Construction Manager	\$110-130
Project Engineer	\$110-125
Scheduling/Cost Engineer	\$105
Senior Planner/Permit Specialist	\$85
CADD Operator/Drafter	\$85
Building & Safety Plan Reviewer	\$85
Building & Safety Inspector	\$85
D5 Certified Engineer/Quality Control	\$105-125
Quality Control Observer	\$79-105
LEED Certified Observer	\$79-105
Labor Compliance/Federal Funding Specialist	\$65
Contract Administrator	\$65
REIMBURSABLE EXPENSES	COST
Reproduction	Cost
Consultant Services	Cost + 15%
Automobile Transportation	\$.565 per mile
Delivery, Freight, Courier	Cost
Agency Fees	Cost
Commercial Travel	Cost

**PROFESSIONAL SERVICES AGREEMENT
HR GREEN CALIFORNIA, INC.
(On-Call Civil Engineering and Management Services)**

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter "Agreement") is made and entered into, to be effective this 1st day of July 2014, 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 CALIFORNIA, 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 on-call civil engineering consulting services, including but not limited to, public works inspection, construction management, land surveying, plan check services, stormwater quality management and field inspection, civil engineering design services, capital improvement project delivery, project management, and general municipal engineering services (the "Project").

B. Consultant has submitted to City a proposal, dated February 5, 2014, to provide professional on-call civil engineering consulting services to City for the Project pursuant to the terms of this Agreement.

C. Consultant is qualified by virtue of its experience, training, education, reputation, and expertise to provide these services and has agreed to provide such services as provided herein.

D. City desires to retain Consultant to provide such professional services.

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

AGREEMENT

1. SERVICES OF CONSULTANT

1.1 Scope of Services and Standard of Performance. In compliance with all terms and conditions of this Agreement, Consultant agrees to provide and perform the professional civil engineering services for the Project as set forth in the Proposal/Scope of Work, dated February 5, 2014, which is attached hereto as Exhibit "A" and is incorporated herein by reference (hereinafter referred to as 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 Service 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 and subcontractors providing services under this Agreement shall have sufficient skill and experience to perform the Services and Work assigned to them. All Services and Work shall be completed to the reasonable satisfaction of the City.

1.2 Contract Documents. The Agreement between the Parties shall consist of the following: (1) this Agreement; and, (2) the Consultant's signed, original February 5, 2014, proposal submitted to the City ("Consultant's Proposal"), which shall all be referred to collectively hereinafter as the "Contract Documents." The Consultant's Proposal, attached hereto as Exhibit "A," is hereby incorporated by reference and is made a part of this Agreement. All provisions of the Contract Documents shall be binding on the Parties. Should any conflict or inconsistency exist in the Contract Documents, the conflict or inconsistency shall be resolved by applying the provisions in the highest priority document, which shall be determined in the following order of priority: (1st) the terms 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 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.

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

of the Work and Services required by this Agreement, and shall defend, indemnify, and hold the City, its elected and appointed 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 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 warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of any Services hereunder. Should the Consultant discover any latent or unknown conditions that will materially affect the performance of the Services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the City.

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

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

1.8 Additional Services. City shall have the right at any time during the performance of the Services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Work 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 Work or reasonably contemplated therein, regardless of whether the time or materials required to complete any work or service identified in the Scope of Work exceeds any time or material amounts or estimates provided therein.

2. COMPENSATION

2.1 Maximum Contract Amount. For the Services rendered pursuant to this Agreement, Consultant shall be compensated by City in accordance with the Schedule of

Compensation/Fees, which is attached hereto as Exhibit "A" and is incorporated herein by reference. The total maximum contract amount shall not exceed Seven Hundred Fifty Thousand Dollars (\$750,000), which sum shall not exceed One Hundred Fifty Thousand Dollars (\$150,000) per Fiscal Year during the term of this Agreement (hereinafter referred to as the "Maximum Contract Amount").

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 manager, 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 CPI Adjustment of Hourly Rates/Billing Rate Schedule. The Schedule of Compensation/Fees (Exhibit "A"), also referred to herein as Consultant's hourly rates or billing rate schedule, shall remain fixed and unchanged for the first two years of the term of this Agreement (i.e., from July 1, 2014 through June 30, 2016). Thereafter, Consultant may submit a request to adjust its hourly rates once per year during the remainder of the contract term. However, approval of any request to adjust Consultant's hourly rates shall be made at the sole discretion of the City Manager and is subject to the City's approved budget. Such fee adjustment(s), if any, shall not exceed the value of the change of 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 fee adjustment 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 Work or 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 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 (Exhibit "A").

3.2 Schedule of Performance. Consultant shall commence the Services pursuant to this Agreement upon receipt of a written notice to proceed on each task order 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, but such extensions shall not exceed one hundred eighty (180) days cumulatively; 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, 2014 and ending on June 30, 2019.

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

4. COORDINATION OF WORK

4.1 **Representative of Consultant.** The following principal of Consultant is hereby designated as being the principal and representative of Consultant authorized to act in its behalf with respect to the Services to be performed under this Agreement and make all decisions in connection therewith: **Roy F. Stephenson, P.E., 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 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. 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 officers, employees, or agents 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 an office or any other type of fixed business location at City's offices. City shall have no voice in the selection, discharge, supervision, or control of Consultant's employees, servants, 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 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 any performance 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 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 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, servants, representatives, subcontractors, or agents, Consultant shall indemnify City for all such financial obligations.

5. INSURANCE

5.1 Types of Insurance. Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, the insurance described herein for the duration of this Agreement, including any extension thereof, or as otherwise specified herein, against claims which may arise from or in connection with the performance of the Work hereunder by Consultant, its agents, representatives, or employees. Insurance required herein shall be provided by an authorized insurance company and admitted in the State of California and having a minimum A.M. Best's Guide Rating of A-, Class VII or better, unless such requirements are waived in writing by the City Manager or his designee due to unique circumstances. In the event the City Manager 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 Manager or his designee. Consultant shall immediately substitute any insurer whose A.M. Best rating drops below the levels specified herein. Except as otherwise authorized below for professional liability (errors and omissions) insurance, all insurance provided pursuant to this Agreement shall be on an occurrence basis. The minimum amount of insurance required hereunder shall be as follows:

A. Errors and Omissions Insurance. Consultant shall obtain and maintain in full force and effect throughout the term of this Agreement, professional liability (errors and omissions) insurance coverage in an amount of not less than two million dollars (\$2,000,000.00) per claim or occurrence, in accordance with the provisions of this section.

(1) Consultant shall either: (a) certify in writing to the City that Consultant is unaware of any professional liability claims made against Consultant and is unaware of any facts which may lead to such a claim against Consultant; or (b) if Consultant does not provide the certification pursuant to (a), Consultant may be required by City to procure from the professional liability insurer an endorsement providing that the required limits of the policy shall apply separately to claims arising from errors and omissions in the rendition of services pursuant to this Agreement.

(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 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 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 Manager.

(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 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 Services under the terms of this Agreement.

B. Workers' Compensation Insurance. Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, 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 subrogation rights under its workers' compensation insurance policy against the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

C. Commercial General Liability Insurance. Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of comprehensive general liability insurance 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.

(1) The commercial general liability policy shall name the City of Laguna Hills as an additional insured in accordance with standard ISO additional insured endorsement form CG2010(1185) or equivalent language.

(2) Consultant either: (a) shall certify in writing to the City that Consultant is unaware of any liability claims made against Consultant, and is unaware of any facts which may lead to such a claim against Consultant; or (b) if Consultant does not provide the certification pursuant to (a), Consultant may be required by City to procure from the commercial general liability insurer an endorsement providing that the required limits of the policy shall apply separately to occurrences during the rendition of services pursuant to this Agreement.

D. Business Automobile Insurance. Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of business automobile liability insurance written on a per occurrence basis with a single limit liability in the amount of one million dollars (\$1,000,000.00) bodily injury and property damage. The policy shall include coverage for owned, non-owned, leased, and hired cars.

E. Employer Liability Insurance. Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of employer liability insurance written on a per occurrence basis with a policy limit of at least one million dollars (\$1,000,000.00) per accident for bodily injury or disease.

5.2 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City Manager prior to commencing any work or services under this Agreement. Consultant guarantees payment of all deductibles and self-insured retentions. City reserves the right to reject deductibles or self-insured retentions in excess of \$10,000, and the City Manager may require evidence of pending claims and claims history as well as evidence of Consultant's ability to pay claims for all deductible amounts and self-insured retentions proposed in excess of \$10,000.

5.3 Other Insurance Requirements. The following provisions shall apply to the insurance policies required of Consultant pursuant to this Agreement:

5.3.1. The required commercial general and business automobile liability policies shall be endorsed to state that City and its officers, council members, officials, employees, agents, and volunteers shall be covered as additional insureds with respect to liability arising out of all work or services performed by Consultant pursuant to this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to additional insureds. Additional insured

endorsements are not required for the professional liability and workers' compensation policies.

- 5.3.2 For any claims related to this Agreement, Consultant's coverage shall be primary insurance as respects City and its officers, council members, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City and its officers, council members, officials, employees, agents, and volunteers shall be in excess of Consultant's insurance and shall not contribute with it. The insurer shall waive all rights of subrogation and contribution it may have against the City, its officers, council members, officials, employees, agents, and volunteers, and their respective insurers.
- 5.3.3 Any failure by Consultant to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to City and its officers, council members, officials, employees, agents, and volunteers.
- 5.3.4 Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or modified by either Party, 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 in this subsection, 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.
- 5.3.5 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.
- 5.3.6 None of the insurance coverages required herein will be in compliance with these requirements 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 Manager and approved in writing.
- 5.3.7 The required insurance endorsements shall not contain any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the endorsements. 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.

- 5.3.8 Consultant agrees to ensure that subcontractors, if any, and any other parties involved with the Project who are brought onto or involved in the Project by 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.
- 5.3.9 Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any insurance requirement in no way imposes any additional obligations on the City nor does it waive any rights hereunder in this or any other regard.
- 5.3.10 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. Endorsements as required in this Agreement applicable to the renewing or new coverage shall be provided to City no later than ten (10) days prior to expiration of the lapsing coverage.
- 5.3.11 Requirements of specific insurance coverage features or limits contained in this section are not intended as limitations on coverage, limits, or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.
- 5.3.12 The requirements in this section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this section.
- 5.3.13 Consultant agrees to provide immediate notice to City of any claim or loss against Consultant arising out of the Work performed under this Agreement and for any other claim or loss which may reduce the insurance available to pay claims arising out of this Agreement.
- 5.3.14 Consultant agrees that the provisions of this section shall not be construed as limiting in any way the extent to which the Consultant may be held responsible for the payment of damages resulting from the Consultant's activities or the activities of any person or person for which the Consultant is otherwise responsible.
- 5.4 **Verification of Coverage.** Consultant shall furnish City original certificates of

insurance and endorsements, including additional insured endorsements, in a form acceptable to the City, affecting all of the coverages required by this section. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Consultant shall provide to City all certificates and endorsements required by this section before commencing any work on the Project. Consultant shall furnish, at City's request, copies of actual policies including all declaration pages, endorsements, exclusions and any other policy documents City requires to verify coverage.

6. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall indemnify, defend (at Consultant's sole cost and expense), protect and hold harmless City and its officers, council members, officials, employees, agents and volunteers and all other public agencies whose approval of the Project is required, (individually "Indemnified Party"; collectively "Indemnified Parties") against any and all liabilities, claims, judgments, arbitration awards, settlements, costs, demands, orders, and penalties (collectively "Claims"), including but not limited to Claims arising from injuries or death of persons (Consultant's employees included) and damage to property, which Claims arise out of, pertain to, or are related to the negligent acts or omissions, recklessness, or willful misconduct of Consultant, its agents, employees, or subcontractors, or arise from Consultant's failure to perform any term, provision, covenant, or condition of this Agreement ("Indemnified Claims"). Such obligation to defend, hold harmless, and indemnify any of the Indemnified Parties shall not apply to the extent that such Claims are caused by the sole negligence, active negligence, or willful misconduct of such Indemnified Parties.

Consultant shall reimburse the Indemnified Parties for any reasonable expenditures, including reasonable attorneys' fees, expert fees, litigation costs, and expenses that each Indemnified Party may incur by reason of Indemnified Claims. Upon request by an Indemnified Party, Consultant shall defend with legal counsel reasonably acceptable to the Indemnified Party all Claims against the Indemnified Party that may arise out of, pertain to, or relate to Indemnified Claims, whether or not Consultant is named as a party to the Claim proceeding. The determination whether a Claim "may arise out of, pertain to, or relate to Indemnified Claims" shall be based on the allegations made in the Claim and the facts known or subsequently discovered by the Parties. Consultant's indemnification obligation hereunder shall survive the expiration or earlier termination of this Agreement until all actions against the Indemnified Parties for such matters indemnified hereunder are fully and finally barred by the applicable statute of limitations or, if an action is timely filed, until such action is final.

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, 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. Any use of such completed documents for other projects and/or use of incomplete documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant, and the City shall indemnify the Consultant for all damages resulting therefrom. 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 its 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, the Consultant 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 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 his designee, determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, he 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 Attorney 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 attorney 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 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, religion, color, sex, 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, religion, color, sex, 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 permissible under 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 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. Any notice, request, demand, direction, or other communication sent by facsimile must be confirmed within forty-eight (48) hours by letter mailed or delivered. Other forms of electronic transmission such as e-mails, text messages, instant messages are not acceptable manners of notice required hereunder. 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: HR Green California, Inc.
Attention: Roy F. Stephenson, P.E., Project Manager
1100 Town and Country Drive, Suite 1025
Orange, CA 92868
Telephone: (714) 287-2275
Facsimile: (714) 333-1886

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. Except as may be expressly provided for herein,

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 is executing this Agreement is duly authorized and existing, (ii) he is duly authorized to execute and deliver this Agreement on behalf of the Party for which he is signing, (iii) by so executing this Agreement, the Party for which he 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 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"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. 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 elected officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. The foregoing indemnity shall survive termination of 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

BRUCE E. CHANNING,
City Manager

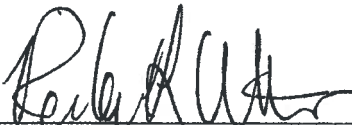
ATTEST:

(SEAL)
PEGGY JOHNS,
City Clerk

APPROVED AS TO FORM:

GREGORY E. SIMONIAN,
City Attorney

"CONSULTANT"
HR GREEN CALIFORNIA , INC., a
California corporation

By: 

RICHARD L. WHITE, Vice President

By: 

GEORGE A. WENTZ, Vice President

EXHIBIT “A”

**FEBRUARY 5, 2014 PROPOSAL/ SCOPE OF WORK
INCLUDING,
SCHEDULE OF COMPENSATION/FEES**

February 5, 2014

Mr. Ken Rosenfield, PE
Director of Public Services
City of Laguna Hills
24035 El Toro Road
Laguna Hills, CA 92653



Subject: Proposal: On-Call Civil Engineering and Management Services
Delivering "Best in Class" Services: Quality, Responsiveness, Reliability, Stewardship

Dear Ken,

To assist you with completing necessary 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 California, Inc.** (HR Green) represents 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. We also 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.

While you are very familiar with many of our staff members who have provided multi-faceted services to Laguna Hills, the firm name of HR Green may be new to you. **HR Green brings over 100 years of service in the industry.** In 2013 HR Green was ranked #185 of the top 500 design firms in the country by *ENR* and #12 of 100 on the *Zweig Letter* 2012 Hot Firm List. We currently have a staff in excess of 350. HR Green has had a southern California office since 2004. We specialize in providing on-site engineers, inspectors, water quality specialists, designers, plan and map reviewers, and program managers to process and deliver land development and CIP projects, realize significant cost savings, enhance financial sustainability, provide additional flexibility, and maintain accountability.

- **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.** Within the past 20+ years key members of our team, such as Roy Stephenson, PE; David Woolley, PLS (*subconsultant*); Bill Krelle; and Laura Klages, CPESC, QSD/QSP have provided Interim City Engineer, Surveying, 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.

As a result of our in-depth public sector experience and knowledge of your City personnel and community, our staff can hit the ground running with no ramp up needed. Our mission is to provide high quality, responsive, cost effective, and customer-oriented public services to the residents of Laguna Hills.

Sincerely,

Roy F. Stephenson, PE
Project Manager

George A. Wentz, PE
Principal-In-Charge

Phone: 714.287.2275 Fax: 714.333.1886

1100 Town & Country Road, Suite 1025, Orange, CA 92868

E-Mail: gwentz@hrgreen.com

5/13/2014 ITEM NO. 3.7



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Brief Overview of Similar Experience

HR Green California, Inc...Our Firm Profile

HR Green, Inc. was founded in 1913 and in 2012 established a separate California corporate entity. The firm has more than 350 employees and 15 offices throughout the United States, including a Southern California office in Orange. We have more than 20 staff assigned to our Orange County office. These staff members are registered engineers and ICC-certified plans examiners and inspectors, all of whom have provided identical services as requested in this solicitation. HR Green staff members have played a key role in the evolution and growth of Orange County, local municipalities, and other agencies throughout Southern California.

Our **multi-faceted** services include on-site staff augmentation, departmental management, program management, civil and building plan check, map check, civil engineering, design, neighborhood preservation, building safety administration, code compliance, construction management, grant writing/administration, permit processing, public works and CIP inspection, stormwater quality compliance, maintenance and operations management.

A cornerstone of our expertise is the provision of **on-call A/E and on-site staffing services to 50+ California agencies**. Many of our staff have been public agency employees, or augmented public agency personnel, who know and understand government processes. Consequently, we are ready to step in immediately, at whatever level you require, and bring one, integrated source to meet your needs. Our firm and staff is noted locally for our ability to successfully build consensus among a variety of public agency, regulatory, permitting, and community stakeholders and oversee the successful delivery of community-sensitive projects.

Financial Stability

Since being founded in 1913 HR Green has long maintained a strong and vibrant financial condition. Our 2012 revenue exceeded \$50 million. Our firm continues to have a strong balance sheet, is well capitalized, and is very well positioned to fulfill all of its obligations. Due to our aggressive financial discipline, our balance sheet remains strong and healthy. We have no conditions that would impede our ability to complete your assignments.

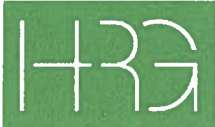
Our Team Differentiators...

- ✓ **Proven Track Record with Municipalities**
 - Exclusively Service Public Agencies / No Conflict of Interest
 - Full-Service Capabilities
 - #185 Ranked Design Firm in United States by *Engineering News Record* (2013)
- ✓ **Extensive Experience with Laguna Hills & Cities Throughout Orange County**
 - Multi-Faceted Consulting with the City of Laguna Hills over the Past 20+ Years
 - Served as original City Engineer for City of Laguna Hills / Assisted with City's Incorporation
 - Have Served 15+ Public Agencies Throughout County
 - 30+ Years of Municipal Consulting Throughout Orange County
- ✓ **Extensive Staff Continuity – We Assign Seasoned Staff With Extensive Knowledge of Your Facilities, Standards, Processes, & Requirements**
- ✓ **Programmatic Approach Promotes Accountability, Responsiveness, Cost-Efficiency, & Flexibility**
 - Versatility to Manage Departments, Programs, and/or Special Projects
 - Streamlined Process to Save Time & Money/Enhance Communication
- ✓ **Depth of Local Resources & Expertise**
 - Office Presence in Orange County / Rapid Response
- ✓ **Wealth of On-Call Staffing Expertise to Deliver Quick Response with No Ramp Up**



Brief Overview of Similar Experience

HR Green and our staff members have a long and successful history of providing on-call civil engineering and management services to Southern California agencies. The table below shows a representative sampling of this experience with specific examples on the next page.

 HRGreen Team/Staff Representative List of Clients	On-Site Staffing	SERVICES							
		Civil Engineering Design	Civil Plan Check	Stormwater Quality Management	Grant Writing/Administration	Code Compliance/Weed Abatement	Construction Management	Public Works/CIP Inspection	Land Surveying
County of Orange	X	✓	✓	✓	✓	✓	✓	✓	✓
City of Laguna Hills	X	✓	✓	✓	✓		✓	✓	✓
City of Placentia	X	✓	✓	✓	✓	✓	✓	✓	
City of Rancho Santa Margarita	X	✓	✓	✓	✓			✓	✓
City of Yorba Linda	X	✓	✓	✓	✓	✓	✓	✓	✓
City of Jurupa Valley	X	✓	✓	✓	✓	✓	✓	✓	✓
City of Laguna Niguel	X		✓						✓
City of San Clemente	X	✓	✓					✓	✓
County of Riverside	X		✓	✓					✓
Riverside County Flood Control & Water Conservation District	X		✓	✓					
City of Riverside	X	✓	✓	✓		✓	✓	✓	
City of San Bernardino	X		✓	✓	✓	✓	✓	✓	✓
City of Moreno Valley	X	✓	✓		✓	✓	✓	✓	
City of Menifee	X	✓	✓	✓	✓	✓	✓	✓	
City of Corona	X	✓	✓	✓	✓	✓	✓		
City of Indio	X	✓	✓		✓	✓	✓	✓	



Brief Overview of Similar Experience

On-Call Civil Engineering and Management

City of Laguna Hills

- Provided guidance and expertise to the City staff on matters of County to City transition, contract negotiations and organizational development, as well as established departmental procedures and standard forms for efficient operations of the Engineering and Building departments
- Proposed **HR Green** staff members have provided multi-faceted consulting for the past 20+ years
- Provided plan check, construction management, infrastructure inspection, stormwater quality, and interim city engineering
- Performed industrial and commercial inspections for compliance with the City's NPDES Permit
- **HR Green** staff initiated services upon City incorporation, including the provision and oversight of Director of Public Works/City Engineer, Building Official and Traffic Engineer
- Provided construction administration and inspection services for public works and CIP improvement work as well as design services for numerous public works projects, including roadway and infrastructure improvements

On-Call Civil Engineering and Management

City of Jurupa Valley

- Manage only California city to provide 100% of its municipal services through alternative service delivery providers / **Second most cost-efficient city in Riverside County** based on cost of service per capita
- Since 2011 City incorporation **HR Green** provides full departmental management and on-site staffing, including Assistant City Manager, Public Works Director/City Engineer, CIP Manager, NPDES Compliance Manager, Traffic Engineer, Development Review Manager, Construction Management, Inspection, Building Official, Code Enforcement, Maintenance and Operations
- Budget, administer and manage CIP program; value engineering and permitting for road, drainage, water, wastewater, and park projects; plan review; traffic studies; utility coordination; establish development guidelines/protocols; review of Water Quality Management Plans; GIS implementation; permitting and inspections
- Prepared grant applications and procured \$2.2 million in funding
- Design pavement rehabilitation projects citywide
- Coordinate project improvements, service delivery, and maintenance with multiple special districts
- 100% compliance providing permit inspections within 24 hours
- 100% success rate meeting plan review turnaround schedule

On-Call Civil Engineering and Management

City of Placentia

- **HR Green** provides as-needed city/civil engineering
- Project management for \$16 million Metrolink station and five railroad grade separation projects valued at over \$400 million
- Oversees CIP design; and provides plan checking, specification review, and construction oversight services
- Represents the City to assure that these projects comply with City standards and guidelines
- Extensive collaboration with OCTA, multiple cities, utilities, and water agencies to facilitate permits and improvements



Brief Overview of Similar Experience

On-Call Civil Engineering and Management

City of Yorba Linda

- **HR Green** possesses an on-call engineering contract, recently providing interim contract city engineering
- Proposed **HR Green** staff members have provided city/public works engineering, plan check, staff augmentation, stormwater quality, and inspection
- Negotiated the pre-annexation development agreement with the landowner, resulting in a transfer of 220 acres of land at no cost to the City, for 2,200+ unit Vista Del Verde residential development
- On-site engineering technician providing counter plan review and writing engineering staff reports
- Design, QA/QC, and project management of grade separation, roadway, and infrastructure improvements

On-Call Traffic Review and Engineering

City of Laguna Niguel

- **HR Green** has helped update the Gateway Area Specific Plan and continues to manage and prepare traffic and parking analyses for the Gateway area projects
- Prepared analysis for a Development Entitlement Management System, which sets traffic volume limits based on development types and scale to control traffic growth and ensure that system capacity is provided at the same time system demand is created
- Review various traffic studies, conducting peer reviews for studies submitted, providing comments, and preparing conditions for approval for satisfactory studies
- **HR Green staff** initiated services upon City incorporation, including the provision and oversight of Director of Public Works/City Engineer, Building Official and Traffic Engineer
- Provided guidance and expertise to the City staff on matters of County to City transition, contract negotiations and organizational development, as well as established departmental procedures and standard forms for efficient operations of the Engineering and Building departments

On-Call Civil Engineering and Management

City of Rancho Santa Margarita

- **HR Green** staff involved in City incorporation and ongoing services for 10+ years
- Proposed staff (Engineering Technician and Plan Reviewer) served the City for 6+ years
- Proposed Principal-in-Charge served as Interim City Manager and Public Works Director/City Engineer
- Prepared grant applications

On-Call Civil Engineering and Management

City of La Quinta

- **HR Green** currently provides on-call plan review
- **HR Green** staff provided multi-faceted municipal engineering and management for CIP and land development projects
- Contract Public Works Director/City Engineer during period of rapid development
- Development coordinator and inspection for 525-acre SilverRock Ranch golf resort
- Updated City standards and plan review checklists
- Full service civil plan review of land development projects, including 500+ acre The Trilogy which also included retention basins, water quality, and air quality management plans



Scope of Work Description for Each Service

Public Works and CIP Inspection

Our inspectors, such as **Bill Krelle**, can provide inspection services for a single project that may be complex or unique due to its type of construction or size, or we can provide staff to handle all inspection services for all of the City's projects, including encroachment permit, street maintenance, landscape, traffic signal, drainage, and similar projects. Our staff will be dedicated to providing the highest level of customer service and ensuring that all work is in conformance with the requirements of the City and all other applicable codes with detailed daily reports and photographic documentation provided. Our inspection can be adjusted on fast track projects to provide a high level of coordination specifically suited to gain compliance with all applicable codes on a shortened timetable. Our inspectors are certified and have extensive experience in inspection of public works projects and coordinating with applicable permitting agencies. The need to track and assess design changes in the field has created a need for inspectors on these projects to be especially aware. Fast-track projects may be built into small phases based on incremental design and fabrication steps. In such cases, our inspection team keeps daily logs to track corrections and plan review changes. Our Inspection Team also provides on-call inspection services to cover staff vacation time, peak workloads, specialized inspection activities and others as needed. These activities may include:

- Next-day inspections
- Same-day response to uniquely important or urgent inspection requests
- Inspections of a clearly urgent nature (emergencies, serious life-safety concerns, etc.)

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



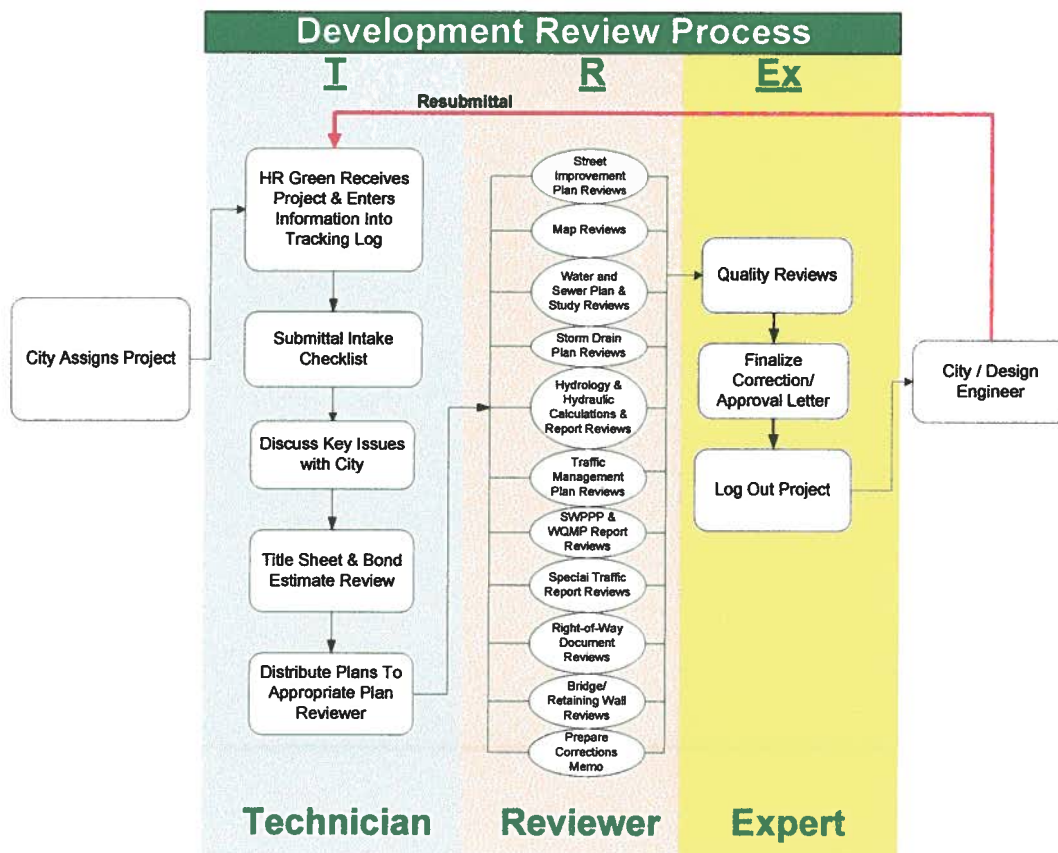
Scope of Work Description for Each Service

Land Surveying

Dave Woolley, PLS, our task leader, has provided surveying oversight to the City. He will monitor that field surveys set horizontal and vertical control (temporary benchmarks) and tie into the City's aerial mapping. Survey will tie to all accessible existing monumentation to set project centerline and property lines. All base mapping will accurately show the locations of surface and subsurface utilities and improvements as found in the field surveys and agency records. Construction surveying will be coordinated closely with the Construction Management/Resident Engineer. Some keys include that the survey crew verify and locate ties to existing surface or underground structures that will be joined by new construction with the engineering plans. The "joins" will be reviewed and any discrepancies will be noted to the Resident Field Engineer/Inspector. Copies of all field notes, cut sheets, and staking diagrams are supplied to the Field Engineer/Inspector and also reviewed and checked by the Supervising Land Surveyor in charge. A three-point check is made by the field survey crew at each station occupied prior to setting any construction stakes. A comparative analysis of staked coordinate values and design coordinated values is performed, which immediately detects any errors and allows for early correction.

Plan Check

Our team of professionals and seasoned specialists bring the expertise, continuity, and proven best practices to deliver quality plan checks and responsive service. Our team of civil plan and map checkers will maintain accountability through the use of formalized processes and streamlined electronic plan check procedures should the City desire to use these tools. The plan check process we will follow will be managed through our "**GreenTReX**" plan review and processing program, a formalized and integrated process whereby **T**echnician, **R**evue, and **E**xpert management/quality control functions are consistently implemented on each and every project. The quality of our staff provides you with a proven extension to your staff that binds the varying interests of your operations, the citizens you serve, and legal and regulatory considerations into a dynamic, flexible working system. The success of this system is based on thousands of hours of practical, real-world experience by our dedicated personnel and their unique ability to interact quickly and efficiently with your staff.





Scope of Work Description for Each Service

Stormwater Quality Management and Field Inspection

HR Green can provide programmatic solutions to your stormwater quality needs. This includes developing and implementing stormwater programs in compliance with NPDES requirements; training City staff; responding to RWQCB directives and citizen concerns; representing cities on numerous Permittee Committees; coordinating inventory of City municipal, residential, industrial, and commercial facilities; reviews 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 will be 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 will monitor sites to ensure temporary BMPs are installed and maintained while permanent BMPs are constructed per standards and specifications. For industrial and commercial facilities each business will be notified 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.

Prior to the inspection, our coordinators and inspectors will familiarize themselves with the facility by reviewing the database that exists in the City's files and will set up a checklist to correspond with the listed BMPs at the facility. They will also complete the first section of the inspection forms with the business' general information. During the site visits, our inspectors will 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 will 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.

Grant Writing/Administration

We understand the intricacies of the state and federal funding processes and the importance the funding has to your budget. Our staff has significant experience with the complex requirements associated with outside funding sources, including Measure M, CDBG, TEA-21, State Gas Tax, and other available state and federal grants/funding sources, both at the planning and final design level. For instance, within the past 10 years our staff has managed the processing of over \$100 million in federally funded roadway projects in Southern California, many of which have required Caltrans audits.

We have the capability to apply for and obtain additional grant funds for future projects. Our staff has assisted many other jurisdictions in the successful acquisition, administration, and reimbursement of special funds. We are very familiar with grant funding opportunities through a variety of programs, such as the HES and the Safe Route to Schools Program. Our team's extensive experience with Caltrans staff in administering current funds, closeout of projects, encroachment permits, and special studies will enable us to assist the City in an effective manner immediately after contract start up.

Civil Engineering Design

Our goal is to provide **value-added services** that yield innovative, yet practical, solutions to promote cost-effective and timely delivery, while protecting and enhancing the value of your infrastructure. Our design task leader will coordinate with our technical staff to ensure technical viability, monitor schedules/budgets, and assure the entire project team integrates seamlessly to deliver the best possible project. Our staff has a proven ability to partner



Scope of Work Description for Each Service

with municipal clients, including your City, and assess priorities in order to keep your project on schedule and under budget. Specific management and technical activities to be performed include the following:

- **Kick-Off Meeting** to discuss major features and details of the specific project assignment, identify jurisdictional agency approval and/or permit requirements, establish clear lines of communication, gather background data, and discuss any special requirements, constraints, and/or opportunities available to expedite the project in a cost-effective and timely manner.
- **Research and Review** of all available relevant information, data, and reports.
- **Initial Evaluation / Agency Coordination** to identify alternative solutions for key elements of the project and evaluate their feasibility based on factors including cost-effectiveness, constructability, utility impacts, safety, implementation requirements and overall project schedule, and other constraints.
- **Client / Agency Review** for review and concurrence prior to coordination with other permitting agencies for plan check review and comments.
- **Project Finalization, Approvals, and Permit Processing**, including compiling input, concerns, and comments from permitting agencies for resolution and finalization of the plans.
- **Construction Support** during the bidding/construction phases.

Some **key issues** we regularly address on infrastructure projects are highlighted below:

Street and Bridge Improvements

- | | |
|--|---|
| ▪ Minimize Community Impacts | ▪ On-Street Parking Alternatives |
| ▪ Maintain Ingress / Egress | ▪ Optimize Pavement Rehabilitation Methods |
| ▪ Efficient Traffic Control | ▪ Streamline Right-of-Way & Permitting |
| ▪ Structure Type Selection (Bridge, MSE Retaining Walls, etc.) | ▪ Effective Structural Design in Tight Constraints (e.g., Drilled Shafts vs. Pile Caps) |
| ▪ Aesthetics | ▪ ADA Compliant Sidewalks/Curb Ramps |

Storm Drainage Improvements

- | | |
|---|---|
| ▪ Avoid Utility Conflicts/Maintain Adequate Clearance | ▪ Adequate Capacity to Accommodate 100-Year Storm Event |
| ▪ Minimize Community Impacts | ▪ Comply with Regulatory/Water Quality Requirements |
| ▪ Maintain Ingress / Egress | ▪ Streamline Right-of-Way & Permitting |
| | ▪ Sustainability/Low Impact Design/Hydromodification |

We are committed to a stringent Quality Assurance, Quality Control and Constructability Review protocol for all deliverables submitted to a client. Our QA/QC and Constructability Review program will consist of four primary components for your project. We call this internal program the "four check" program for quality and success.

- | | |
|---|--------------------------------------|
| ▪ Check 1 – Scope of Services and Contract Review | ▪ Check 3 – Submittal Reviews |
| ▪ Check 2 – Concepts and Criteria Review | ▪ Check 4 – Constructability Reviews |

Project Schedule and Cost Control

We place a premium on utilizing proven scheduling resources and tools which provide open lines of communication, and maintain project momentum and successfully complete projects within budget and on schedule. These tools include:

- ✓ Regularly Updating the Schedule
- ✓ Holding Weekly Resource Allocation Meetings
 - Distributing & Updating Action Items Listing
 - Conducting Monthly Progress Meetings
- ✓ Tracking the Budget
 - Progress Reporting via Monthly Status Reports and E-Mail Updates



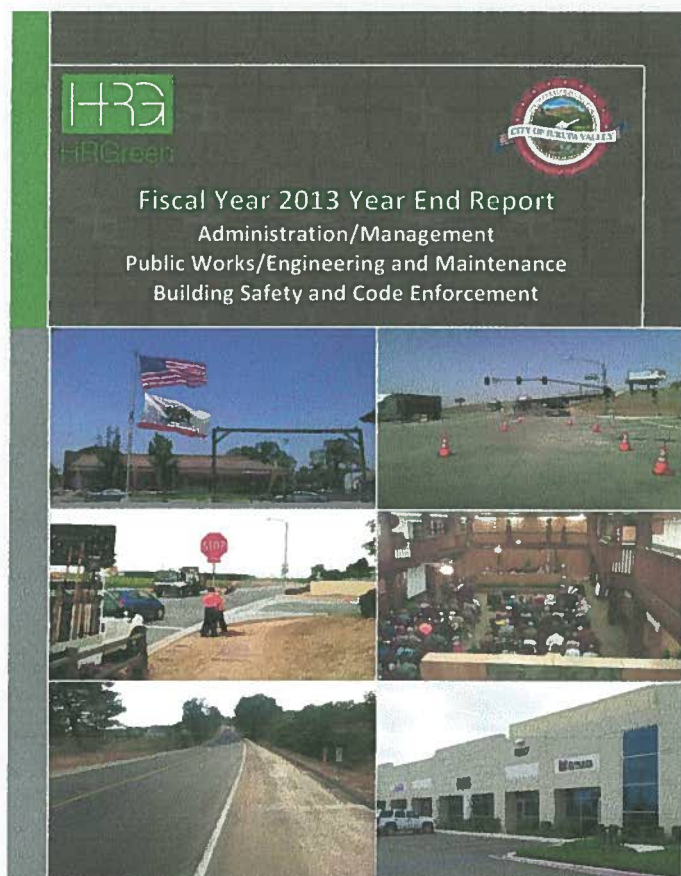
Scope of Work Description for Each Service

Weed Abatement

In managing construction, public works, stormwater compliance, code compliance, and maintenance operations we understand the critical role of abating nuisances, preserving neighborhoods, and maintaining water quality. Our staff will oversee the weed abatement contractor for the proper spraying of herbicides, discing, rough mowing, and/or hand work.

Report Writing

Our engineers and managers will prepare staff reports for department heads, city council, and various committees/commissions, as requested. This will include project progress reports and monthly/regularly scheduled meetings with the City Engineer or designated City representative. In addition, we will provide monthly invoicing with detail in the format desired by the City. Below are sample pages from a progress report we provided to the Jurupa Valley City Council.



Fiscal Year 2013 Year End Report	
Administration/Management Public Works/Engineering and Maintenance Building Safety and Code Enforcement	
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Scope of Work Description for Each Service



Public Works Department Engineering Division

Key Accomplishments

- Assisted in negotiations for new franchise agreements for trash hauling with Waste Management and BURRTEC, resulting in additional \$300,000 in annual franchise fees and sweeping of major streets in the Rubidoux service area
- Administered construction of \$1 million FY 2012/13 Pavement Rehabilitation project involving approximately 1,000,000 SF. All 8 areas are complete.
- Oversaw construction of Phase 1 of JCSD Pyrite Sewer Project (installation of new 36-inch gravity feed and 24-inch forcemain sewer along with a water pipe relocation and new lateral sewer connections) within budget and schedule
- Identified and coordinated with County the transfer of \$750,000 in previously collected deposits from developers to City as payment in-lieu of constructing transportation-related improvements that, as a condition of project approval, had been obligated to construct
- Obtained nearly \$400,000 in grant funding for road safety improvement, traffic safety, and Safe Route to School projects
- Processing agreement with California Public Utilities Commission to provide at-grade crossing at Pacific and Union Pacific Railroad right-of-way
- Obtained CalRecycle grant for \$25,281 for publish recycling benefits of beverage containers
- Completed Local Implementation Plan for M54 Permit and submitted to RCFC&WCD (May, 2013)
- Completed all civil plan reviews (1,100+ sheets) on schedule
- Applied for a \$500,000 RCFC&WCD project (Line A). Project included within RCTC 2013-14 budget.
- Updated radar speed studies
- Coordinated with RCTD, Caltrans, and City of Eastvale on the design of the \$25 million I-15 Interchange project
- Awarded contr. Bain (\$550,000)
- Awarded contr. Road
- Participated in
- Assisted in prep
- Processed gradi
- Processed 70+ t
- Provided engine

Public Works Department Engineering Division

Performance Overview

On pages 8 and 9 please find charts and graphs that display key performance indicators for the Public Works Department, Engineering Division.

Public Works Department Engineering Division

Projects in the Spotlight

New Traffic Signal at Rubidoux Blvd. and 28th Street

- Overseeing project design by Riverside County Transportation Department (\$758,000 construction cost)
- Construction duration from April through July, 2013
- Making curbs ADA compliant
- Construction of new pavement and pavement rehabilitation for 1/4 mile along Rubidoux Blvd.



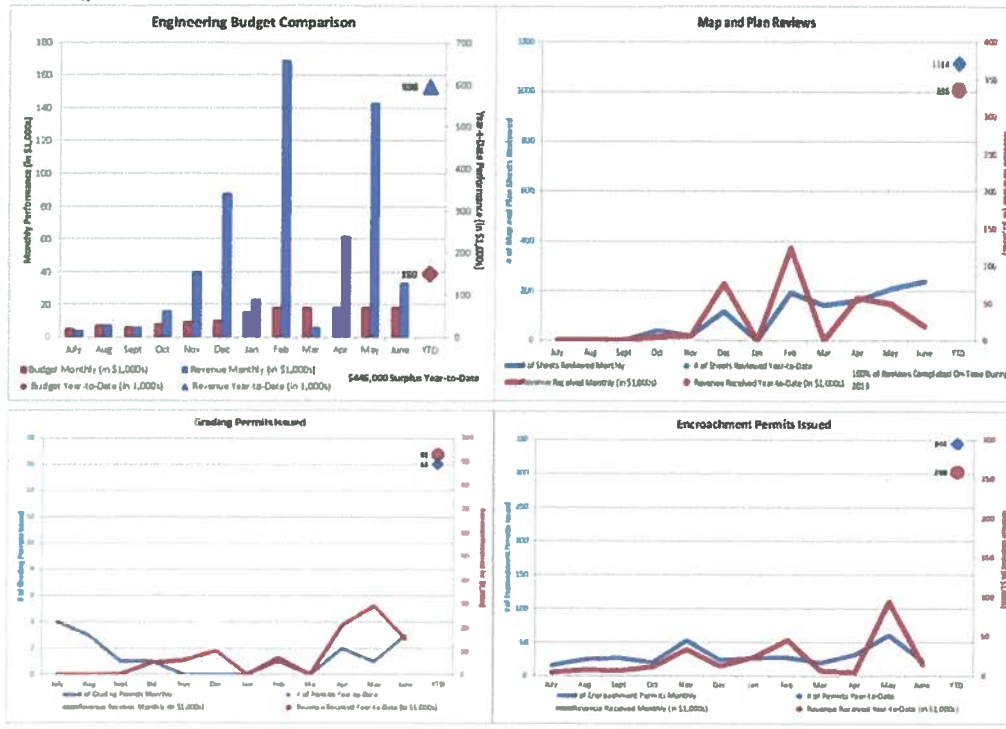
Dry Creek Channel

- \$10 channelization of a major drainage course through City
- Installation of concrete box culvert roughly 40' wide by 12' deep for 0.75 miles upstream of the golf course
- Converted low flow crossing at Lucretia to an enclosed box culvert
- Will reduce flooding and be maintained by Riverside County Flood Control and Water Conservation District



Completion of JCSD Pyrite Sewer (Phase 1) Project

- Installation of new 36-inch gravity feed and 24-inch forcemain sewer along with a water pipe relocation and new lateral sewer connections
- Contractors worked 24-hours a day, 7 days a week to expedite construction
- Implementation of Traffic Management Plan and Sheriff's enforcement significantly reduced level of neighborhood traffic issues and increased usage of the designated traffic routes by many of the 23,000 motorists who use Limonite Avenue every day

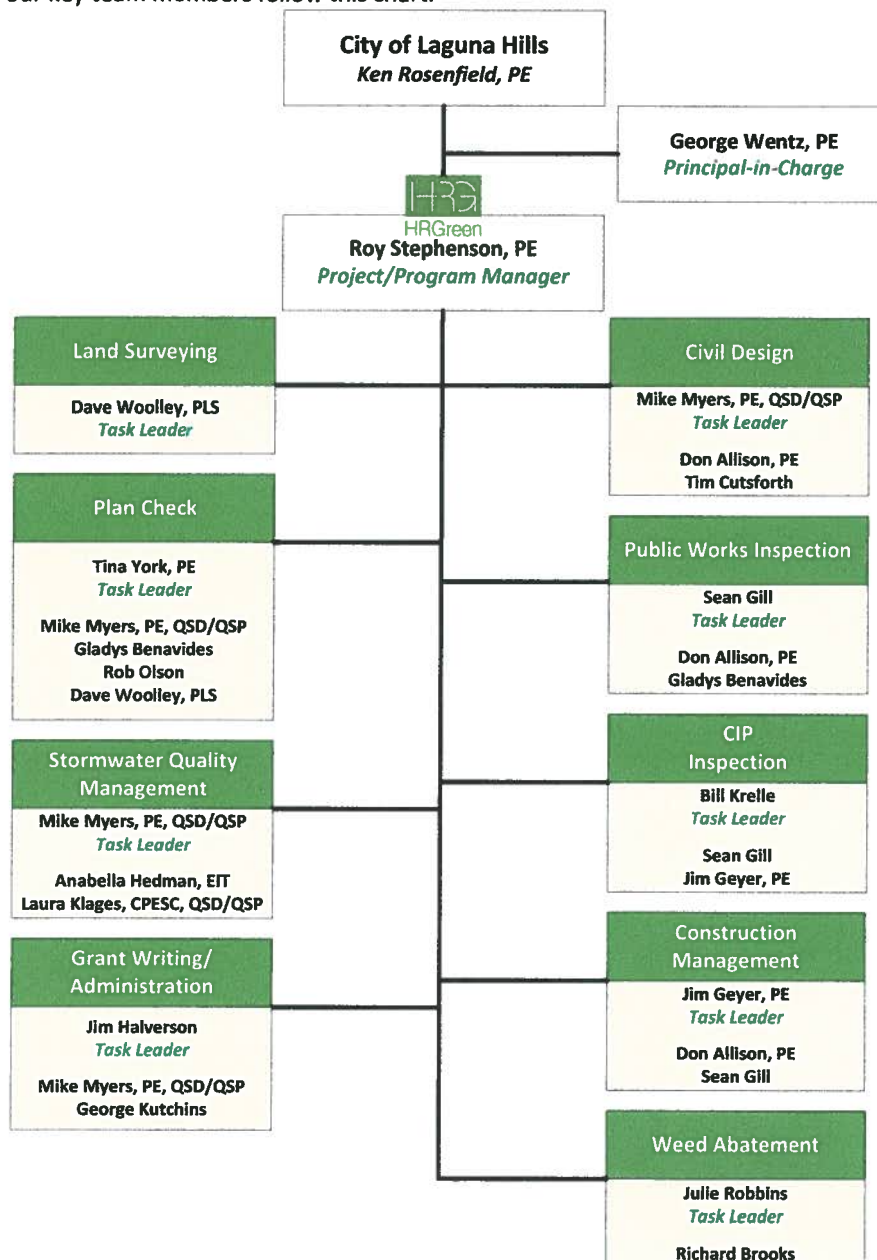




Summary of Key Personnel

The dynamics and challenges associated with successfully implementing City projects require the services of a seasoned team with flexibility, capacity, customer-orientation, continuity, and strong technical competence. Our proposed team members have a long-established track record of providing similar consultant services for agencies including yours.

Our organizational structure, as shown below, maximizes close communication, rapid response, and accountability of our team to your key City staff. We provide you with an accessible and dedicated Project/Program Manager, **Roy Stephenson, PE**, as well as a core group of task leaders to use as your specific project needs arise. Our task leaders will be supported by professionals and technical experts who specialize in municipal consulting and extension of staff assignments. This team will provide the City of Laguna Hills with a **great depth of professional resources** who have direct, applicable experience successfully providing the consultant services you need. Biosketches of our key team members follow this chart.





Summary of Key Personnel

KEY STAFF (includes Task Leaders)	
Name/Responsibility Education/Registration	Highlights
Roy Stephenson, PE <i>Project/Program Manager</i> College Coursework Civil Engineer, CA #20354	40+ years municipal project/program management, including Laguna Hills - City Engineer/Public Works Director – 19 S. CA. cities - Established, prioritized, and managed 20+ CIP Programs - Responsible for procuring \$100+ million in grant funding
George Wentz, PE <i>Principal-in-Charge</i> MPA, BSCE Civil Engineer, CA #43273	35+ years municipal management - City Manager and Public Works Director - Facilitate management of municipal operations - Extensive Orange County city experience, including Laguna Hills
Dave Woolley, PLS <i>Land Surveying Task Leader</i> Land Surveyor, CA #7304	30+ years survey and mapping experience - Land surveying experience, City of Laguna Hills 9 years with County of Orange supervising record of survey, parcel map, and tract map submittals - City Surveyor, City of Long Beach
Tina York, PE <i>Plan Check Task Leader</i> BSCE Civil Engineer, CA #46367	25+ years public works engineering/plan review experience - Plan Check Manager, 20+ agencies (e.g., Laguna Hills and County of Orange) - Review of street and drainage backbone infrastructure for major developments in So. California - Electronic plan check implementation
Mike Myers, PE, QSD/QSP <i>Stormwater & Civil Design Task Leader</i> BSCE Civil Engineer, CA #30702 Certified QSD/QSP, #2036	30+ years road and street design management experience in So. California - Delivered 100+ street, drainage, and wet utilities projects for public agencies in Los Angeles County managing a staff of 15 engineers - Expertise in all aspects of pavement maintenance and rehabilitation/strategies - Prepared design manual for low impact development (LID) streets - Prepared grant applications and managed federally funded projects - Plan/Map check for nearly 15 cities
Jim Halverson <i>Grant Writing/Administration Task Leader</i> M, Urban Planning, BSCE Certified Economic Dev. Finance Professional	25 years capital improvement funding experience - Developed financial strategies and helped leverage approximately \$100 million toward numerous CIP projects involving water/wastewater, stormwater management, transportation, and brownfield/community redevelopment - Extensive grant writing, including those for federally-funded projects
Sean Gill <i>Public Works Inspection Task Leader</i> College Coursework	30+ years construction management, inspection, engineering, and project management experience - Inspection oversight in Orange County (e.g., Laguna Hills, Irvine) - Managed 15 diverse CIP projects within Marina Del Rey, County of Los Angeles - Oversaw weed abatement program, City of Riverside - CPESC/BMP Trained
Bill Krelle <i>CIP Inspection Task Leader</i> BS, Ornamental Horticulture	40+ years inspection experience throughout Orange County - Extensive CIP inspection experience for City of Laguna Hills - Inspection of diverse CIP projects (Rancho Santa Margarita and Yorba Linda)



Summary of Key Personnel

KEY STAFF (includes Task Leaders)

Name/Responsibility Education/Registration	Highlights
Jim Geyer, PE <i>Construction Management Task Leader</i> MSCE, BSCE Civil Engineer, CA #59992	40+ years civil engineering, design/construction management experience 8 years on-site staff augmentation experience/County of Orange and 10 So. California cities - Pavement rehabilitation expertise (design and construction management) - Extensive and diverse design engineering and plan review experience on municipal infrastructure projects
Julie Robbins <i>Weed Abatement Task Leader</i> College Coursework Certified in Peace Officer Standard and Training	25+ years code compliance experience - Code compliance, 10+ agencies - Extensive experience in Orange County - Developed code enforcement education system to train code enforcement officers statewide

 HRGreen Capabilities	Key Personnel										Support Personnel									
	Roy Stephenson, PE	George Wentz, PE	Dave Woolley, PLS	Tina York, PE	Mike Myers, PE, QSD/QSP	Jim Halverson	Sean Gill	Bill Krelle	Jim Geyer, PE	Julie Robbins	Gladys Benavides	Rob Olson	Anabella Hedman, EIT	Laura Klages, CPESC, QSD/QSP	George Kutichins	Don Allison, PE	Tim Cutsforth	Julie Robbins	Richard Brooks	
On-Site Staffing	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	
Laguna Hills Experience	✓	✓	✓	✓			✓	✓						✓						
Orange County Area Experience	✓	✓	✓	✓			✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		✓	✓	
Civil Engineering Design	✓	✓			✓				✓		✓	✓	✓			✓	✓			
Program Management	✓	✓			✓	✓			✓							✓				
Civil Plan Check	✓	✓	✓	✓	✓				✓		✓	✓	✓	✓		✓				
Stormwater Quality Management	✓	✓			✓		✓		✓		✓		✓	✓		✓				
Grant Writing/Administration	✓	✓			✓	✓									✓					
Code Compliance/Weed Abatement	✓	✓					✓			✓								✓	✓	
Construction Management	✓	✓					✓		✓		✓	✓				✓				
Public Works/CIP Inspection	✓	✓		✓			✓	✓	✓		✓	✓	✓	✓		✓	✓			
Land Surveying/Map Check	✓		✓						✓											



References

On-Call Civil Engineering and Management

City of Jurupa Valley

Stephen Harding, City Manager, 951.332.6464

"HR Green was retained to provide **full implementation of City operations**...they provide a wide variety of **Municipal Engineering/Management Services**, including servicing as contract City Engineer, Public Works Director, and Building Official...HR Green has **effective management controls** in place to **control costs** and **provide timely information** regarding project progress. The City has **no hesitation in recommending their services.**"

Stephen Harding, City of Jurupa Valley

On-Call Civil Engineering and Management

City of Placentia

Troy Butzlaff, ICMA-CM, City Administrator, 714.993.8118

"I **wholeheartedly endorse HR Green** to other agencies in need of city engineering, project management and plan check services."

Troy Butzlaff, ICMA-CM, City of Placentia

On-Call Civil Engineering and Management

City of Yorba Linda

Steve Rudometkin, Former City Manager, 714.335.5310

Mark Pulone, City Manager, 714.961.7110

"Members of HR Green have been **instrumental** in helping facilitate the significant growth of the City of Yorba Linda over more than 25 years... Your plan checker's strong **technical aptitude, professionalism, and responsiveness**, including meeting with City staff and developers' engineer to review comments, were key attributes in maintaining our aggressive plan review schedules."

Steve Rudometkin, City of Yorba Linda

On-Call Civil Engineering and Management

City of Rancho Santa Margarita

Carol Gamble, Mayor, 949.635.1800

"I **wholeheartedly endorse HR Green** to other agencies in need of city engineering, project management and plan check services."

Carol Gamble, City of Rancho Santa Margarita

On-Call Traffic Plan Check and Engineering Support

City of Laguna Niguel

Larry Longenecker, AICP, Former Senior Planner, 949.470.3024

"HR Green staff members **consistently deliver** projects and task assignments **within budget and schedule**...I have been very impressed by their traffic engineer's ability to **quickly analyze** various alternatives and distill this analysis into **easily understandable recommendations and well-formulated concepts** for City staff and Council action."

Larry Longenecker, AICP, City of Laguna Niguel

(now Planning & Economic Development Manager at City of Mission Viejo)

Certificate of Non-Discrimination



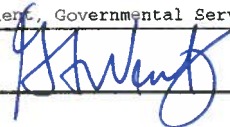
January 8, 2014
Request for Proposal
On-call Civil Engineering and Management Services

**CITY OF LAGUNA HILLS
CERTIFICATE OF NON-DISCRIMINATION**

I hereby certify on behalf of HR Green California, Inc.
(Consultant) that all persons employed by this company are, and shall be treated fairly without regard to race, creed, color, national origin, political affiliation, marital status, sex, age, or disability, and in compliance with all Federal and State laws prohibiting discrimination in employment, including, but not limited to, the Civil Rights Act of 1964, the Unruh Civil Rights Acts, and the Americans with Disabilities Act.

Name: George A. Wentz, PE

Title: Vice-President, Governmental Services

Signature: 

Date: January 31, 2014



Disclosure of Employee Relationships and Financial Interests

January 8, 2014
Request for Proposal
On-call Civil Engineering and Management Services

CITY OF LAGUNA HILLS DISCLOSURE EMPLOYMENT RELATIONSHIPS AND FINANCIAL INTERESTS

NAME OF CONSULTANT: HR Green California, Inc.

DISCLOSURE - EMPLOYMENT RELATIONSHIPS WITH CITY OFFICIALS OR CITY EMPLOYEES:

Council member Randal Bressette provides personal financial management services

to Roy Stephenson.

DISCLOSURE - FINANCIAL INTERESTS OF CITY OFFICIALS OR CITY EMPLOYEES IN THE ENTITY:

None

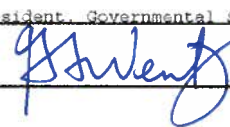
I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct.

Signed this 31st day of January, at Orange

_____, California.

Name: George A. Wentz, PE

Title: Vice-President, Governmental Services

Signature: 



Letter Agreeing to Execute City's Agreement



February 5, 2014

Mr. Ken Rosenfield, PE
Director of Public Services
City of Laguna Hills
24035 El Toro Road
Laguna Hills, CA 92653

Subject: City's Form Professional Services Agreement

Dear Ken,

HR Green California, Inc. is ready and willing to execute the City's form Professional Services Agreement per the attached Sample with the following requested changes for your consideration:

Some wording in Section 1.1 broadens the meaning and raises the expectation of the Standard of Care we offer, possibly negating our errors and omissions coverage. We propose to replace this section in full after "Consultant's services and work shall be performed..." with:

in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. Upon notice to the Consultant and by mutual agreement between the parties, the Consultant will, without additional compensation, correct those services not meeting such a standard.

In Section 1.5 we request replacing the term "warrants" in two places with "represents". Our insurance does not cover guarantees associated with our services.

In Section 1.7 we suggest the second sentence be reworded as follows since "Good faith" could be interpreted to be above our Standard of Care and fiduciary responsibilities:

Both Parties agree to execute all instruments, prepare all documents, and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. The Consultant will do so with the Professional Standard of Care noted in section 1.1.

In Section 5.1 we request deleting "which may arise for or in connection with the" (fourth line) and replace with "caused by". The language change requested is consistent with the new endorsements being used by insurance companies.

We look forward to helping the City provide high quality, responsive, and supportive customer service.

Very truly yours,

George A. Wentz, PE
Vice-President, Governmental Services



Phone: 714.287.2275 Fax: 714.333.1886
1100 Town & Country Road, Suite 1025, Orange, CA 92868
E-Mail: gwentz@hrgreen.com





February 5, 2014

Mr. Ken Rosenfield, PE
Director of Public Services
City of Laguna Hills
24035 El Toro Road
Laguna Hills, CA 92653

**Subject: Consultant Fees and Hourly Rates: On-Call Civil Engineering and Management Services
Delivering "Best in Class" Services: *Quality, Responsiveness, Reliability, Stewardship***

Dear Ken,

HR Green California, Inc. has included two cost options on the following page for your consideration:

- Option 1: Hourly Rate Schedule by Staff Classification
- Option 2: Percent of Plan Check Fee

Our rates are negotiable with the City based upon specific scope and services requested.

We look forward to helping the City provide high quality, responsive, and supportive customer service.

Very truly yours,

A handwritten signature in blue ink, appearing to read 'G. Wentz', with a stylized flourish at the end.

George A. Wentz, PE
Principal-in-Charge

Phone: 714.287.2275 Fax: 714.333.1886

1100 Town & Country Road, Suite 1025, Orange, CA 92868

E-Mail: gwentz@hrgreen.com



Consultant Fees and Hourly Rates

Option 1: Hourly Rate Schedule

<u>Personnel Classification</u>	<u>Hourly Rate Range</u>	<u>Prevailing Wage</u>
Principal-in-Charge	\$230	
Project Manager	\$185	
Civil Plan Checker/Civil Engineer	\$110 - 150	
CAD Designer/Technician	\$85 - 120	
Stormwater Quality Compliance Manager	\$110 - 150	
Land Surveyor	\$180 - 190	
Survey Crew (2 person)	\$275	\$345
Construction Manager	\$135 - 150	
Public Works/CIP Construction Inspector	\$90 - 110	\$125 - \$145
Code Compliance Technician (Weed Abatement)	\$75 - 90	
Management Analyst (Grant Writing)	\$105 - 135	
Clerical	\$50 - 75	

Professional Reimbursement:

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 1-1/2 times salary, as per state and Federal wage and hour laws. Billing rates will be calculated accordingly for overtime hours.

Prevailing Wages:

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 1-1/2 times that shown above. Sunday and State Holidays will be billed at 1-3/4 times that shown above.

The rates provided are based on the prevailing wage determination at the time of the proposal. In years marked with a double asterisk (**) by the Department of Industrial Relations, the rates will be adjusted on the effective dates established by the State and pursuant to the pre-determined escalation rates.

Direct Expenses:

Reimbursement for direct expenses, as listed below, incurred in connection with the work, will be at cost plus ten (10) percent for items such as:

- Maps, photographs, reproductions, printing, equipment rental and special supplies related to the work.
- Consultants, soils engineers, surveyors, contractors, and other outside services.
- Rented vehicles, local public transportation and taxis, travel and subsistence.
- Specific telecommunications and delivery charges.
- Special fees, insurance, permits, and licenses applicable to the work.
- Outside computer processing, computation, and proprietary programs purchased for the work.

Reimbursement for vehicles used in connection with the work will be at the current IRS per mile rate.

The foregoing Schedule of Charges is incorporated into the agreement for the services provided, effective July 1, 2014 through June 30, 2016 and may be adjusted thereafter.

Option 2: Percent of Plan Check Fee

HR Green is prepared to negotiate with the City a percentage of fees collected for plan check work for the City.

**PROFESSIONAL SERVICES AGREEMENT
WILLDAN ENGINEERING
(On-Call Civil Engineering and Management Services)**

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter "Agreement") is made and entered into, to be effective this 1st day of July 2014, 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 WILLDAN ENGINEERING, 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 on-call civil engineering consulting services, including but not limited to, public works inspection, construction management, land surveying, plan check services, stormwater quality management and field inspection, civil engineering design services, capital improvement project delivery, project management, and general municipal engineering services (the "Project").

B. Consultant has submitted to City a proposal, dated February 5, 2014, to provide professional on-call civil engineering consulting services to City for the Project pursuant to the terms of this Agreement.

C. Consultant is qualified by virtue of its experience, training, education, reputation, and expertise to provide these services and has agreed to provide such services as provided herein.

D. City desires to retain Consultant to provide such professional services.

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

AGREEMENT

1. SERVICES OF CONSULTANT

1.1 Scope of Services and Standard of Performance. In compliance with all terms and conditions of this Agreement, Consultant agrees to provide and perform the professional civil engineering services for the Project as set forth in the Proposal/Scope of Work, dated February 5, 2014, which is attached hereto as Exhibit "A" and is incorporated herein by reference (hereinafter referred to as 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 Service 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 and subcontractors providing services under this Agreement shall have sufficient skill and experience to perform the Services and Work assigned to them. All Services and Work shall be completed to the reasonable satisfaction of the City.

1.2 Contract Documents. The Agreement between the Parties shall consist of the following: (1) this Agreement; and, (2) the Consultant's signed, original February 5, 2014, proposal submitted to the City ("Consultant's Proposal"), which shall all be referred to collectively hereinafter as the "Contract Documents." The Consultant's Proposal, attached hereto as Exhibit "A," is hereby incorporated by reference and is made a part of this Agreement. All provisions of the Contract Documents shall be binding on the Parties. Should any conflict or inconsistency exist in the Contract Documents, the conflict or inconsistency shall be resolved by applying the provisions in the highest priority document, which shall be determined in the following order of priority: (1st) the terms 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 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.

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

of the Work and Services required by this Agreement, and shall defend, indemnify, and hold the City, its elected and appointed 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 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 warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of any Services hereunder. Should the Consultant discover any latent or unknown conditions that will materially affect the performance of the Services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the City.

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

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

1.8 Additional Services. City shall have the right at any time during the performance of the Services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Work 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 Work or reasonably contemplated therein, regardless of whether the time or materials required to complete any work or service identified in the Scope of Work exceeds any time or material amounts or estimates provided therein.

2. COMPENSATION

2.1 Maximum Contract Amount. For the Services rendered pursuant to this Agreement, Consultant shall be compensated by City in accordance with the Schedule of

Compensation/Fees, which is attached hereto as Exhibit "A" and is incorporated herein by reference. The total maximum contract amount shall not exceed Seven Hundred Fifty Thousand Dollars (\$750,000), which sum shall not exceed One Hundred Fifty Thousand Dollars (\$150,000) per Fiscal Year during the term of this Agreement (hereinafter referred to as the "Maximum Contract Amount").

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 manager, 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 CPI Adjustment of Hourly Rates/Billing Rate Schedule. The Schedule of Compensation/Fees (Exhibit "A"), also referred to herein as Consultant's hourly rates or billing rate schedule, shall remain fixed and unchanged for the first two years of the term of this Agreement (i.e., from July 1, 2014 through June 30, 2016). Thereafter, Consultant may submit a request to adjust its hourly rates once per year during the remainder of the contract term. However, approval of any request to adjust Consultant's hourly rates shall be made at the sole discretion of the City Manager and is subject to the City's approved budget. Such fee adjustment(s), if any, shall not exceed the value of the change of 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 fee adjustment 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 Work or 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 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 (Exhibit "A").

3.2 Schedule of Performance. Consultant shall commence the Services pursuant to this Agreement upon receipt of a written notice to proceed on each task order 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, but such extensions shall not exceed one hundred eighty (180) days cumulatively; 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, 2014 and ending on June 30, 2019.

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

4. COORDINATION OF WORK

4.1 **Representative of Consultant.** The following principal of Consultant is hereby designated as being the principal and representative of Consultant authorized to act in its behalf with respect to the Services to be performed under this Agreement and make all decisions in connection therewith: **Kenneth C. Taylor P.E., Director of Engineering Services.** 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 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. 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 officers, employees, or agents 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 an office or any other type of fixed business location at City's offices. City shall have no voice in the selection, discharge, supervision, or control of Consultant's employees, servants, 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 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 any performance 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 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 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, servants, representatives, subcontractors, or agents, Consultant shall indemnify City for all such financial obligations.

5. INSURANCE

5.1 Types of Insurance. Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, the insurance described herein for the duration of this Agreement, including any extension thereof, or as otherwise specified herein, against claims which may arise from or in connection with the performance of the Work hereunder by Consultant, its agents, representatives, or employees. Insurance required herein shall be provided by an authorized insurance company and admitted in the State of California and having a minimum A.M. Best's Guide Rating of A-, Class VII or better, unless such requirements are waived in writing by the City Manager or his designee due to unique circumstances. In the event the City Manager 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 Manager or his designee. Consultant shall immediately substitute any insurer whose A.M. Best rating drops below the levels specified herein. Except as otherwise authorized below for professional liability (errors and omissions) insurance, all insurance provided pursuant to this Agreement shall be on an occurrence basis. The minimum amount of insurance required hereunder shall be as follows:

A. Errors and Omissions Insurance. Consultant shall obtain and maintain in full force and effect throughout the term of this Agreement, professional liability (errors and omissions) insurance coverage in an amount of not less than two million dollars (\$2,000,000.00) per claim or occurrence, in accordance with the provisions of this section.

(1) Consultant shall either: (a) certify in writing to the City that Consultant is unaware of any professional liability claims made against Consultant and is unaware of any facts which may lead to such a claim against Consultant; or (b) if Consultant does not provide the certification pursuant to (a), Consultant may be required by City to procure from the professional liability insurer an endorsement providing that the required limits of the policy shall apply separately to claims arising from errors and omissions in the rendition of services pursuant to this Agreement.

(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 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 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 Manager.

(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 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 Services under the terms of this Agreement.

B. Workers' Compensation Insurance. Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, 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 subrogation rights under its workers' compensation insurance policy against the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

C. Commercial General Liability Insurance. Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of comprehensive general liability insurance 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.

(1) The commercial general liability policy shall name the City of Laguna Hills as an additional insured in accordance with standard ISO additional insured endorsement form CG2010(1185) or equivalent language.

(2) Consultant either: (a) shall certify in writing to the City that Consultant is unaware of any liability claims made against Consultant, and is unaware of any facts which may lead to such a claim against Consultant; or (b) if Consultant does not provide the certification pursuant to (a), Consultant may be required by City to procure from the commercial general liability insurer an endorsement providing that the required limits of the policy shall apply separately to occurrences during the rendition of services pursuant to this Agreement.

D. Business Automobile Insurance. Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of business automobile liability insurance written on a per occurrence basis with a single limit liability in the amount of one million dollars (\$1,000,000.00) bodily injury and property damage. The policy shall include coverage for owned, non-owned, leased, and hired cars.

E. Employer Liability Insurance. Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of employer liability insurance written on a per occurrence basis with a policy limit of at least one million dollars (\$1,000,000.00) per accident for bodily injury or disease.

5.2 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City Manager prior to commencing any work or services under this Agreement. Consultant guarantees payment of all deductibles and self-insured retentions. City reserves the right to reject deductibles or self-insured retentions in excess of \$10,000, and the City Manager may require evidence of pending claims and claims history as well as evidence of Consultant's ability to pay claims for all deductible amounts and self-insured retentions proposed in excess of \$10,000.

5.3 Other Insurance Requirements. The following provisions shall apply to the insurance policies required of Consultant pursuant to this Agreement:

5.3.1. The required commercial general and business automobile liability policies shall be endorsed to state that City and its officers, council members, officials, employees, agents, and volunteers shall be covered as additional insureds with respect to liability arising out of all work or services performed by Consultant pursuant to this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to additional insureds. Additional insured

endorsements are not required for the professional liability and workers' compensation policies.

- 5.3.2 For any claims related to this Agreement, Consultant's coverage shall be primary insurance as respects City and its officers, council members, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City and its officers, council members, officials, employees, agents, and volunteers shall be in excess of Consultant's insurance and shall not contribute with it. The insurer shall waive all rights of subrogation and contribution it may have against the City, its officers, council members, officials, employees, agents, and volunteers, and their respective insurers.
- 5.3.3 Any failure by Consultant to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to City and its officers, council members, officials, employees, agents, and volunteers.
- 5.3.4 Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or modified by either Party, 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 in this subsection, 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.
- 5.3.5 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.
- 5.3.6 None of the insurance coverages required herein will be in compliance with these requirements 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 Manager and approved in writing.
- 5.3.7 The required insurance endorsements shall not contain any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the endorsements. 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.

- 5.3.8 Consultant agrees to ensure that subcontractors, if any, and any other parties involved with the Project who are brought onto or involved in the Project by 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.
- 5.3.9 Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any insurance requirement in no way imposes any additional obligations on the City nor does it waive any rights hereunder in this or any other regard.
- 5.3.10 Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. Endorsements as required in this Agreement applicable to the renewing or new coverage shall be provided to City no later than ten (10) days prior to expiration of the lapsing coverage.
- 5.3.11 Requirements of specific insurance coverage features or limits contained in this section are not intended as limitations on coverage, limits, or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.
- 5.3.12 The requirements in this section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this section.
- 5.3.13 Consultant agrees to provide immediate notice to City of any claim or loss against Consultant arising out of the Work performed under this Agreement and for any other claim or loss which may reduce the insurance available to pay claims arising out of this Agreement.
- 5.3.14 Consultant agrees that the provisions of this section shall not be construed as limiting in any way the extent to which the Consultant may be held responsible for the payment of damages resulting from the Consultant's activities or the activities of any person or person for which the Consultant is otherwise responsible.
- 5.4 **Verification of Coverage.** Consultant shall furnish City original certificates of

insurance and endorsements, including additional insured endorsements, in a form acceptable to the City, affecting all of the coverages required by this section. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Consultant shall provide to City all certificates and endorsements required by this section before commencing any work on the Project. Consultant shall furnish, at City's request, copies of actual policies including all declaration pages, endorsements, exclusions and any other policy documents City requires to verify coverage.

6. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall indemnify, defend (at Consultant's sole cost and expense), protect and hold harmless City and its officers, council members, officials, employees, agents and volunteers and all other public agencies whose approval of the Project is required, (individually "Indemnified Party"; collectively "Indemnified Parties") against any and all liabilities, claims, judgments, arbitration awards, settlements, costs, demands, orders, and penalties (collectively "Claims"), including but not limited to Claims arising from injuries or death of persons (Consultant's employees included) and damage to property, which Claims arise out of, pertain to, or are related to the negligent acts or omissions, recklessness, or willful misconduct of Consultant, its agents, employees, or subcontractors, or arise from Consultant's failure to perform any term, provision, covenant, or condition of this Agreement ("Indemnified Claims"). Such obligation to defend, hold harmless, and indemnify any of the Indemnified Parties shall not apply to the extent that such Claims are caused by the sole negligence, active negligence, or willful misconduct of such Indemnified Parties.

Consultant shall reimburse the Indemnified Parties for any reasonable expenditures, including reasonable attorneys' fees, expert fees, litigation costs, and expenses that each Indemnified Party may incur by reason of Indemnified Claims. Upon request by an Indemnified Party, Consultant shall defend with legal counsel reasonably acceptable to the Indemnified Party all Claims against the Indemnified Party that may arise out of, pertain to, or relate to Indemnified Claims, whether or not Consultant is named as a party to the Claim proceeding. The determination whether a Claim "may arise out of, pertain to, or relate to Indemnified Claims" shall be based on the allegations made in the Claim and the facts known or subsequently discovered by the Parties. Consultant's indemnification obligation hereunder shall survive the expiration or earlier termination of this Agreement until all actions against the Indemnified Parties for such matters indemnified hereunder are fully and finally barred by the applicable statute of limitations or, if an action is timely filed, until such action is final.

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, 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. Any use of such completed documents for other projects and/or use of incomplete documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant, and the City shall indemnify the Consultant for all damages resulting therefrom. 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 its 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, the Consultant 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 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 his designee, determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, he 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 Attorney 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 attorney 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 warrants that is 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, religion, color, sex, 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, religion, color, sex, 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 permissible under 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 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. Any notice, request, demand, direction, or other communication sent by facsimile must be confirmed within forty-eight (48) hours by letter mailed or delivered. Other forms of electronic transmission such as e-mails, text messages, instant messages are not acceptable manners of notice required hereunder. 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: Willdan Engineering
Attention: Kenneth C. Taylor, P.E., Director of Engineering
2401 East Katella Avenue, Suite 450
Anaheim, CA 92806-5982
Telephone: (714) 978-8200
Facsimile: (714) 978-8299

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. Except as may be expressly provided for herein,

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 is executing this Agreement is duly authorized and existing, (ii) he is duly authorized to execute and deliver this Agreement on behalf of the Party for which he is signing, (iii) by so executing this Agreement, the Party for which he 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 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”), which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. 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 elected officials, officers, employees, and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. The foregoing indemnity shall survive termination of 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

BRUCE E. CHANNING,
City Manager

ATTEST:

(SEAL)
PEGGY JOHNS,
City Clerk

APPROVED AS TO FORM:

GREGORY E. SIMONIAN,
City Attorney

"CONSULTANT"
WILLDAN ENGINEERING, a
California corporation

By: 

DANIEL CHOW, P.E., President

By: 

KATE NGUYEN, Secretary

EXHIBIT “A”

**FEBRUARY 5, 2014 PROPOSAL/ SCOPE OF WORK
INCLUDING,
SCHEDULE OF COMPENSATION/FEES**

February 5, 2014

Mr. Kenneth H. Rosenfield, PE
Director of Public Services
City of Laguna Hills
2435 El Toro Road
Laguna Hills, CA 92653

Subject: Proposal for On-Call Civil Engineering and Management Services

Dear Mr. Rosenfield:

Willdan Engineering (Willdan), a California corporation, has the resources, staff, and experience to provide the City of Laguna Hills with On-Call Civil Engineering and Management Services. Our team of professional NPDES specialists and inspectors, development reviewers, Land Surveyor and design team are experienced and committed to providing quality service to the City. Our firm is qualified to provide these services because:

- **Expertise** – Willdan has provided numerous agencies in southern California with NPDES permitting services including the cities of La Mirada, Rosemead, La Canada Flintridge, Paramount and Westlake Village. We have provided engineering plan check services in Lake Forest, Yorba Linda and the County of Orange, including Water Quality Management Plans and Storm Water Pollution Prevention Plans. We have completed hundreds of design projects in Orange County and we are currently serving the County of Orange on three separate on call contract including Public Works and Parks Departments.
- **Technical Competence** – Willdan will provide the City of Laguna Hills with a highly qualified team of inspectors that will provide the City with a complete project file for each of the businesses and Homeowners Associations that we are asked to inspect. All our construction inspectors have a minimum of 20 years experience.
- **Funding Program Experience** Willdan staff has extensive experience in the planning, design, inspection, and administration of projects under various federal, state, and local programs, including Community Development Block Grant (CDBG), Transportation Enhancement Act (TEA), Measure M, State and Local Transportation Partnership Program (SLTPP), Office of Traffic Safety (OTS), Hazard Elimination Safety (HES), and the Foothill Transportation Corridor Phasing Plan (FCPP).
- **Staffing Capability** – Willdan will perform 100% of the services on this contract. Willdan has a staff in excess of 200 professionals in the Southern California area who can be drawn upon for project support.
- **Past Performance Record** – Willdan's staff have a proven track record of providing timely and quality plan review, engineering and construction inspection services. The best proof of this is the selection by our clients for additional projects. We would encourage the City of Laguna Hills to contact the references we have provided in our proposal.

Willdan Engineering (Willdan) has reviewed the Professional Services Agreement and shall meet these requirements upon selection.

If there are any questions regarding our submittal, please contact Mr. Kenneth C. Taylor, by telephone at (714) 978-8206 or by email at ktaylor@willdan.com.

Respectfully submitted,

Willdan Engineering


Kenneth C. Taylor, PE
Director of Engineering Services

Firm Profile and Qualifications

Willdan Engineering

Founded in 1964 with the specific intent of providing municipal consulting services, Willdan Engineering (Willdan), a California corporation, is a subsidiary of Willdan Group, Inc. (WGI), a publicly-traded Delaware corporation. Willdan is a full-service, multi-disciplinary corporation based in Anaheim, with satellite offices throughout California and the Southwest and specializes in consulting engineering and planning services for governmental agencies. We have supported the implementation of community visions through planning, engineering, construction management, building and safety, and staff augmentation for nearly 50 years. Today, Willdan's staff of professional and technical experts includes specialists in:

- Municipal Engineering and Management
- Highway and Freeway Engineering
- Building and Safety Services
- Environmental Planning
- Geotechnical/Geological Engineering
- Assessment Engineering
- Computer Aided Analysis and Design
- Traffic and Transportation
- Water and Wastewater
- Urban and Regional Planning
- Drainage and Flood Control
- Structural Engineering
- Surveying
- Landscape Architecture

Relevant Project Experience

The following projects are an excerpt of a much longer list of directly related project experience performed by the proposed project team, limited to the most recent endeavors. The proposed Willdan project team has worked together on dozens of projects that are very similar in size and scope to the requested project.

NPDES Inspection Experience

Willdan currently provides NPDES services to Municipal agencies throughout the State of California. The services range from attendance at watershed NPDES Meetings, to plan review to confirm that the appropriate BMPs have been designed for the potential pollutants the project will discharge and inspection of projects BMP installations to ensure that they are installed per design plans and are ready for operation as the project comes on line.

In addition, Willdan is the NPDES Coordinator for numerous cities in Southern California. As such, we represent the City at all co-permittee meetings, report to the City Manager and the City Council to keep them abreast of required actions by the City and potential fiscal impacts. Responsibilities include preparation of the Annual Report, review of development projects for compliance with NPDES requirements, inspection of projects for compliance with SWPPP and WVECP required by Local Ordinance and State Regulation.

Clients in which Willdan has performed NPDES services include:

- County of Orange
- City of Big Bear Lake
- City of Bradbury
- City of Calimesa
- City of Hawaiian Gardens
- City of La Canada Flintridge
- City of La Mirada
- City of Paramount
- City of Rolling Hills Estates
- City of Rosemead
- City of San Marino
- City of Santa Fe Springs

NPDES Management Experience

Los Alamitos Program Effectiveness Assessment (PEA)

Willdan has assisted the City of Los Alamitos, by prepared the annual PEA report for City from 2006 through 2010. The PEA report documents the City's efforts to protect and improve surface water quality through the implementation of programs, activities, and structural controls which are designed to minimize pollutants in stormwater runoff. The report also documents compliance with the requirements of the municipal separate storm sewer system (MS4) permit that Orange County is subject to (issued by the Santa Ana Regional Water Quality Control Board) and was submitted annually to the County of Orange for reporting to the Regional Water Quality Control Board.

Plan Review Experience

Engineering Plan Review Services – City of Lake Forest

For many years Willdan provided engineering plan check for various land development projects, involving street and storm drain improvements, flood control, hydrology/hydraulic reports (compliance with the applicable DAMP), traffic signal, signing and striping, traffic control plans, subdivision map and legal description documents, reviewed FEMA studies, water quality management plans (WQMP's), storm water pollution prevention plans (SWPPP's), and landscape improvement plans. We reviewed engineer's estimates for construction of proposed improvements for bonding use.

Engineering Plan Review – County of Orange

Willdan was responsible for checking improvement plans for the County Development Services, Building and Safety and Special Services Departments, including street and storm drain plans, including the associated hydrology and hydraulic calculation reports, and reviewing Water Quality Management Plans (WQMP) for conformance with the National Pollutant Discharge Elimination System (NPDES) permit for Orange County's Drainage Area Management Plan (DAMP). We are currently providing plan review services to OC Planning assisting in the review of the Rancho Mission Viejo Development, Planning Areas 1 and 2.

Engineering Plan Review – City of Brea

Willdan provides engineering plan check for public works projects and land development projects such as grading plans, street and storm drain improvement plans, flood control, hydrology/hydraulic reports, retention basin analysis, water quality management plans, storm water pollution prevention plans, and landscape improvement plans. Willdan participates in the review of environmental document reviews and technical appendices for drainage and grading of future projects. We review engineer's estimates for construction of proposed improvements for bonding purposes.

Engineering Plan Review – City of Yorba Linda

Willdan provides engineering plan check for various land development projects. We review rough grading, street and storm drain, water and sewer improvement plans, hydrology/hydraulic reports, retention basin analysis, water quality management plans, storm water pollution prevention plans, and landscape improvement plans. We review engineer's estimates for construction of proposed improvements for bonding purposes.

Design Experience

Fairhaven Storm Drain Improvement Project Phase 1 – County of Orange

This project for the County of Orange involved the extension of the 54" Prospect Storm Drain (Facility No. F12P11) to minimize flooding at Laurinda Lane and Fairhaven Ave. The extension generally consisted of approximately 695 linear feet of reinforced concrete pipe varying from 18" to 48" in diameter, 8 linear feet of 2.5-foot by 2.5-foot reinforced concrete box, transition structures, junction structures, and inlets. Willdan prepared a drainage report that analyzed the tributary area for the storm drain system and accounted for future extensions based on the County and City of Orange's Master Plan of Drainage. Hydraulic calculations included street flow calculations to determine flooded widths, inlet sizing calculations, and hydraulic calculations to determine efficient functioning of the mainline, inlets, and connector pipes. Willdan prepared the project plans and construction documents and assisted the County during construction.

Orange Park Boulevard Bridge Project – County of Orange

Willdan evaluated four design alternatives for the proposed bridge replacement and prepared a Type Selection Report. The alternatives consisted of a slab bridge, voided slab bridge, precast girder, and an arched bridge. The proposed bridge will be designed to convey the high confidence Q100 regional storm flow of 3500 cubic feet per second (cfs) as determined by Orange County Flood Control's report dated January 1987 (E08S06-2). The analysis incorporated a combined equestrian and pedestrian path adjacent to the roadway over Handy Creek and accommodates existing utility (water and gas) crossings. Separation of equestrian and vehicular traffic was maintained with a protective barrier. The Type Selection Report included alternative analysis of each bridge type, hydraulic calculations, geotechnical considerations, construction method considerations, environmental considerations, accommodations for future widening, and construction costs.

Sanitation District Facility ADA Access Compliance – County of Orange

Willdan evaluated and designed ADA compliant access locations for pedestrian walkway adjacent to existing building, parking lot, and walkway. This project requires the need for on-site evaluation of existing walkway access condition and improvement design in making them accessible to the disabled individuals accessing the site.

Proper reference of the applicable local City standards and plan preparation in accordance with the District preparation guideline are the critical factors of success for this project.

Lincoln Avenue Bridge Widening – County of Orange

Willdan teamed with McLean & Shultz as part of this on-call contract with the County of Orange Public Works to widen the Lincoln Avenue Bridge over the Santa Ana River. Willdan provided the HEC RAS hydraulic analysis of the Santa Ana River at Lincoln Avenue to model the existing and proposed channel conditions. The channel improvement plans included channel slope restoration sections to depict the improvements within the limits of the bridge abutment extensions and plan and profile plans for the modification of the bike trail and underpass and maintenance access road located at the westerly bridge abutment to provide the appropriate vertical clearances below the soffit of the widened bridge.

Recreation Center Expansion – City of Fountain Valley

This project included the redesign of planned improvements design by another firm to expand the existing Recreation Park. The previous design was bid by the City, but the resulting bids were beyond the City's budgetary means. Willdan, along with our subconsultant Alexander + Hibbs Architects, was hired by the City of Fountain Valley to help redesign and scale back the project improvements to meet the City's budget limitations. The work effort included design and construction management services for the rough and mass grade the site for constructing new roadways, parking lots, and pedestrian walkways; sports facilities and amenities for public use including: landscaping, irrigation, playing fields, stadium amenities, jogging paths, a maintenance building and materials storage yard, and park and safety lighting. The project amenities are spread over 78 acres within the Mile Square Park area.

Willdan also updated the associated Hydrology and Hydraulic Calculation Report and prepared a complete Storm Water Pollution Prevention Plan that was implemented and maintained by the contractor during the various construction phases. Willdan's design team provided construction support and construction staking services throughout construction and our construction management team provided construction management, program management, inspection, and materials testing.

Serrano Slope Restoration Project – City of Lake Forest

Willdan designed a retaining wall as an extension to the existing retaining wall on Lake Forest Drive, east of Serrano Road and designed the slope repair and accompanying technical specifications, quantities, and cost estimate. The scope of work included preparing a topographical survey map and a layout for approximate locations of construction areas and site control; the review of field conditions and preparation of a report presenting the findings, conclusions and recommendations.

Willdan provided retaining wall design parameters and earthwork details and specifications for the reconstruction of the slope. Willdan also prepared a site/grading plan for the slope area of work, a typical section, the design of the retaining wall based on SPPWC standard plans. Finally, Willdan prepared specifications, quantities, and a cost estimate for the bidding process.

Placentia Metro-Link Station, Placentia, CA – Orange County Transportation Authority

Willdan was hired by the Orange County Transportation Authority to prepare plans, specifications, and estimates for a new Metrolink commuter rail station. The project site is approximately 4.75 acres. The Metrolink station project includes street improvements, railroad track improvements, pedestrian improvements, new rail platforms, and parking facilities. The following services were provided by the Willdan team:

- Project management/Utility Coordination
- Roadway, grading and drainage/storm water quality (SWPPP& WQMP)
- Signage and pavement delineation
- Lighting and electrical
- Platform design
- Landscape planting and irrigation design
- Traffic signal design
- Traffic handling and detours
- Permitting
- Demolition plans

Willdan managed eight subconsultants who provided the following services: architecture, traffic circulation: project controls/cost estimating, right-of-way, public relations, value engineering, electrical engineering, railroad signals. Budget was increased due to the client requesting additional scope to include a water well.

Scope of Work

Construction Management Services

Our services will focus on coordination, review, tracking, reporting, and performing field inspections to ensure the quality of the work is in compliance with the contract documents. Willdan's team will proactively assist the efforts of the general contractor in constructing the project and maintain open channels of communication with Willdan's design team, the City's design consultant(s), and the City's representative(s) to technically support the construction effort to achieve a successful project completion.

We will review and monitor the work as it is constructed and all supporting documentation which establishes the technical adequacy of the construction, the timely schedule of implementation, and the cost of implementation. Willdan's team will track the progress and quality of construction and will log and process submittals, requests for information, requests for changes, and contract change orders, and reviews and resolution of all technical data and issues. We will provide the Tribe's representative(s) with weekly and monthly reports. The weekly reports will provide a synopsis of the contractor's progress to date, possible schedule issues, and information about potential claims, submittal and request for information status, and other appurtenant information. The monthly report will provide the same information as the weekly report plus additional information concerning the overall financial status of the project for items such as, change orders, construction management cost, construction cost to date, potential cost overruns or savings, material testing data, and a detailed schedule analysis.

Public Works Inspection Services

Willdan will provide one Public Works Inspector with a minimum of 15 years of experience in 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.

Capital Improvement Project Inspection Services

Willdan has performed construction inspection services for a multitude of cities. In this capacity, the firm has in-depth experience in implementing public works construction projects. Contract administration and enforcement, and negotiations of disputes are naturally a few of the primary functions of a contract city engineer and the supporting inspectors. Our resident engineers, contract administrators, and inspectors work with city engineering officials on a routine basis and are keenly aware of the needs and expectations of engineering officials in the public sector. For example, federal compliance is involved in about 20 percent of the projects undertaken by our staff, and under the direction of our federal compliance specialists, they have learned the precise requirements and their responsibilities in this area.

Our expertise covers the full range of local agency contracts, including major storm drain boxes and bridges, and mass grading, and extends to bridge contracts including major retrofit work. We are extremely experienced in roadway contracts, including widenings, all forms of overlays and over 120 asphalt-rubber hot mix (ARHM) projects. Our list of previous project experience and resumes of proposed personnel will provide a good overview of our capabilities.

Inspectors for Willdan closely monitor public works projects to ensure compliance with all contract requirements. Most of our inspectors have American Construction Inspectors Association (ACIA) certification as construction inspectors and attend regular seminars, college courses, and in-house presentations to keep abreast of current construction technologies. Willdan's inspectors have knowledge of basic soil dynamics and are highly cognizant of the crucial role of soils compaction in construction. They are also familiar with the needs for general material testing for asphalt and concrete.

Our inspectors know the importance of maintaining good relations with residents and businesses affected by the project. They are always encouraged to be courteous and helpful and to communicate, as necessary, to satisfy local concerns. Our inspectors are coached by their supervisors to routinely look for potential site safety problems, uncover potential construction claims, and provide claims avoidance procedures. This includes checking ahead for utility interferences, unsuitable materials, and other unforeseen site conditions. We also encourage our inspectors to closely monitor traffic control to conform to the latest editions of the Work Area Traffic Control Handbook (WATCH) Manual and California State Manual of Traffic Controls. Willdan's inspectors receive special in-house training from our traffic professionals on traffic control safety. They are expected

to ensure that safety concerns are expeditiously addressed, in the same manner in which they are expected to monitor overall site safety.

Weed Abatement Services

The services to be provided shall consist of the furnishing, within 24 hours of notification, qualified personnel for the reviewing, processing, and closing of Code Enforcement cases related to weed abatement within the City.

These services may involve review of case files, inspection of properties, filing notices and complaints against violators, documenting, and preparing violation cases for weed abatement.

Code Enforcement Officers furnished by Willdan will be responsible for, but not limited to the following:

- Reviews and studies local codes and ordinances related to weed abatement.
- Investigates violations of the laws, ordinances and statutes related to weed abatement, filing complaints against violators.
- Performs field surveys and investigates complaints of overgrown vegetation and lack of proper clearance of vegetation. Recognizes the need for, and requires appropriate remedial action/s to correct said violations.
- Performs and documents inspections to determine the validity of the complaints, and to identify conformance to the applicable codes and ordinances.
- Takes photographs and necessary measurements and gathers pertinent facts from the parties involved.
- Prepares and issues Notice of Violation, Letters of Non-Compliance and when necessary, weed abatement procedures.
- Requests title searches, to ensure that responsible parties have been properly notified of legal requirements.
- Communicates effectively to resolve issues with property and business owners; persuades uncooperative individuals to comply with ordinances, and seeks to gain voluntary compliance.
- Maintains records of inspections and enforcement of efforts; researches and compiles data for each case; prepares required documentation for abatement actions; performs follow-up actions as needed to gain compliance.
- Confers with related agencies and the Orange County Fire Authority on disposition of complaints and code violations.

Land Surveying Services

Willdan's survey and mapping services are provided to numerous cities and counties through teaming arrangements with local surveyors. These services include design survey and construction staking, monument restoration, boundary survey, right-of-way engineering, and ensuring maps and documents are drawn to the applicable standards for recordation.

Plan Check Services

Review of Improvement Plans

Since projects can and do vary considerably, the presentation of a single sequential outline of activities to be undertaken with staffing assignments to describe our actions in completing the objectives of: reviewing, value engineering analysis, providing of corrective comments, and the recommending for approval would be complex and contain many assumptions/exceptions. The following descriptions of typical review package content and the sequential review actions that may or may not apply to every project are presented to link with our proceeding team qualifications as an assurance of our knowledge and capabilities to performing what is necessary and requested by the City's RFQ.

Improvement Plan package reviews will typically include: grading plans, geotechnical reports, preliminary drainage studies, street and drainage plans, hydrology and hydraulic studies, FEMA requirements, SWPPP requirements, sewer and water plans, WQMP's, design connections to existing systems, landscape and irrigation, bridges and structures, traffic signal and signing and striping plans, park facilities, and engineer's estimates.

Typically, many of the following tasks are part of a particular project review:

- Following receipt of the complete review submittal material and initial familiarization of the project, a field review will be performed to further familiarize the plan reviewer with the existing conditions. Concurrently digital photos will be taken of each project site for record and reference purposes as necessary.

- Review Improvement Plans for compliance with City conditions of approval, the approved tentative map, any applicable specific plans, and design criteria approved by the City.
- Review Improvement Plans with appropriate easement documents, record maps, and right-of-way documents. Determine need for permanent/temporary easements and additional right-of-way.
- Review the overall plan set package to ensure no internal discrepancies exist from plan to plan.
- Review general notes, title block, signature block, benchmark data, quantities and unit costs, vicinity map, index map and other general requirements. Confirm USA note on plans.
- Review data shown on the plans for consistency with approved adjacent plans and record maps.
- Review the proposed improvements for constructability. Request redesign of any proposed improvement when the plans propose a situation where the improvement is not build-able, conflicts with an existing improvement, creates a public hazard or nuisance, creates a maintenance issue, creates a potentially unsafe condition, or will not function due to an inadequate level of capacity.
- Review for accuracy of design and fit with existing improvements and underground utilities.
- Review for conflicts, mistakes, inaccuracies and omissions on the plans.
- Review sight distance based on appropriate design speed.
- Review pavement design for consistency with recommendations of the soils engineer and City.
- Review hydrology/hydraulic study for the associated storm drain plans, including hydrology calculations prepared by hand or AES software, street capacities, HGL's, velocities, inlet or outlet control and other hydraulic factors.
- Review of WQMP's will be in accordance with the Orange County DAMP.
- Review plans for possible special conditions, which could be anticipated during construction such as street closures, protection of existing utilities, etc.
- Erosion Control Plans will be reviewed to assure erosion and sedimentation measures comply with the Best Management Practices listed in the Stormwater Pollution Prevention Plans, in compliance with NPDES and WQMP.
- Review for compliance with land use planning and implementation components as established by the City, with focus on zoning, and implementation of community visions through formulation of plans, policies, and strategies for specific study areas and associated impacts.
- Review and/or assist with environmental planning assignments including reviewing documents on behalf of the lead/responsible agencies.
- Review and analysis of traffic and parking impact studies, circulation patterns, and traffic control plans.
- Review of applicant engineer's records on existing or planned utility identification and coordination with permitting agencies relative to the improvements to be constructed for the project.
- Review proposed wastewater services, including the use of septic tanks, for compliance with waste discharge criteria of the local receiving agency and in the case of septic tank use, the County regulations and applicable RWQCB regulations.
- Review of easement documents, lot line adjustments, dedications, vacations, Parcel and Tract Maps shall be by or under the direction of a Licensed Land Surveyor to assure compliance with applicable provisions of the Subdivision Map Act, County ordinances, and other conditions of approval and requirements.

Water Quality Inspections & Annual NPDES Reporting

Water Quality Inspections

Willdan will perform other inspections as directed by City Staff for activities such as construction, Illicit Connection/Illicit Discharges (IC/ID), Water Quality Management Plan (WQMP) Treatment Controls and other NPDES-related inspections.

Annual NPDES Reporting

Willdan will prepare the Program Effectiveness Assessment (PEA) Report which will be submitted to the County of Orange. The reporting period for the PEA is based on the FY's from July 1, 20XX - June 30, 20XX. This report documents the City's

efforts to protect and improve surface water quality through the implementation of programs, activities, and structural controls which are designed to minimize pollutants in stormwater runoff. The final document is submitted to the County of Orange.

In general the following scope of work will be performed to complete the PEA.

1. Obtain Data from City (Inspection Reports, Facility BMP's, Public Outreach Efforts, Fertilizer/Pesticide Usage, Enforcement, etc.)
2. Organize Data and Compose County Data Tables
3. Attend PEA Review Meeting & County Correspondence
4. Report Write-Up/Descriptions
5. Compose Final Report & Submit to County

NPDES Inspection Services

Willdan will inspect the high priority properties once each year of the contract and the remaining properties once during the term of the contract. The following is Willdan's Scope of Work to provide inspection services to the City of Laguna Hills:

- Willdan will perform two site inspections of the Water Quality Mitigation Plan (WQMP) Treatment BMP facilities for High Priority properties to meet the annual inspection required by the Region 8 MS4 permit.
- Willdan will perform one site inspections of the Water Quality Mitigation Plan (WQMP) Treatment BMP facilities for Medium Priority properties to meet the inspection required by the Region 8 MS4 permit.
- Willdan will perform one site inspections of the Water Quality Mitigation Plan (WQMP) Treatment BMP facilities for Low Priority properties to meet the annual inspection required by the Region 8 and Region 9 MS4 permits
- Willdan will use the City-provided checklist to document that the Treatment BMPs have been maintained as required by the MS4 Permits and that the BMPs are capable of proper treatment of storm water.
- Willdan will perform on site inspections of the Water Quality Mitigation Plan (WQMP) Treatment BMP facilities for HOA properties to meet the annual inspection required by the Region 8 and Region 9 MS4 permits.
- Willdan will provide the City with documents for inclusion in the City database so that the City may document the results of the inspections for the Annual report for the MS4 permit.
- Willdan will perform follow-up inspections for sites that have been issued violation notices during the initial inspection.
- Willdan will issue correction notices to the property owner as well as the facility operator. In the case of a condominium project where there multiple owners the correction, notices will be given to the management company of the HOA and the contractor or subcontractor that is responsible for the maintenance and operation of the treatment BMPs.
- Willdan will notify the City's Water Quality Coordinator if the violations have not been adequately addressed during the follow-up inspection of the property.
- Willdan will distribute educational material, developed by the City, during site inspections.
- Willdan will photo document the inspections to provide evidence if the enforcement case must be moved to the City Prosecutor if the property does not correct violation notices.

Grant Writing & Applications

Our expertise involves a range of project sizes – from local street repair to a multi-million-dollar, 300-mile railroad improvements, inclusive of HES, HSIP, HBP, STIP, HURF, ISTE, CDBG, EDA, WIFA, and GADA grant and technical assistance programs.

The following is a typical approach to grant writing and preparing applications to obtain funding.

1. Once the initial project evaluation phase has been completed and the projects have been selected, we will review the various grant programs available and determine if the project may qualify for a grant or funding program.
2. Depending on the type of grant or application we will work with other City departments to obtain the necessary data to complete the grant or application, including but not limited to exhibit maps, topographic survey, as-built plans,

previous reports including environmental documents, traffic studies, master plans, general plans, specific plans etc. This will provide a basis of the understanding

3. Prepare exhibits, engineering estimates and schedules
4. Assist City staff in obtaining required application signatures and letters of support, as needed.
5. Complete application form and assemble attachments.
6. Attend meetings with the project team and project consultant for each project, as needed.

Civil Design Services

Standard Services

The following outlines, in seven stages, project design services for a typical road project consisting of preparing roadway plans and other plans, specifications, and estimates (PS&E), and construction services following the appropriate design standards and completing the project on schedule. For drainage projects the necessary concepts, hydrology studies and hydraulic analysis would be prepared in accordance with County procedures and guidelines in addition to that described below. Detailed scopes of work will be provided for all other services upon request.

Stage 1 - Materials Report

Willdan will coordinate the field investigations for the existing pavement and underlying soil for the project and prepare a Materials Report for review by LACDPW Materials Engineering Division.

Stage 2 - Project Design Concept (PDC) Report

Willdan will prepare the Project Design Concept Report in accordance with the LACDPW Standards or approved format. This report will address all the design issues related to the project. The project will include the following:

- **Existing Conditions:** paving, medians, sidewalk, adjacent development, traffic signals, utilities, striping, traffic control, bus stops, and drainage.
- **Materials Report:** to include recommendations on project materials (assuming rubberized asphalt in most cases) and pavement structural sections.
- **Project Scope:** likely to include widening, resurfacing, construction items, reconstruction items, drainage improvements, guard rails, traffic signals, striping, or landscaping maintenance.
- **Environmental Requirements:** identify necessary environmental documentation and timeframe.
- **Right-of-Way:** identify right-of-way needs, if any.
- **Other Agencies:** listing of all other jurisdictions involved, contact names, numbers, departments, etc.
- **Plan Requirements:** determine plan set requirements.
- **Preliminary Construction Estimates:** itemized construction items, preliminary quantities and costs.
- **Project Schedule:** provide a comprehensive project schedule listing materials report, survey, preliminary plans, right-of-way map, complete plans (80 percent), and final plans (100 percent).

Stage 3 - Survey

Willdan will perform field survey necessary for design and in addition: construction, as-built, quantity, and other surveys required to complete and obtain final acceptance of the project.

Stage 4 - Preliminary Design - 60 Percent Submittal

Willdan will prepare and submit a set of complete plans incorporating all aspects of the approved Project Design Concept and Materials Reports.

The plan set will include the completed title sheet, typical sections and notes. The remaining plans within the plan set will be considered at a minimum of 60 percent completed design plans. The design will incorporate any additional or updated information obtained after the preparation of the Design Concept Report.

This additional information will include site survey and possibly aerial photography, utility information, and any preliminary right-of-way information that is available.

Utility information will be requested from each utility company that has facilities within the limits of the project.

This information will be incorporated into the design plans and plotted per the atlases provided by each utility company. Willdan will forward plans to the utility companies requesting verification. At this time, any potential utility conflicts will be identified and the process of coordinating the protection or relocation of the facility will begin.

Willdan staff is very familiar with all of the design standards listed in the Request for Proposals (RFP). We have each of the design standard publications in-house and frequently obtain updates through the mail and over the Internet. Willdan will incorporate and follow the appropriate design standards for each potential project. Willdan will reference the standard plans where applicable and provide complete details on the plans in the event the detail must be modified.

Willdan is equipped to prepare plans using either Microstation or AutoCAD CADD programs. Plan sheets will be prepared on LACDPW title block and include the required information outlined in the RFP. Willdan has many years of experience with 3D modeling programs and will utilize application software to facilitate the design and quantity estimating.

Willdan will prepare signed contract specifications in accordance with the LACDPW's current Standard Specifications for Public Works Construction (Green Book) 2006 Edition and Supplements. Willdan is prepared to provide project specific special provisions that amend or modify the standard provisions.

Willdan will prepare quantity calculations and an engineer's estimate. Separate quantity calculations for each sheet will be independently checked and separate calculations submitted.

Calculation sheets will be neat and orderly and include the name of the engineer that prepared the calculations. Applicable sketches, digitized areas and electronic cross-sections will be included with the quantity calculations. Back-up calculations for lump-sum bid items and estimates to be separated for a particular jurisdiction can also be provided.

Stage 5 - Preliminary PS&E - 80 Percent Submittal

Willdan will prepare and submit a preliminary PS&E package consisting of plans and details, contract specifications, and an engineer's estimate that incorporates the comments from LACDPW and any other stakeholders from the Stage 4 Submittal.

Willdan will prepare for and facilitate a review conference with the appropriate review personnel from LACDPW to thoroughly understand each comment and clarify any design issues. Each comment provided in writing and the comments shown on the plans will be addressed in a "Response to Comment Memorandum." We request that the discussions at this review conference be limited to major design issues needing immediate resolution. Minor comments regarding drafting errors, typos, and preferences, should be provided in writing and/or on marked-up drawings or reports. These comments will be addressed in the next submittal or resolved with the reviewer directly by telephone, fax, or e-mail.

Stage 6 - Final PS&E Package - 100 Percent Submittal

Willdan will prepare and submit a final PS&E package consisting of plans and details, contract specifications, and an engineer's estimate that incorporates the comments from LACDPW from the Stage 5 Submittal. The plans will be reviewed by LACDPW and the comments incorporated prior to submitting signed mylars and signed specifications.

Stage 7 - Construction Support

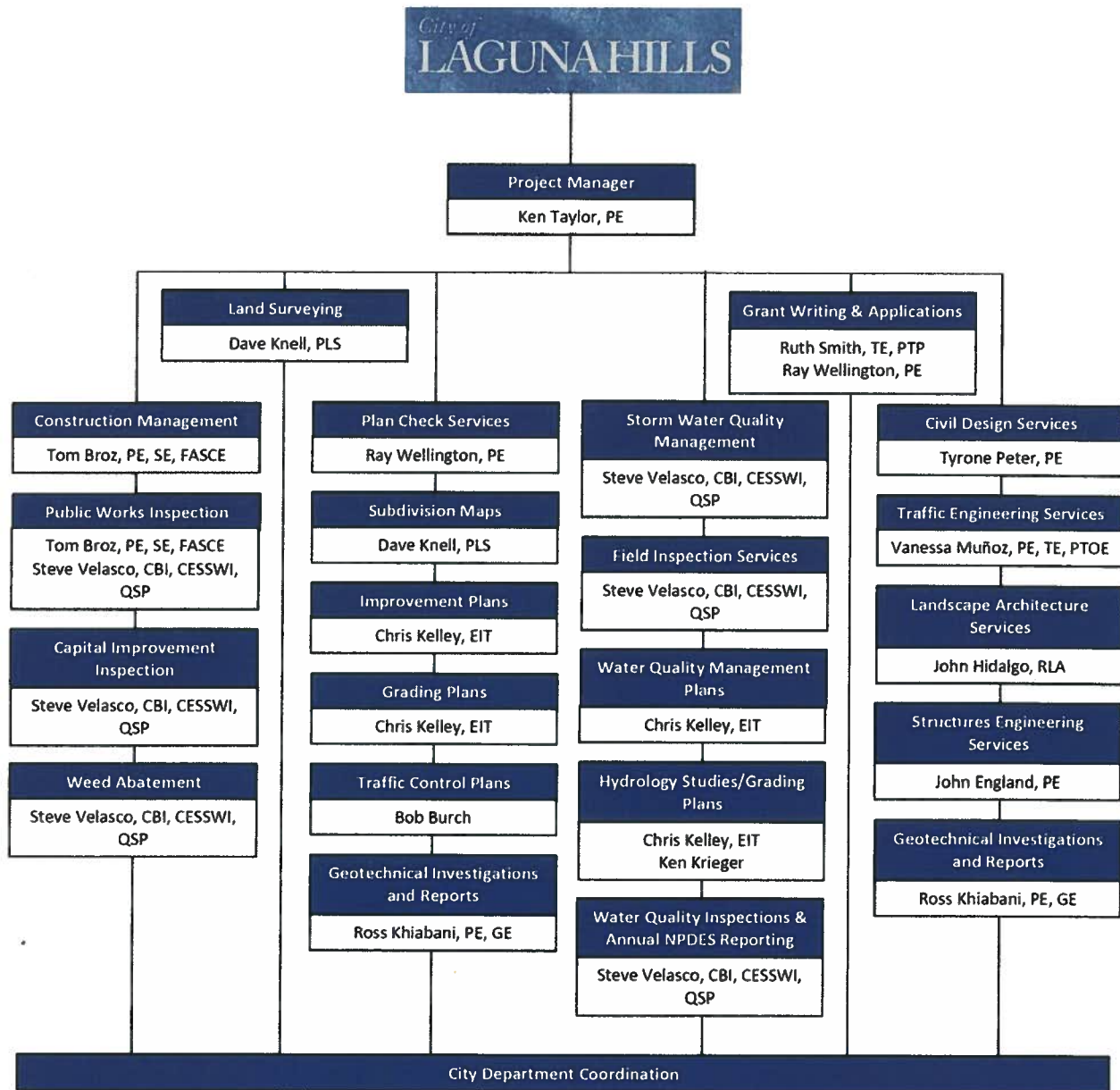
Willdan will provide the Department of Public Works with the following items during construction:

- Office and field assistance during bidding and construction periods as necessary, including
- Preparation of addenda and attendance at the preconstruction meeting.
- Complete record drawings based upon construction data provided by the County.
- Construction staking

Key Personnel

Willdan offers a highly qualified team of professionals with the technical qualifications and diverse capabilities necessary to undertake planning, design, and project management for the City's NPDES inspections. Although overall firm credentials and experience are important, the key to a successful project is the caliber and depth of experience of the specific individuals assigned to the team. Our proposed project manager and key task leaders bring both diversity and commonality of project experience that will benefit discussions on final design implementation. Over time, these leaders have individually and collectively assisted and facilitated the evaluation and design of transportation concepts and related public facility infrastructure and services.

Organizational Chart



Project Manager

Mr. Kenneth Taylor, PE, is responsible for managing improvement projects for various agencies and municipalities, including providing plan checking services, reviewing improvement plans, such as grading, street and storm drains, and the review of the associated hydrology and hydraulic calculation reports. Mr. Taylor is also responsible for the design of sewer systems, storm drains, roadway and freeway improvement projects, and has been responsible for the preparation of geometric approval plans, project reports, project study reports and final plans, specifications and estimates for Caltrans.

Education/Registration

- BS, Civil Engineering, California State Polytechnic University
- Civil Engineer, California No. 56185
- 23 Years' Experience

Similar Project Experience

- Project Manager, City of Lake Forest, Engineer Design and Plan Checking Services
- Project Manager, County of Orange, Plan Check
- Project Manager, City of Yorba Linda, Plan Check
- Project Manager, City of Brea, Plan Check.

Construction Management

Mr. Thomas Broz, PE, SE, FASCE, has over 40 years of diversified engineering and construction management experience progressing from direct design to management of design, procurement and construction of major projects. This experience has included the management of project, business development, and functional department activities with the emphasis on the design/build project delivery method. Mr. Broz's experience has included both vertical and horizontal construction and technical engineering disciplines.

Education/Registration

- MS, Structural Engineering, University of Illinois
- BS, Civil Engineer, University of Notre Dame
- Civil Engineer, California No. 24581
- Civil Engineer, Illinois, Indiana, Iowa, Minnesota
- Structural Engineer, California No. 2202
- General Contractor, California, Arizona and Nevada
- 40 Years' Experience

Similar Project Experience

- Program and Construction Manager, Orange County Fire Authority, Design/build Seismic Upgrades for Fire Station Projects
- Construction Manager, City of San Clemente, Talega Fires Station (OCFA Fire Station 59)

Public Works Inspection /Capital Improvement Project Inspection /Weed Abatement / Storm Quality Management / Field Inspection Services

Mr. Steven Velasco, CBI, CESSWI, QSP, brings over 30 years of experience as a Project Manager and Construction Manager on public works inspection, contract administration, and construction management projects. He has managed a variety of projects from pavement rehabilitation to sports parks. Mr. Velasco is an ICC Certified Building Inspector, CESSWI Certified Erosion, Sediment and Storm Water Inspector, QSP and licensed landscape contractor. He also brings the added expertise of an additional 12 years working in the wholesale landscape nursery industry supplying plant material throughout the southwestern United States. Mr. Velasco has served as the key management individual for all job quality control, client relations, and staff administration.

Education/Registration

- B.S. Botany, California State Long Beach
- ICC Building Inspector
- Certified Erosion, Sediment and Storm Water Inspector (CESSWI)
- Qualified SWPPP Practitioner (QSP)
- Radiation Safety Officer
- Licensed Nuclear Gauge Operator
- Confined Space Regulations - Cal/OSHA Title 8
- GISO 5157, 5158, and 5159
- Licensed C-27 Contractor, California
- SureTrack Project Manager
- Primavera Expedition 10.x
- 30 Years' Experience

Similar Project Experience

- Contract Project Manager, QSP and Public Works Inspector, City of Rialto, Pepper Avenue Extension
- Construction Manager, City of Garden Grove, Heil-Harbor Sewer Project
- Construction Manager, City of San Clemente, Downtown Fire Station No. 60 and Senior Center Relocation Project

Land Surveying / Subdivision Maps

Mr. David Knell, PLS, has more than 37 years of experience in the surveying and mapping field. He has been responsible for a variety of mapping and construction jobs as well as performing surveys and acting as an expert witness in legal cases. His experience includes the supervision of field crews, overseeing an office staff dealing with various survey projects, and extensive experience with local, state, and federal agencies. Mr. Knell has also done considerable work with title companies and attorneys for a variety of jobs.

Education/Registration

- BS, Cartography, Boston University, Boston
- Civil Engineering and Land Surveying Classes, California State University, Long Beach
- 1983, Land Surveyor, California No. 5301
- 37 Years' Experience

Similar Project Experience

- Survey & Map Review, City of Rialto, Cedar Avenue Storm Drain Project at SCRRA
- Survey Lead, City of La Puente, Safe Routes to School Cycle 10 Project
- Survey, City of Malibu, PCH Bike Route Improvements

Plan Checking Services / Grant Writing & Grant Applications

Mr. Ray Wellington, PE, has served both public and private entities in such roles as designer, traffic engineer, project manager, construction manager, consulting engineer, city engineer, public works director, general manager, and owner. These various roles have involved coordination with boards, councils, commissions, clients, committees, staffs and stakeholder interest groups. Mr. Wellington has performed numerous infrastructure planning, funding, design and construction improvement projects. Within these roles he has also addressed development siting, project economics and funding, rates and fees, mapping, agreements, facility integration, construction, occupancy, and maintenance of facilities. On occasion he has dealt with matters of litigation, arbitration, regional wastewater agreements, water conservation, recycled water usage, and historic water rights in both groundwater basins and surface flows. He has also performed groundwater management and negotiations.

Education/Registration

- BS, Civil Engineering, California State Polytechnic University, Pomona
- Graduate Courses, Public Administration
- Technical and Managerial Seminars and Workshops
- Resident Engineer Academy (UC-ITS)
- Civil Engineer, California No. 25131
- Traffic Engineer, California No. 00958
- 41 Years' Experience

Similar Project Experience

- Project Manager, City of Rialto, Cedar Avenue Storm Drain Project at SCRRA
- Project Manager, LA County DPW, Marina Del Rey Sewer Odor Abatement
- Project Manager, City of Brea, Storm Drain Master Plan

Improvement Plans / Grading Plans / Water Quality Management Plans / Hydrology Studies / , Water Quality Inspections & NPDES Reporting

Mr. Christopher Kelley, EIT, is a Senior Design Engineer for Willdan with eight years of design experience. He is primarily responsible for the design of public works improvement projects, including streets, highways, storm drains, sewers, and waterlines.

Education/Registration

- BS, Civil Engineering, California Polytechnic State University, Pomona
- Engineer-in-Training, California No. 138557
- 8 Years' Experience

Similar Project Experience

- Design Engineer, Metropolitan Transportation Authority, Orange Line Extension
- Design Engineer, City of Agoura Hills, Kanan/US 101 Interchange Improvements
- Design Engineer, County of Orange, Stonybrook Storm Drain
- Design Engineer, City of La Canada Flintridge, Jessen Drive Bridge Replacement

Traffic Control Plans

Mr. Robert Burch provides traffic design services for client cities, outside agencies, and California Department of Transportation (Caltrans) projects. Mr. Burch offers 21 years of design and drafting experience. He has experience with both AutoCAD and MicroStation. Specifically, his experience relates to preparing plans, specifications, and estimates for traffic signals, signing and striping, street lighting, traffic control, and stage construction projects and utilizing Caltrans standards.

Education/Registration

- AA, Liberal Arts, Mount San Antonio College, Walnut
- Post Certified Radar Operator, California State University, Fullerton
- Extension Courses, Construction Inspection for Traffic Signals and Highway Lighting Systems, University of California, Berkeley
- Rio Hondo Community College, Whittier
- 21 Years' Experience
- Extension Courses, Traffic Signal Equipment and Operations, University of California, Berkeley

Similar Project Experience

- Project Manager, City of Inglewood, La Cienega Boulevard Improvements
- Traffic Designer, City of Industry, Brea Canyon Road & Valley Boulevard Street Improvement Project
- Traffic Designer, Metropolitan Transportation Authority, Orange Line Extension

Geotechnical Investigations and Reports

Mr. Ross Khiabani, PE, GE, President of Willdan Geotechnical, has more than 30 years of professional experience in performing diversified geotechnical assignments involving soil mechanics and foundation engineering, soil stabilization, landslide analysis and stabilization, settlement evaluations, liquefaction studies, slope stability analyses, laboratory testing, and inspection services during construction operations. His vast experience includes providing engineering services for commercial, industrial, institutional, ports and harbors, public works, transportation (including major bridges, local roads, freeways and toll roads) and water and wastewater facilities projects. This broad base of experience has given him a unique insight into local geotechnical and seismic conditions, and construction processes. Mr. Khiabani has kept in close communication with local, city, county, and state reviewers and is familiar with governing codes and requirements.

Education/Registration

- MS, Geotechnical Engineering, California State University, Long Beach
- Geology, Pahlavi University, Iran
- 30 Years' Experience
- Civil Engineer, California, No. 37156
- Geotechnical Engineer, California, No. 2202
- Civil Engineer, Nevada, No. 11256
- Civil Engineer, Arizona, No. 27068

Similar Project Experience

- Geotechnical Engineering Lead, City of South Gate, Atlantic Avenue Rehabilitation
- Geotechnical Engineering Lead, City of Lakewood, Del Amo Boulevard and Pioneer Boulevard
- Geotechnical Engineering Lead, City of Rancho Santa Margarita, Alicia Parkway Resurfacing
- Geotechnical Engineering Lead, City of South Gate, California Street Resurfacing
- Geotechnical Engineering Lead, City of Indian Wells, Cook Street Resurfacing
- Geotechnical Engineering Lead, City of Paramount, Alondra Boulevard Pavement Reconstruction/Rehabilitation
- Geotechnical Engineering Lead, City of Rancho Santa

- Margarita, 2007-2008 Annual Resurfacing
- Geotechnical Engineering Lead, City of Lakewood, Norwalk Boulevard and Bloomfield Avenue
- Geotechnical Engineering Lead, City of South Gate, Otis Street Resurfacing
- Geotechnical Engineering Lead, City of Paramount, Rosecrans Avenue Street Resurfacing
- Geotechnical Engineering Lead, City of Paramount, Somerset Boulevard Resurfacing
- Geotechnical Engineering Lead, City of South Gate, Garfield Avenue Resurfacing

Hydrology Studies/Grading Plans

Mr. Kenneth Krieger has 28 years of experience at Willdan in the design of various improvement projects for several public agencies and municipalities. He is specialized in the development and execution hydraulic modeling software for flood control, storm drain and sewer related projects. He is trained and experienced with HEC-2, HECRAS as utilizing River CADD, Storm Plus, WSPG, AES and Hydra software packages including H20Map Sewer training and other sewer hydraulic modeling software. He has performed hydrology and hydraulic calculations on numerous flood control channels, storm drains and performed capacity analysis on over 10 complete sewer systems within the past 6 years. As a member of the Design Engineering Group in Anaheim, he has worked on most of Willdan's more complex drainage and sewer designs. He is also fully versed on Micro Station, AutoCAD and ARCGIS software.

Similar Project Experience

- 28 Years' Experience
- Drainage Analysis & Design, City of Rialto, Cedar Avenue Storm Drain Project at SCRRA
- Senior Designer, City of Covina, Sewer System Reconstruction Plan
- Project Engineer-Channel Design, City of San Juan Capistrano, Del Obispo Bridge Widening

Grant Writing & Grant Applications

Ms. Ruth Smith, TE, PTP, is a Project Manager at Willdan with more than 32 years of experience in traffic and transportation engineering. During her career, she has worked in both the private and public sectors and her work at Willdan reflects this. Ms. Smith performs various types of traffic studies for client cities and private developers. She also serves as the City Traffic Engineer for the Cities of Placentia and Temecula and as the consulting Traffic Engineer for the City of Rancho Palos Verdes. Her traffic study experience includes preparing and reviewing traffic impact studies, determining the feasibility of converting an existing two-lane roadway to a Complete Street, preparing neighborhood traffic management and parking plans, preparing traffic impact analyses for proposed developments and for Project Study Reports/Project Reports for proposed highway improvement projects, preparing parking analyses for existing and proposed developments, conducting Engineering and Traffic Surveys to set speed limits, conducting traffic signal warrant studies, preparing successful grant applications for Suggested Route To School funding and Calls for Projects, and implementing SRTS non-infrastructure projects. Ms. Smith also presents the studies to Traffic Safety Commissions, Planning Commissions and City Councils.

Education/Registration

- BS, Civil Engineering, California Polytechnic State University, Pomona
- 2007, Professional Transportation Planner
- 11992, Traffic Engineer, California No. 1650
- 32 Years' Experience

Similar Project Experience

- Traffic Study Lead, City of Santa Clarita, McBean Regional Transportation Center Park-and-Ride Facility Traffic Impact Analysis
- Deputy Project Manager, City of Los Angeles, Tsunami Preparedness

Civil Design Services

Mr. Tyrone Peter, PE, is a Design Manager with 8 years of experience. He is primarily responsible for the design and preparation of plans and specifications of public works improvement projects, including streets, highways, storm drains and writing specifications for several public agencies in Southern California. In addition, Mr. Peter is proficient with AutoCAD software and MicroStation software.

Education/Registration

- BS, Engineering and Civil Engineering, Tamil Nadu College of Engineering
- Civil Engineering, Murugappa Polytechnic
- Civil Engineer, California No. 81888
- 8 Years' Experience

Similar Project Experience

- Design Engineer, City of Agoura Hills, Kanan Interchange
- Senior Design Engineer, City of Santa Clarita, I-5 Magic Mountain Parkway
- Senior Design Engineer, City of Los Angeles, Vermont Avenue Overcrossing Widening at US 101

Traffic Engineering Services

Ms. Vanessa Muñoz, PE, TE, PTOE, is a Deputy Director of Engineering at Willdan with 15 years of experience in transportation planning and traffic engineering. Ms. Muñoz is an accomplished engineer for multi-discipline and multi-agency traffic and transportation projects and has supervised the completion of more than 1,000 projects, for a variety of large to smaller scaled projects and understands the importance of meeting schedules and developing the most cost-efficient project in order to meet a client's budgetary constraints. She is responsible for analysis, coordination, and design of various projects that including preparation of plans, specifications, and estimate for traffic and transportation projects. Ms. Muñoz has secured funding through the Safe Routes to School (SR2S) and Highway Safety Improvement Program (HSIP) grants and has managed project that include federal funds such as SRTS, HSIP, ARRA, and STPL. Ms. Munoz is extremely familiar with the local assistance procedures manual and has coordinated the approval of NEPA/CEQA through Caltrans District 7 and understand the procedures for allocation of construction funds and issuance of the E-76 form. Ms. Muñoz is bilingual, fluent in the Spanish language.

Education/Registration

- BS, Civil Engineering, California Polytechnic State University, Pomona
- 2007, Professional Traffic Operation Engineer
- 2006, Traffic Engineer, California - No. 2341
- 2005, Civil Engineer, California - No. 67583
- 2000, Doppler Traffic Operator
- 15 Years' Experience

Similar Project Experience

- Project Manager, City of Norwalk, Pioneer Resurfacing
- Project Manager, City of Lawndale, 159th Street/160th Street/161st Street Improvements
- Project Manager, City of Ridgecrest, Drummonds Avenue Widening Project (HSIP)

Landscape Architecture Services

Mr. John Hidalgo, RLA, has more than 24 years of landscape architecture experience encompassing a variety of activities. These include design development, project management, client and agency coordination, and overseeing projects from conception through completion, as well as construction documentation and observation. He is familiar with various local, state and federal codes, regulations, procedures and standards relating to city water conservation ordinances, city planning, construction, park and facility planning, and other building activities. He has successfully completed projects in compliance with these various standards, and while with other firms, has represented the Owner in the review process. Mr. Hidalgo has in-depth experience in both field observation and construction. His current responsibilities include design studies, recreational facility design, park and streetscape design, plan checking services, and construction observation.

Education/Registration

- BS, Landscape Architecture, California Polytechnic State University, Pomona
- Summer of 1987, European Study Tour, California Polytechnic State University, School of Architecture, Pomona
- Landscape Architect, California, No. 3551, 1991
- Landscape Architect, Nevada, No. 788, 2008
- 1995, Licensed Contractor, California C-27, No. 713613
- 23 Years' Experience

Similar Project Experience

- Project Manager, County of Orange Social Services, 401
- Project Manager, Los Angeles County Department of

South Tustin Street Campus

- Landscape Architect, City of Paramount, Gundry Park
- Landscape Architect, City of Maywood, Riverfront Park

Parks and Recreation; Helen Keller Park Pool and Building Rehabilitation

Structures Engineering Services

Mr. John England, PE, is a Bridge Engineer with over 20 years experience in the planning, design, and construction of bridge and civil projects for public agencies and private clients. He has served as a project manager and lead project engineer for numerous bridge and transportation projects throughout California. John specializes in the analysis and design of bridges, grade separations, railroad structures and Seismic Retrofits, and his project experience involves a variety of bridge projects, from the simple to complex. He is very experienced in performing all phases of a bridge project, from a Design Acceptance Package through final design and construction support services. John is extremely knowledgeable of AASHTO standards.

Education/Registration

- BS, Civil Engineering, California State University, Sacramento
- Civil Engineer, California No. 57237
- Civil Engineer, Oregon No. 79511
- Civil Engineer, Washington No. 45531
- 20 Years' Experience

Similar Project Experience

- Lead Bridge Engineer, City of Agoura Hills, Roadside Creek Bridge
- Lead Bridge Engineer, City of Westlake Village, Lindero Canyon Road Bridge
- Senior Bridge Engineer, County of Glenn, Road 35 Low Water Crossing Replacement
- Project Engineer, County of Los Angeles, Deer Lake Ranch Development
- Project Engineer, City of Roseville, South Branch Pleasant Grove Creek Bridge

References

City of Lake Forest

Mr. Robert Woodings
Former Director of Public Works/City Engineer
25550 Commercentre Drive., Suite 100
Lake Forest, CA 92630
(949) 371-7979
rwoodings@andpen.com

City of Fountain Valley

Mr. Mark Lewis, City Engineer
10200 Slater Avenue
Fountain Valley, CA 92708
(714) 593-4435
mark.lewis@fountainvalley.org

City of La Cañada Flintridge

Mr. Edward Hitti, Director of Public Works
1327 Foothill Boulevard
La Cañada Flintridge, CA 91011
(818) 790-8880

City of Brea

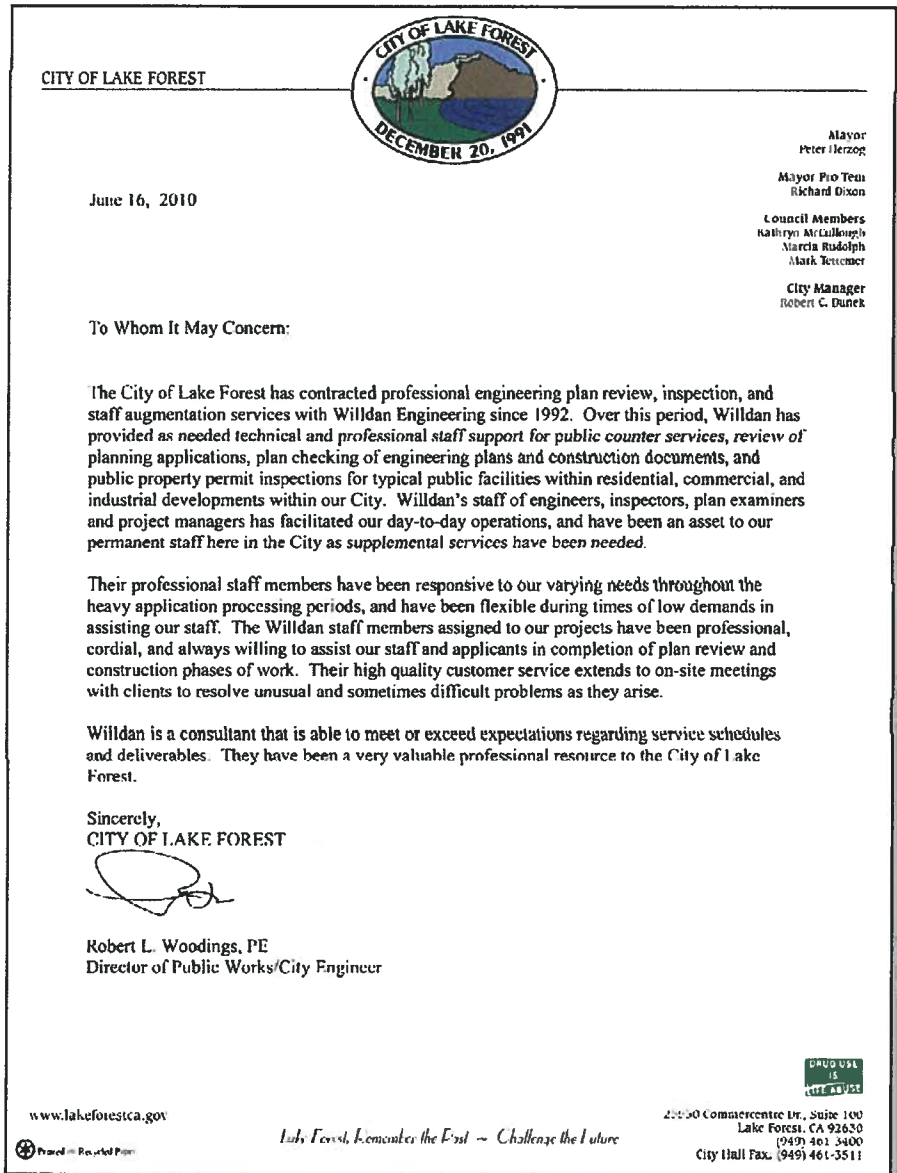
Chino Consunjior
1 Civic Center Circle
Brea, CA 92821
(714) 990-7648
DelfinoC@ci.brea.ca.us

OC Public Works / OC Planning

Planned Communities
Ms. Laree Brommer
(714) 667-9649

County of Orange Public Works

Mr. Frank Cristaldi, Project Manager III
1143 E. Fruit Street
Santa Ana, CA 92701
(714) 667-4930



January 8, 2014
Request for Proposal
On-call Civil Engineering and Management Services

**CITY OF LAGUNA HILLS DISCLOSURE
EMPLOYMENT RELATIONSHIPS
AND FINANCIAL INTERESTS**

NAME OF CONSULTANT: Willdan Engineering

DISCLOSURE - EMPLOYMENT RELATIONSHIPS WITH CITY OFFICIALS OR CITY
EMPLOYEES:

Not Applicable

DISCLOSURE - FINANCIAL INTERESTS OF CITY OFFICIALS OR CITY EMPLOYEES
IN THE ENTITY:

Not Applicable

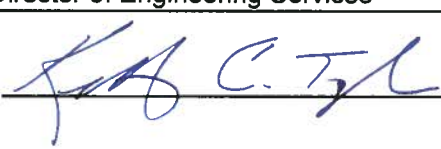
I declare under penalty of perjury, under the laws of the State of California, that the
foregoing is true and correct.

Signed this 5th day of February, at _____

Anaheim, California.

Name: Kenneth C. Taylor, PE

Title: Director of Engineering Services

Signature: 

January 8, 2014
Request for Proposal
On-call Civil Engineering and Management Services

**CITY OF LAGUNA HILLS
CERTIFICATE OF NON-DISCRIMINATION**

I hereby certify on behalf of Willdan Engineering
(Consultant) that all persons employed by this company are, and shall be treated fairly without regard to race, creed, color, national origin, political affiliation, marital status, sex, age, or disability, and in compliance with all Federal and State laws prohibiting discrimination in employment, including, but not limited to, the Civil Rights Act of 1964, the Unruh Civil Rights Acts, and the Americans with Disabilities Act.

Name: Kenneth C. Taylor, PE

Title: Director of Engineering Services

Signature: 

Date: February 5, 2014

February 5, 2014

Mr. Kenneth H. Rosenfield, PE
Director of Public Services
City of Laguna Hills
2435 El Toro Road
Laguna Hills, CA 92653

Subject: Fee Proposal for On-Call Civil Engineering and Management Services

Dear Mr. Rosenfield:

Willdan Engineering (Willdan), a California corporation, has the resources, staff, and experience to provide the City of Laguna Hills with On-Call Civil Engineering and Management Services. We have attached our current hourly rate schedule which shall remain unchanged for a minimum of two years, from July 1, 2014 through June 30, 2016. Thereafter, a request to adjust the fees and rates may be submitted once per year and equal to the value of the change of the Consumer Price Index for the Los Angeles/Orange County area, not to exceed five percent per year, at the sole discretion of the City. Compensation for any particularly assigned scope of work will be determined on a task-order basis as agreed based upon these hourly rates.

If there are any questions regarding our submittal, please contact Mr. Kenneth C. Taylor, by telephone at (714) 978-8206 or by email at ktaylor@willdan.com.

Respectfully submitted,

Willdan Engineering



Kenneth C. Taylor, PE
Director of Engineering Service

WILLDAN ENGINEERING
Schedule of Hourly Rates
Effective July 1, 2013 to June 30, 2014

ENGINEERING		LANDSCAPE ARCHITECTURE	
Technical Aide	\$88.00	Assistant Landscape Architect	103.00
Drafter I	98.00	Associate Landscape Architect	118.00
Drafter II	103.00	Senior Landscape Architect	129.00
Senior Drafter	113.00	Principal Landscape Architect	155.00
GIS Analyst I	118.00	Principal Project Manager	185.00
GIS Analyst II	134.00		
GIS Analyst III	155.00		
Design Engineer I	118.00		
Design Engineer II	124.00		
Designer I	118.00		
Designer II	124.00		
Senior Design Engineer I	129.00		
Senior Design Engineer II	134.00		
Senior Designer	134.00		
Associate Engineer	139.00		
Design Manager	139.00		
Senior Design Manager	149.00		
Senior Engineer	149.00		
Supervising Engineer	165.00		
Program Manager	185.00		
Project Manager	185.00		
City Engineer	185.00		
Principal Project Manager	185.00		
Deputy Director	195.00		
Director	195.00		
Principal Engineer	215.00		
CONSTRUCTION MANAGEMENT			
Labor Compliance Specialist	98.00		
Labor Compliance Manager	124.00		
Utility Coordinator	129.00		
Assistant Construction Manager	124.00		
Construction Manager	149.00		
Senior Construction Manager	160.00		
Project Manager	185.00		
Deputy Director	195.00		
Director	195.00		
INSPECTION SERVICES			
Assistant Public Works Observer	**103.00/113.00		
Public Works Observer	**103.00/113.00		
Senior Public Works Observer	113.00		
Supervising Public Works Observer	124.00		
MAPPING AND EXPERT SERVICES			
Survey Analyst I	103.00		
Survey Analyst II	118.00		
Calculator I	103.00		
Calculator II	113.00		
Senior Calculator	124.00		
Senior Survey Analyst	134.00		
Supervisor - Survey & Mapping	160.00		
Principal Project Manager	185.00		
		BUILDING AND SAFETY	
		Assistant Code Enforcement Officer	72.00
		Plans Examiner Aide	77.00
		Assistant Construction Permit Specialist	77.00
		Construction Permit Specialist	82.00
		Code Enforcement Officer	82.00
		Assistant Building Inspector	**98.00/113.00
		Senior Code Enforcement Officer	98.00
		Senior Construction Permit Specialist	103.00
		Supervising Construction Permit Specialist	108.00
		Building Inspector	**108.00/113.00
		Supervisor Code Enforcement	118.00
		Senior Building Inspector	118.00
		Plans Examiner	118.00
		Supervising Building Inspector	129.00
		Senior Plans Examiner	129.00
		Inspector of Record	144.00
		Deputy Building Official	144.00
		Plan Check Engineer	144.00
		Building Official	155.00
		Supervising Plan Check Engineer	155.00
		Principal Project Manager	185.00
		Deputy Director	195.00
		Director	195.00
		PLANNING	
		Community Development Technician	88.00
		Planning Technician	88.00
		Assistant Planner	108.00
		Assistant Community Development Planner	108.00
		Associate Community Development Planner	118.00
		Associate Planner	118.00
		Senior Community Development Planner	134.00
		Senior Planner	134.00
		Principal Community Development Planner	155.00
		Principal Planner	155.00
		Deputy Director	195.00
		Director	195.00
		ADMINISTRATIVE	
		Computer Data Entry	67.00
		Clerical	67.00
		Word Processing	67.00
		Mileage reimbursement will be charged at the current Federal guideline rate at the time of billing. Vehicles will be charged at a monthly rate of \$500.00.	
		** Prevailing Wage Project. Use \$113.00	

Additional billing classifications may be added to the above listing during the year as new positions are created. Consultation in connection with litigation and court appearances will be quoted separately. The above schedule is for straight time. Overtime will be charged at 1.5 times, and Sundays and holidays, 2.0 times the standard rates. Blueprinting, reproduction, messenger services, and printing will be invoiced at cost plus fifteen percent (15%). A sub consultant management fee of fifteen percent (15%) will be added to the direct cost of all sub consultant services to provide for the cost of administration, consultation, and coordination. Valid July 1, 2013 thru June 30, 2014, thereafter, the rates may be raised once per year to the value of change of the Consumer Price Index for the Los Angeles/Orange County/Sacramento area, but not more than five percent per year.



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: MAY 13, 2014

TO: MAYOR AND COUNCIL MEMBERS

FROM: DONALD J. WHITE
ASSISTANT CITY MANAGER

ISSUE: THIRD QUARTER FINANCIAL AND TREASURER'S REPORT FOR FISCAL YEAR 2013/14

RECOMMENDATION: THAT THE CITY COUNCIL RECEIVE AND FILE THE THIRD QUARTER FINANCIAL AND TREASURER'S REPORT FOR FISCAL YEAR 2013/14

SUMMARY:

Staff is submitting to the City Council the Quarterly Financial Highlights for the Third Quarter of Fiscal Year 2013/14. The financial statements show the planned use of reserves during the third quarter of the fiscal year, due to revenues and expenditures that are unevenly received and expended over the course of the fiscal year. The City's total fund balance as of March 31, 2014, is \$6,426,825. Staff projects that 47% of all revenue will be recorded in the fourth quarter.

BACKGROUND:

Attached to this report is a pamphlet entitled "City of Laguna Hills Quarterly Financial Highlights, Third Quarter, Fiscal Year 2013/14." The information presented in the pamphlet provides the City Council and City Management with the results of the City's financial operations for the nine months ended March 31, 2014, and its fund balance as of the same period.

The pamphlet also contains a condensed Treasurer's Investment Report. The City's total cash and investments as of March 31, 2014, is \$8,142,899. Compared with the same period of the previous fiscal year, total cash and investments are up by roughly \$365,000.

The Laguna Hills Civic Center section in the pamphlet includes an abridged balance sheet and income statement summary for the Laguna Hills Civic Center leasing operation. Essex Realty, the management company for the property, reported a net gain of \$413 for the nine months of leasing activity from July 1 to March 31, 2014. After adding back contra

rent revenue associated with the City's occupied spaces, the effective net income is \$449,087. The balance sheet shows equity of \$17,162,501 as of March 31, 2014.

ATTACHMENTS:

- City of Laguna Hills Quarterly Financial Highlights 3rd Quarter FY 2013/14

CITY OF LAGUNA HILLS

Quarterly Financial Highlights



Third Quarter, Fiscal Year 2013-14

March 31, 2014

Honorable Mayor and City Council Members:

At the end of the third quarter, the City's year-to-date funding sources were approximately \$12.0 million and funding uses for the same period were approximately \$16.4 million, resulting in the anticipated use of reserves by quarter end March 31, 2014. This is attributed to the timing in funding of capital improvement projects, which typically lag behind spending, and the prior fiscal year accrual of tax revenues received within the first 60-days of the current fiscal year. Approximately 47% of all revenues are expected to be recorded in the remaining period of the fiscal year.

A Summary of Funding Sources and Uses for the nine months ended March 31, 2014 is presented in the following table:

FY 2013/14, Quarter End 3/31/14 Highlights

	YTD ACTUAL (million)	BUDGET (million)	YTD % OF BUDGET
Funding Sources	\$ 12.0	\$ 22.6	53%
Funding Uses	16.4	23.7	69%
Net Change	(\$ 4.4)	(\$ 1.1)	

REPORT VARIANCES

There are various revenues and expenditures which are received or expended unevenly during the fiscal year. In accordance with Government Accounting Standards Board Statement No. 22, revenues from taxpayer-assessed taxes, such as sales tax and franchise tax, received in the first two months of this fiscal year were accrued in the prior fiscal year. There are also certain expenditures, such as annual insurance premiums, that are expensed in full during the first quarter. Therefore, when comparing the budget with actual data, one cannot expect that exactly 75% of the fiscal year's revenues and

expenditures would have been received or expended by the third quarter of the fiscal year. Thus, the YTD as a percentage of budget shown in this report does not necessarily indicate a material deviations or budget variances.

FUND BALANCE

Included in this pamphlet, on page 5, is a report on the City's Fund Balance as of March 31, 2014. City-managed short-term idle funds, as well as bond funds, are invested in approved securities. An abridged balance sheet, which itemizes the City's assets and liabilities, is included on page 4.

Continued on page 2

LAGUNA HILLS CIVIC CENTER

The abridged Balance Sheet and Income statement for the Laguna Hills Civic Center leasing operation is shown below:

Abridged Balance Sheet As of March 31, 2014

ASSETS	
Total Current Assets	\$ 203,614
Total Fixed Assets	17,009,944
TOTAL ASSETS	\$ 17,213,558
LIABILITY & EQUITY	
Total Current Liabilities	\$ 51,057
Total Equity	17,162,501
TOTAL LIABILITIES & EQUITY	\$ 17,213,558

Income Statement Summary For the 9 Months Ended March 31, 2014

TOTAL INCOME	\$ 351,623
TOTAL EXPENSES	351,210
NET INCOME/(LOSS)	\$ 413

Funding Sources

The City's total funding sources comprise of general fund revenues, special fund revenues, and other financing sources. At the end of the third quarter, total funding sources were approximately \$12 million, or 53% of budget.

- **General Fund Revenues**

General Fund Revenues are utilized primarily to finance the City's general governmental activities. At quarter end, general fund revenues totaled 10,680,997, or 57% of budget. The recording of these revenue sources comply with GASB 22, which addresses the timing of recognition of non-exchange transactions, e.g. taxes and fines.

Receipts of Property Tax, which are concurrent with the County's tax collection schedule, came in at \$5,108,874, or 59% of budget. Intergovernmental Revenues, which includes sales tax revenue, were \$3,208,938, or 58% of budget. Franchise fees from utility companies and transient occupancy tax comprise Franchise Tax revenues, which came in at \$1,137,860, or 44% of budget. These receipts lag behind from actual point of sales and no accrual was made at quarter end. Revenues from Licenses & Permits, \$535,817, and Charges for Services, \$576,347, are dependent upon development activities and came in at 75% and 61% of budget respectively. Fines and Forfeitures, which includes parking and vehicle fines, ended the quarter at 35% of budget, at \$113,161.

- **Special Revenues and Grants**

Many of the Special Revenue funding sources are tied in with the City's Capital Improvement Plan. The receipts of funding sources for certain capital projects typically lag behind the spending on the projects, as the claims are applied for during construction or after project-completion. At the end of the third quarter, special revenues receipts totaled \$1,214,642, or 33% of budget.

- **Other Funding Sources**

In accordance with GAAP, not all increases in governmental fund financial resources can be classified as revenue. Certain increases instead are reported as other financing sources, such as sales of general capital assets, proceeds of general long-term debt, and financial inflows from other funds.

Funding Uses

The City's total funding uses consist of the City's Operating Expenditures, outlay for Capital Improvement projects, debt charges and expenditures for grant related programs. At the end of the third quarter, total funding uses were approximately \$16.4 million, which was 69% of the annual budget.

Operating Expenditures

At the end of the third quarter, operating expenditures totaled roughly \$12.4 million, which represents 71% of the total operating budget. The spending levels for all the functional areas were below 75%, even as payments for certain expenditures, such as annual software maintenance contracts, were expensed in full at the beginning of the fiscal year.

Capital Improvement Plan

All budgeted capital improvement projects automatically re-appropriate each fiscal year until the

project is completed. The amended budget of approximately \$4.2 million includes \$395,114 in budget carry-overs from the re-appropriation of capital improvement projects, namely the La Paz Widening at I-5 Project and the Paseo de Valencia Widening Project. At the end of the third quarter, total capital expenditures were \$1,795,414, or 43% of budget.

The following table lists the City's capital projects by major expenditure categories as of the end of this reporting period.

Capital Improvement Program For the 9 Months Ended, March 31, 2014	
Streets, Signals & Lighting	\$ 722,744
Flood Control & Water Quality	137,544
Parks	29,680
Public Facilities	47,136
Trails & Open Space	858,310
Total	\$ 1,795,414

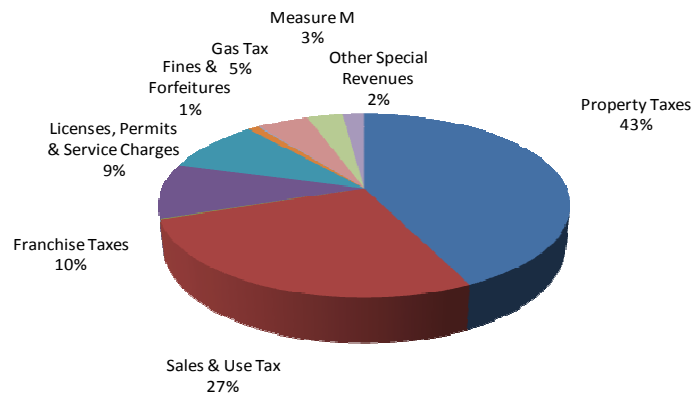
CITY OF LAGUNA HILLS
COMPARATIVE STATEMENT OF OPERATION - GOVERNMENTAL FUNDS
FOR THE 9 MONTHS ENDED, MARCH 31, 2014

	FY 2013/14			FY 2012/13		
	Y-T-D ACTUAL	AMENDED BUDGET	YTD % of BUDGET	Y-T-D ACTUAL	AMENDED BUDGET	YTD % of BUDGET
FUNDING SOURCES						
General Fund Revenues						
Property Taxes	\$ 5,108,874	\$ 8,719,005	59%	\$ 4,904,573	\$ 8,680,357	57%
Intergovernmental Revenues	3,208,938	5,559,000	58%	2,908,671	5,738,434	51%
Franchise Taxes	1,137,860	2,557,080	44%	1,047,718	2,422,641	43%
Licenses and Permits	535,817	710,000	75%	412,016	910,000	45%
Charges for Current Services	576,347	944,888	61%	574,301	1,125,413	51%
Fines & Forfeitures	113,161	325,000	35%	151,089	500,000	30%
Total General Fund Revenues	<u>10,680,997</u>	<u>18,814,973</u>	57%	<u>9,998,369</u>	<u>19,376,845</u>	52%
Special Revenue Funds						
Gas Tax Fund	572,853	987,179	58%	461,375	932,707	49%
Measure M2 Fair Share	398,459	533,235	75%	320,850	497,908	64%
Measure M - Competitive	-	338,741	0%	-	245,709	0%
AB 2766 Fund	18,333	40,000	46%	17,728	40,000	44%
CDBG	83,628	80,000	105%	-	215,000	0%
ARRA	-	-	-	-	71,400	0%
Quimby Act Fees	-	977,000	0%	-	-	-
Housing Set-aside	-	-	-	-	22,850	0%
AB 939 Surcharge Grant	-	3,133	0%	-	-	-
Beverage Recycling Fund	-	44,710	0%	-	8,826	0%
CR&R Recycling Fees	20,000	20,000	100%	20,000	20,000	100%
C&D Forfeited Deposits	-	68,450	0%	31,611	50,000	63%
Senior Mobility Program	25,246	31,500	80%	25,781	34,226	75%
Grants and Contributions	-	418,000	0%	-	1,630,967	0%
Law Enforcement Grants	96,124	100,000	96%	64,713	-	-
Total Special Revenue Funding	<u>1,214,642</u>	<u>3,641,948</u>	33%	<u>942,058</u>	<u>3,769,593</u>	25%
Other Funding Sources						
Sale of capital assets	-	-	-	2,952,352	-	-
Interest Income	16,282	50,000	33%	20,067	170,000	12%
Distribution from Enterprise Fund	-	150,000	0%	-	150,000	0%
Total Other Funding Sources	<u>16,282</u>	<u>200,000</u>	8%	<u>2,972,419</u>	<u>320,000</u>	929%
TOTAL FUNDING SOURCES	<u>\$ 11,911,921</u>	<u>\$ 22,656,921</u>	53%	<u>\$ 13,912,845</u>	<u>\$ 23,466,438</u>	59%
FUNDING USES						
Operating Expenditures						
City Council/Manager	\$ 842,265	1,144,980	74%	\$ 787,058	\$ 1,078,024	73%
City Clerk	265,185	363,605	73%	269,072	386,623	70%
Administrative Services	963,705	1,388,782	69%	930,411	1,358,338	68%
Information Technology	201,554	326,829	62%	238,602	356,174	67%
Community Development	805,618	1,114,828	72%	737,400	1,366,580	54%
Public Services	2,963,554	4,213,571	70%	2,766,047	4,171,057	66%
Community Services	1,290,703	1,789,971	72%	1,215,359	1,856,480	65%
Public Safety	5,031,806	6,984,979	72%	4,927,261	6,891,205	72%
Total Operating Expenditures	<u>12,364,390</u>	<u>17,327,545</u>	71%	<u>11,871,210</u>	<u>17,464,481</u>	68%
Capital Improvement Program	<u>1,795,414</u>	<u>4,207,115</u>	43%	<u>4,001,911</u>	<u>5,187,609</u>	77%
Other Funding Uses						
Debt Charges	1,806,542	1,804,587	100%	1,805,043	1,803,187	100%
Use of Reserves	13,212	142,454	9%	114,541	50,000	229%
Distribution to Enterprise Fund	293,691	-	-	-	101,237	-
Special Revenue Fund Expenditures						
Tax Increment Fund	-	-	-	-	20,000	0%
Housing Set Aside Fund	-	-	-	-	22,850	0%
CDBG Fund Expenditures	83,628	80,000	105%	-	215,000	0%
Senior Mobility Program	11,730	31,500	37%	3,270	34,226	10%
Beverage Recycling	18,703	44,710	42%	592	19,500	3%
CR&R Recycling Fund	22,159	20,000	111%	18,000	20,000	90%
Forfeited C&D Deposits	8,401	68,450	12%	18,975	54,731	35%
AB 939 Surcharge Grant	2,841	3,133	91%	3,204	2,669	120%
Law Enforcement Fund Expenditures	2,313	-	-	2,312	-	-
Total Other Funding Uses	<u>2,263,220</u>	<u>2,194,834</u>	103%	<u>1,965,935</u>	<u>2,343,400</u>	84%
TOTAL FUNDING USES	<u>\$ 16,423,024</u>	<u>\$ 23,729,494</u>	69%	<u>\$ 17,839,056</u>	<u>\$ 24,995,490</u>	71%
NET CHANGE IN FUND BALANCE	<u>\$ (4,511,103)</u>	<u>\$ (1,072,573)</u>		<u>\$ (3,926,211)</u>	<u>\$ (1,529,052)</u>	

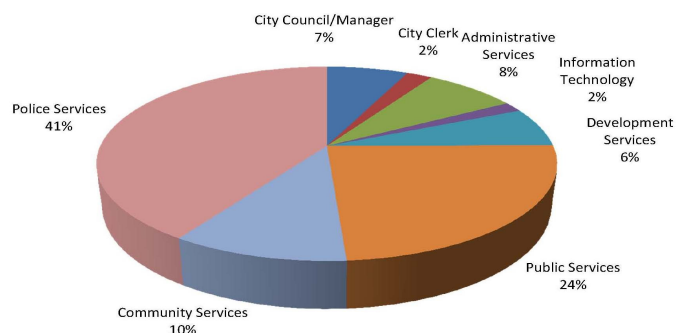
CITY OF LAGUNA HILLS
ABRIDGED BALANCE SHEET - GOVERNMENTAL FUNDS
MARCH 31, 2014

ASSETS	
Cash and investments	\$ 8,061,885
Receivables:	
Accounts	215,190
Interest	5,937
Due from other governments	252,219
Prepaid items	44,439
Total assets	\$ 8,579,671
LIABILITIES AND FUND BALANCES	
Liabilities:	
Accounts payable	\$ 1,699,190
Refundable deposits to contractors	299,543
Deferred revenue	144,619
Trust accounts	9,494
Total liabilities	2,152,845
Fund balances:	6,426,825
Total liabilities and fund balances	\$ 8,579,671

REVENUES -
General Fund &
Special Revenue Funds
FY 2013/14,
As of 03/31/14



OPERATING
EXPENDITURES
FY 2013/14,
As of 03/31/14



CITY OF LAGUNA HILLS
GOVERNMENTAL FUNDS

STATEMENT OF WORKING FUNDS
AS OF MARCH 31, 2014

Fund Balance

General Fund	\$ 8,369,339
Measure M Fairshare & Competitive	88,640
CARITS	644,208
Senior Mobility Program	48,773
Beverage Recycling	44,796
CR&R Recycling	26
C&D Forfeited Deposits	36,453
AB 939 Surcharge Grant	2,891
Public Art Fund	(245,214)
Law Enforcement Special Revenue Funds	6,549
Grants & Contributions	126,391
Debt Service	1,815,076
Total Beginning Fund Balance, as of July 1, 2013	<u>10,937,928</u>

Net Change in Fund Balance, as of March 31, 2014 (4,511,103)

Total Fund Balance, as of March 31, 2014 **\$ 6,426,825**

Disposition of Working Funds

Total Cash and Demand Deposits	\$ 554,176
Total Investments	<u>7,507,710</u>
Total Cash and Investments (for details see Treasurer's Report)	8,061,885
Receivables Net of Liabilities	<u>(1,635,061)</u>

Total Fund Balance, as of March 31, 2014 **\$ 6,426,825**

The Quarter End Financial Management Report for the Third Quarter of Fiscal Year 2013-14 is hereby submitted. The accounts of the City are organized on the basis of funds, each of which is considered a separate accounting entity. To the best of our knowledge and belief, the above information is reported in a manner that presents fairly the financial position and results of operation of the Governmental Funds of the City of Laguna Hills as of March 31, 2014.

Respectfully submitted,

original signed

Donald J. White
Assistant City Manager

May 7, 2014

Date

TREASURER'S INVESTMENT REPORT - ALL FUNDS (CONDENSED)
FOR THE 3RD QUARTER ENDED MARCH 31, 2014

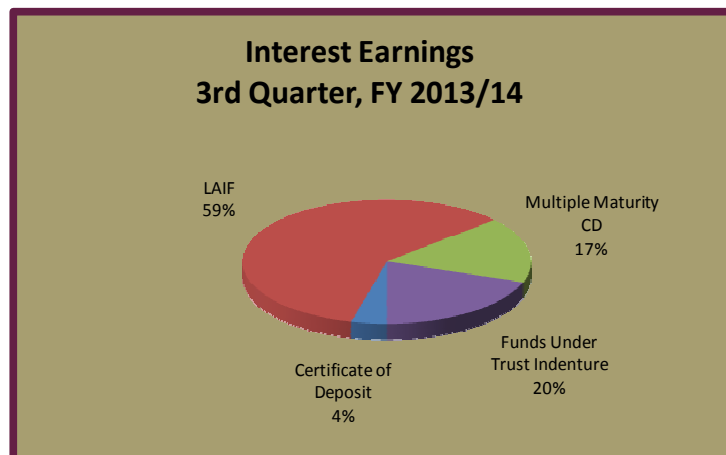
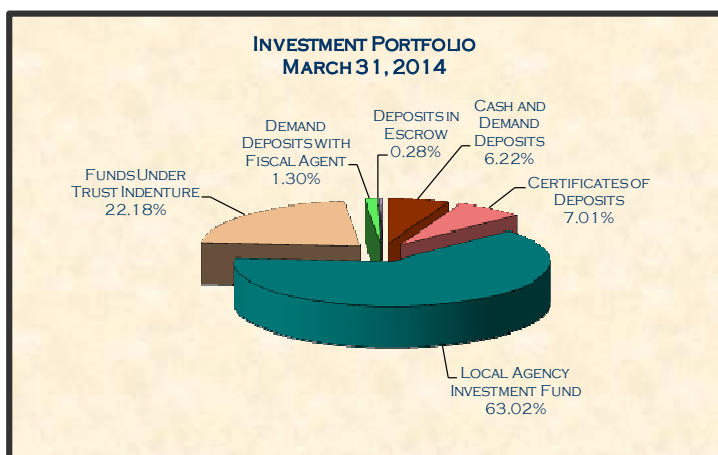
Cash and Investments by Type	3rd Quarter Beginning Book Value	Deposits	Withdrawals	3rd Quarter Ending Book Value	3rd Quarter Interest Income
Cash on Hand	\$ 1,750	\$ -	\$ -	\$ 1,750	\$ -
Demand Deposits	689,826	6,095,004	6,280,101	504,729	-
Certificates of Deposits	500,000	-	-	500,000	207
Multiple Maturity Certificates of Deposits	70,502	-	-	70,502	891
State Treasurer's Investment Fund	5,628,626	2,830	500,000	5,131,456	3,119
Funds Under Trust Indenture	1,806,858	1,503,688	1,504,794	1,805,751	1,026
Demand Deposits with Fiscal Agent	144,382	281,181	319,423	106,140	-
Deposits in Escrow	563	22,007	-	22,570	-
TOTAL	\$ 8,842,507	\$ 7,904,709	\$ 8,604,317	\$ 8,142,899	\$ 5,243

The City's investment policy approved by Council resolution is the prevailing guideline in managing investments. Short-term excess cash is currently invested primarily in the Local Agency Investment Fund (LAIF) administered by the State Treasurer. Held under trust indenture by The Bank of New York Mellon Trust Company, N.A, is a Reserve Fund established to secure the timely payment of principal and interest represented by the 2010 Refinancing Project bond issues.

The following is the summary of the cash and investments for the 3rd quarter ended March 31, 2014, compared with the same period of the previous fiscal year:

	March 31, 2014	March 31, 2013
Cash on hand	\$ 1,750	\$ 1,750
Pooled Deposits:		
Demand Deposits	610,869	752,309
Certificates of Deposits	570,502	820,502
Total Pooled Deposits	1,181,372	1,572,811
Pooled Investments:		
Local Agency Investment Fund	5,131,456	4,217,906
Restricted Cash and Investments:		
Local Agency Investment Fund	1,805,164	1,812,712
Demand Deposits	23,157	172,780
Total Cash and Investments	\$ 8,142,899	\$ 7,777,960

We believe the City's portfolio provides sufficient cash flow liquidity to meet the next six months of the City's projected operating expenditures.



3.9 PROGRESS PAYMENT NO. 4 FOR LA PAZ OPEN SPACE PROJECT, CIP NO. 615A

THE CITY COUNCIL APPROVED PROGRESS PAYMENT NO. 4, IN THE NET AMOUNT OF \$109,234.05 TO ENVIRONMENTAL CONSTRUCTION, INC., FOR LA PAZ OPEN SPACE IMPROVEMENTS, CIP NO. 615A.

3.10 ONE-YEAR EXTENSION TO THE AGREEMENT FOR FACILITY OPERATIONS OF THE ROLLER HOCKEY RINK WITH CSHA, INC.- ORANGEWOOD

THE CITY COUNCIL APPROVED A ONE-YEAR EXTENSION TO THE AGREEMENT FOR FACILITY OPERATIONS OF THE ROLLER HOCKEY RINK WITH CSHA, INC. - ORANGEWOOD, AND AUTHORIZED THE CITY MANAGER TO SEND A LETTER TO CSHA, INC. - ORANGEWOOD TO ACKNOWLEDGE THE EXTENSION.

4. PLANNING AGENCY

Mayor Blount recessed the City Council meeting and acting in the capacity of Chair, called the regular meeting of the Planning Agency of the City of Laguna Hills, California, to order at 7:42 PM.

4.1 ROLL CALL OF PLANNING AGENCY MEMBERS

Present: Chair Blount, Vice Chair Gilbert, Agency Member Carruth, and Agency Member Kogerman

Absent: Agency Member Bressette

4.2 PUBLIC COMMENTS

There were no Public Comments.

4.3 APPROVAL OF MINUTES FOR APRIL 8, 2014

THE PLANNING AGENCY APPROVED THE MINUTES OF THE APRIL 8, 2014, REGULAR MEETING, BY M/AGENCY MEMBER CARRUTH, S/AGENCY MEMBER KOGERMAN.

APPROVED BY A VOTE OF 4-0-1 (AGENCY MEMBER BRESSETTE ABSENT).

4.4 ADMINISTRATIVE REPORTS

There were no Administrative Reports.

4.5 PLANNING AGENCY PUBLIC HEARINGS

There were no Public Hearings.

PLANNING AGENCY ADJOURNMENT

Mayor Blount reconvened the City Council meeting at 7:43 PM. All Council Members were present, with the exception of Council Member Bressette.

5. CITY COUNCIL PUBLIC HEARINGS

- 5.1 ADOPTION OF A NEGATIVE DECLARATION AND APPROVAL OF CASE NO. GPA/ZC/ZTA 06-13-2608, (I) AN AMENDMENT TO THE LAGUNA HILLS GENERAL PLAN LAND USE ELEMENT TO INCREASE THE ALLOWABLE BUILDING DENSITY/INTENSITY FOR HOTEL USES WITHIN THE FREEWAY COMMERCIAL AND MIXED USE GENERAL PLAN LAND USE DISTRICTS AND TO ENACT POLICIES TO ENCOURAGE TARGETED INFILL DEVELOPMENT AND THE DEVELOPMENT OF HOTEL USES ON CERTAIN PROPERTIES WITH PROXIMITY TO, AND VISIBILITY FROM, THE I-5 FREEWAY, AND (II) AN AMENDMENT TO THE LAGUNA HILLS DEVELOPMENT CODE AND ZONING MAP TO ESTABLISH A NEW "HOSPITALITY OVERLAY ZONE" OVERLAY DISTRICT AND RELATED ALTERNATIVE DEVELOPMENT STANDARDS PERTAINING TO BUILDING SETBACKS, HEIGHT, AND FLOOR AREA RATIO FOR HOTEL USES OVER AN AREA OF +/- 19 ACRES GENERALLY LOCATED SOUTH OF LAKE FOREST DRIVE AND WEST OF AVENIDA DE LA CARLOTA

Mayor Blount opened the Public Hearing. There were no requests to speak from the audience.

**THE CITY COUNCIL MADE A MOTION TO CONTINUE THE PUBLIC HEARING TO A DATE CERTAIN OF MAY 13, 2014, BY M/COUNCIL MEMBER KOGERMAN, S/COUNCIL MEMBER CARRUTH.
APPROVED BY A VOTE OF 4-0-1 (COUNCIL MEMBER BRESSETTE ABSENT).**

6. ADMINISTRATIVE REPORTS

6.1 City Manager

6.1.1 LEASE PROPOSAL FROM WALGREEN COMPANY

**THE CITY COUNCIL MADE A MOTION TO RECEIVE AND FILE THE REPORT, BY M/COUNCIL MEMBER CARRUTH, S/MAYOR PRO TEMPORE GILBERT.
APPROVED BY A VOTE OF 4-0-1 (COUNCIL MEMBER BRESSETTE ABSENT).**



City of Laguna Hills City Council Meeting Agenda Staff Report

DATE: MAY 13, 2014

TO: CHAIR AND AGENCY MEMBERS

**FROM: DAVID CHANTARANGSU, AICP
DIRECTOR OF COMMUNITY DEVELOPMENT**

ISSUE: SITE DEVELOPMENT PERMIT AND MASTER SIGN PROGRAM NO. 02-14-2796, A REQUEST BY KEITH MORRISSEY ON BEHALF OF MEMORIALCARE HEALTH SYSTEM TO ESTABLISH A MASTER SIGN PROGRAM FOR THE BUILDING LOCATED AT 24302 PASEO DE VALENCIA IN THE (VC) VILLAGE COMMERCIAL ZONING DISTRICT.

RECOMMENDATION: THAT THE PLANNING AGENCY: (1) CONDUCT A PUBLIC HEARING FOR SITE DEVELOPMENT PERMIT AND MASTER SIGN PROGRAM NO. 02-14-2796; AND (2) ADOPT A RESOLUTION ENTITLED: "A RESOLUTION OF THE PLANNING AGENCY OF THE CITY OF LAGUNA HILLS, CALIFORNIA, APPROVING SITE DEVELOPMENT PERMIT AND MASTER SIGN PROGRAM NO. 02-14-2796, A REQUEST BY KEITH MORRISSEY ON BEHALF OF MEMORIALCARE HEALTH SYSTEM TO ESTABLISH A MASTER SIGN PROGRAM FOR THE BUILDING LOCATED AT 24302 PASEO DE VALENCIA IN THE (VC) VILLAGE COMMERCIAL ZONING DISTRICT."

SUMMARY:

The Applicant, Keith Morrissey on behalf of MemorialCare Health System, is requesting approval to establish a master sign program for the two story medical office building located at 24302 Paseo de Valencia in the City's Village Commercial (VC) zoning district. The proposed master sign program will establish a comprehensive plan for signage on the subject property and will address tenant identification signs, a monument sign, and directional signs. One deviation from the City's sign code is being requested, which will allow for a greater amount of aggregate wall signage for the primary tenant of the building. Conditions of approval have been added to ensure that minor corrections are made by the Applicant to clarify information in the master sign program (as described in this report) prior to issuance of a sign permit.

Staff has reviewed the Applicant's proposal and found that it is consistent with the General Plan's goals and strategies, and with the Code, subject to approval of the requested

deviation. Staff has also reviewed this project for compliance with the California Environmental Quality Act (CEQA) and determined that this project is exempt from environmental review pursuant to a Class 1, Existing Facilities Exemption (Section 15301 of Title 14, Chapter 3 of the California Code of Regulations), which exempts projects that consist of the licensing, permitting, leasing, or minor alteration of an existing structure, and a Class 11, Accessory Structures Exemption (Section 15311 of Title 14, Chapter 3 of the California Code of Regulations), which exempts projects that involve construction or placement of on-premise signs. Conditions of approval have been added to ensure that this project will not result in any significant and adverse impacts to the public health, safety, and general welfare. Therefore, staff is recommending approval of SDP/MSP-02-14-2796.

BACKGROUND:

The subject property is located at 24302 Paseo de Valencia near the corner of Calle de la Plata and Paseo de Valencia in the City's Village Commercial (VC) zone. The property is developed with a two-story medical and professional office building that is commonly known as the MemorialCare Cancer Institute ("MemorialCare"). Until recently, ingress and egress to the property was provided by two shared driveways with the adjacent property at 24300 Paseo de Valencia, owned and occupied by Farmers and Merchants Bank ("F&M Bank"). The first driveway provided ingress and egress from Paseo de Valencia, and the second driveway provided the same from Calle de la Plata. In order to ensure that street access and internal circulation between the two properties would remain in perpetuity, a Reciprocal Easement Agreement was recorded in 1985. In July of 2010, F&M Bank received approval to make parking lot improvements that included a modification of the driveway off of Paseo de Valencia, turning it into an "exit only" driveway. As a result, the driveway off of Calle de la Plata became the only point of ingress for both properties. As a practical matter, the F&M Bank property and the MemorialCare property function as one site for the purposes of access, parking, and on-site circulation. In May of 2013, MemorialCare began an extensive renovation on the building, including a 3,200 square foot addition. A new master sign program was not submitted at that time and with the renovation nearing



completion, this application seeks to establish a master sign program for the three future tenants of the building, one of which includes MemorialCare's Cancer Institute.

PROJECT DESCRIPTION & ANALYSIS:

The goal of the proposed master sign program is to establish sign design criteria for the three tenants of the MemorialCare building, as well as for the monument and directional signage on the property.

Tenant Identification Signs:

The primary tenant of the building will be allowed a total of three wall signs (1 per elevation on the north, south, and west sides of the building) for the purpose of identifying the business. The largest sign will face Paseo de Valencia and will be allowed up to 120 square feet in size. The other two wall signs will be allowed up to 85 square feet in size, for a total of 290 square feet of wall signage allowed for the primary tenant.

Development Code vs. Request Comparison Table		
Sign Type	Development Code Max Aggregate Area	Proposed Max Aggregate Area
Tenant ID Signs	150 square feet per business	290 square feet

The secondary tenant of the building (as determined by the property owner), will be allowed one wall sign up to 18 square feet in size on the building elevation facing Paseo de Valencia.

Finally, the tertiary tenant of the building (also determined by the property owner) will be allowed two wall signs: one up to 24 square feet facing Paseo de Valencia, and the other up to 30 square feet facing Calle de la Plata.

Monument Sign and Directional Signs:

One 36 square foot monument sign is proposed to be located in the landscaped area on the western edge of the property along Paseo de Valencia. This sign will be constructed with a stone veneer that is similar to the existing monument sign on Paseo de Valencia for Saddleback Memorial Medical Center. The Applicant has not provided a color and materials board in order for staff to evaluate the compatibility of the proposed stone veneer, so **Condition No. 13** has been added requiring the Applicant to provide a sample to the Community Development Director for review and approval prior to issuance of a sign permit.

Development Code vs. Request Comparison Table		
Sign Type	Development Code Max Area/Height	Proposed Max Area/Height
Monument Sign	40 s.f./4 ft. tall	36 s.f./4 ft. tall

Two double-sided directional signs are proposed for the site that will identify tenants of the building and provide directions to help patrons navigate to the entrance of the property. Although they are called directional signs in the master sign program, they are designed as a hybrid between a directional sign (which provides wayfinding) and a directory sign (which identifies the names of tenants in a building).

In determining appropriate development standards for these signs, classifying them as “directory” signs is more appropriate, since the names of the building tenants are most prominent on the sign. Otherwise, the signs are referred to as “directional” signs in the master sign program. The first directional

Development Code vs. Request Comparison Table		
Sign Type	Development Code Max Area/Height	Proposed Max Area/Height
Directory Sign	24 s.f./8 ft. tall	21.5 s.f./6-8 ft. tall

sign will be located along Paseo de Valencia in place of an existing monument sign that is situated near an “exit only” driveway that services both the MemorialCare and F&M Bank properties. This sign is shown to be approximately eight feet tall (including the base), 21.5 square feet in size, and contains area for identifying all three MemorialCare tenants. Upon visiting the property, staff found that the proposed master sign program does not accurately show the true height of this sign, as the concrete footing of the sign sits on top of an approximately thirty-inch berm. As a result, the sign will be approximately 9-10 feet tall when viewed from the sidewalk. Staff is recommending that this sign be revised to be a maximum of six feet in height as measured from the top of the sign to finished grade. **Condition No. 14** has been added requiring the Applicant to submit this revision to the Community Development Director for review and approval prior to issuance of a sign permit.

A second directional sign will be located on the F&M Bank property in a landscaped area next to the driveway that serves as the main entrance to both properties. This sign will be up to six feet tall, 21.5 square feet in size and contain area for identifying F&M Bank and two MemorialCare tenants. Although the Applicant is proposing a sign that is not located on MemorialCare property, F&M Bank has agreed to the location of the sign on their property in a letter dated May 20, 2013 (included as **Attachment 3**). The Planning Agency granted a similar request in 2012, when a request was made for a tenant panel to be included on the Ashley Furniture center monument sign on El Toro Road advertising the Laguna Hills Lodge. In considering that request, staff evaluated the relationship between the Laguna Hills Lodge, Ashley Furniture center, and the Civic Center, and determined that because “...the properties share access at several points and is like one property despite the fact that the three uses function independently and are on separate parcels.” The same rationale can be applied to the MemorialCare and F&M Bank properties considering they both share one entrance driveway off of Calle de la Plata. Further, both of the proposed directional signs will help support the ingress/egress modifications (i.e., closure of the Paseo de Valencia driveway to ingress traffic) that were approved by the Planning Agency in 2010 and make the site easier to navigate.

Deviation from the Sign Code:

While the majority of the proposed master sign program is consistent with the standards in the City's sign code, the Applicant is requesting that one deviation be approved by the Planning Agency. A total of 290 square feet of wall signage is being requested for the primary tenant of the building where the City's sign code allows for a maximum of 150 square feet of wall signage per tenant. Staff believes the additional wall sign area is appropriate for the primary tenant for two reasons. First, the MemorialCare property is owned by Saddleback Memorial Medical Center, but is separated from the main medical center campus. The additional wall sign area will help the building distinguish itself as part of the medical center and help visitors identify the building as such. Second, the size of the proposed wall signs help establish a hierarchy between the primary, secondary, and tertiary tenants while remaining proportionate to the building and maintaining design consistency for each tenant.

PUBLIC COMMENT:

A total of 89 public hearing notices were mailed to surrounding property owners within a 300' radius of the subject site. To date, no comments have been received.

CEQA FINDINGS:

Staff has reviewed the proposed project for compliance with the California Environmental Quality Act (CEQA) and determined that this project is categorically exempt from CEQA pursuant to Sections 15301 and 15311 of Title 14, Chapter 3 of the California Code of Regulations (Class 1, Existing Facilities and Class 11, Accessory Structures). A Class 1 categorical exemption applies to projects that consist of the licensing, permitting, leasing, or minor alterations to an existing structure and a Class 11 categorical exemption applies projects involving construction or placement of on-premise signs.

CONCLUSION:

The proposed project will establish a comprehensive plan for signage on the MemorialCare building and surrounding property. The tenant identification signs depicted in the master sign program establish a clear hierarchy between the three tenants of the building without being disproportionate to the building. The proposed monument sign facing Paseo de Valencia is similar in design to the nearby monument sign for the Saddleback Memorial Medical Center, which ensures its compatibility with the surrounding area. The proposed directional signs are within the Code's requirements and will help patrons navigate the site. In conclusion, staff has determined that this project is in compliance with all other requirements of the Development Code and General Plan, so approval of SDP/MSP-02-14-2796 is warranted.

ATTACHMENTS:

1. Resolution of Approval
2. Letter of Justification submitted by the Applicant
3. Authorization letter from F&M Bank
4. Proposed master sign program



SDP/MSP-02-14-2796

Attachment #1

Resolution of Approval

RESOLUTION NO. PA2014-

A RESOLUTION OF THE PLANNING AGENCY OF THE CITY OF LAGUNA HILLS, CALIFORNIA, APPROVING SITE DEVELOPMENT PERMIT AND MASTER SIGN PROGRAM NO. 02-14-2796, A REQUEST BY KEITH MORRISSEY ON BEHALF OF MEMORIALCARE HEALTH SYSTEM TO ESTABLISH A MASTER SIGN PROGRAM FOR THE BUILDING LOCATED AT 24302 PASEO DE VALENCIA IN THE (VC) VILLAGE COMMERCIAL ZONING DISTRICT.

The Planning Agency of the City of Laguna Hills, California, hereby finds, determines, declares, and resolves as follows:

WHEREAS, an application for Site Development Permit (SDP) and Master Sign Program (MSP) No. 02-14-2796 has been received from Keith Morrissey on behalf of MemorialCare Health System (collectively referred to as the "Applicant") to establish a new master sign program for the building located at 24302 Paseo de Valencia in the (VC) Village Commercial zoning district; and

WHEREAS, SDP/MSP-02-14-2796 is hereby found to be categorically exempt from the requirements of the California Environmental Quality Act (CEQA) in accordance with the Class 1, Existing Facilities exemption, Section 15301 of Title 14, Chapter 3 of the California Code of Regulations, since the project involves permitting, leasing, and minor alteration of an existing structure; and

WHEREAS, the Planning Agency has considered evidence presented by the Community Development Department, the Applicant, and other interested parties with respect to the subject application at a public hearing held on May 13, 2014.

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

SECTION 1. The above recitals are true and correct, and are incorporated herein.

SECTION 2. That the required findings by the City for approval of SDP/MSP-02-14-2796 have been met and made as follows:

Site Development Permit & Master Sign Program:

1. That the site design complies with standards of the Development Code:

The subject property was developed under County jurisdiction in compliance with the applicable zoning and development standards of the time. As part of the review process for an extensive remodel in 2013, the property was verified to be in compliance with the standards of the City's Development Code and Urban Village Specific Plan. The

proposed project will improve the overall design of the site by implementing design regulations for signs on the property and by adding directional signs that will help patrons navigate the property.

2. That the site is suitable for the proposed development:

The project site is an existing two-story medical and professional office building near the intersection of Paseo de Valencia and Calle de la Plata. The building is currently undergoing a renovation and does not have signs on the building. The Applicant's proposal has shown that the building can accommodate six tenant identification signs, and that the surrounding property can accommodate one monument sign, and two directional signs without negative impacts. Therefore, the subject site is suitable for the proposed project.

3. That the project is consistent with the General Plan and applicable design guidelines:

The General Plan designation for the project site is Village Commercial, which is "envisioned as a master planned area containing specific design standards and policies that enhance pedestrian and vehicular circulation within the currently developed area." This vision is implemented by the Urban Village Specific Plan and by the City's Development Code, which contains design guidelines for signs addressing size, location, proportionality, and height. The proposed master sign program is generally consistent with these standards, although the Applicant is requesting to deviate from the Code's maximum aggregate amount of wall signage allocated to one tenant. This request is being made pursuant to Section 9-42.130 of the Development Code, which allows deviations to be requested from the Planning Agency. Outside of this request, the proposed master sign program is consistent with the General Plan and applicable design guidelines.

4. That the site design and structural components are appropriate for the site and function of the proposed uses:

The proposed master sign program does not require structural components of the building to be modified in order to accommodate the proposed signs. The Applicant has provided details on how each sign will be safely and securely attached to the building and inspections will be conducted as part of the permitting process to ensure that each sign is

attached in accordance with the California Building Code. Additionally, the proposed master sign program will help improve the existing site design by ensuring that future tenants of the building are able to advertise themselves and by adding directional signage to the site to help patrons navigate the site. Therefore, the site design and structural components are appropriate for the proposed master sign program.

5. That the design and application of the sign criteria required by the Development Code are satisfied by the proposed sign program:

The Development Code limits the total amount of wall signage that any one tenant can have to 150 square feet. The Applicant is requesting a deviation from this requirement through the procedure allowed in Section 9-42.180 of the Development Code to allow the building's primary tenant a total of 290 square feet in order to better distinguish themselves as the primary tenant and in order to advertise their business on three elevations of the building. All other sign criteria required by the Development Code have been satisfied in the proposed sign program.

6. That the sign program provides a compatible and harmonious design between advertising, landscaping, and building design:

The proposed sign program draws inspiration from the signs approved for the Saddleback Memorial Medical Center, which helps contribute towards a harmonious design aesthetic for the area. For the signs that are proposed for the subject building, the proposed sign program establishes a clear hierarchy between primary, secondary, and tertiary tenants while ensuring the signs will be proportionate to the building elevation they are installed on. Finally, the sign program will allow for a monument sign and two directional signs to be installed in landscaped areas where they will help patrons navigate to the property. Therefore, the proposed sign program will provide a compatible and harmonious design between advertising, landscaping, and building design.

NOW, THEREFORE, based upon the above findings, the Planning Agency of the City of Laguna Hills does hereby approve Site Development Permit and Master Sign Program No. 02-14-2796 subject to the following Conditions of Approval:

Standard Conditions

1. The following Conditions of Approval shall be binding on and enforceable against, and, whenever used herein, the term "Applicant" shall mean and refer to, each of the following: the project Applicant, Keith Morrissey on behalf of MemorialCare Health System, the owner(s) and tenants(s) of the property, and each of their respective successors and assigns.
2. Unless the context dictates otherwise, whenever the term "this Permit" is used in these conditions of approval, it shall collectively refer to the Site Development Permit and Master Sign Program approved by the City of Laguna Hills Planning Agency pursuant to Site Development Permit and Master Sign Program No. 02-14-2796.
3. This Permit constitutes approval of the proposed project only to the extent that it complies with the City's Development Code and any other applicable zoning regulations. Approval does not include any action or finding as to compliance of the project with any other applicable ordinance, regulation, or requirement.
4. Failure to abide by and faithfully comply with any and all Conditions of Approval by the Applicant shall constitute grounds for the modification or revocation of this Permit.
5. To the fullest extent permitted by law, the Applicant shall, at its sole cost and expense, protect, defend, indemnify, and hold harmless the City, its elected and appointed officers and officials, employees, agents, departments, agencies, authorized volunteers, consultants, boards, commissions, and committees, and instrumentalities thereof ("Indemnitees"), from and against any and all claims, liabilities, losses, fines, demands, penalties, lawsuits, writs of mandamus, and any other claims or actions or proceedings of any kind whatsoever (whether legal, equitable, declaratory, administrative or adjudicatory in nature), and alternative dispute resolution procedures (including, but not limited to, arbitrations, mediations, and other such procedures), judgments, orders and decisions (collectively "Claims" and "Actions"), brought against the Indemnitees, which seek to attack, challenge, modify, set aside, void, or annul any action of or any permit or approval issued by the Indemnitees (including actions approved by the voters of the City) for, in connection with, or concerning the approval of this Permit. It is expressly understood and agreed that the City shall have the right to approve, which approval will not be unreasonably withheld, the legal counsel providing the defense of the Indemnitees for the Claims and Actions, and that the Applicant shall promptly reimburse the City for all costs and expenses directly and necessarily incurred by the City in the course of the defense, including reasonable attorneys' fees. The City shall promptly notify the Applicant of any Claims and Actions brought against the Indemnitees and shall

cooperate in the defense of any such Claims and Actions. If the Applicant fails to so defend the Claims and Actions, the City shall have the right but not the obligation to do so and, if it does, the Applicant shall promptly pay the City's full cost thereof.

6. Pursuant to Government Code Section 66020, the Applicant is informed that the 90-day period in which the Applicant may protest the fees, dedications, reservation or other exaction imposed on this Permit has begun.
7. This Permit shall not become effective unless and until the Applicant provides written acknowledgment to the Community Development Director that they have received a copy of, and accepted these conditions of approval. The signed acknowledgment and approval must be provided to the City within 14 days of final approval of this Permit.
8. The Applicant is responsible for paying all charges related to the processing of this Permit within 30 days of the issuance of the final invoice or prior to the issuance of building permits for this project, whichever occurs first. Failure to pay all charges shall result in delays in the issuance of required permits or the revocation of the approval of this Permit.
9. This Permit is valid for a period of two years from the date of final determination. If the project approved by this Permit is not established within such a period of time, this approval shall be terminated and shall be null and void.

Planning

10. Prior to occupancy or issuance of a sign permit, all tenants of the MemorialCare Cancer Institute building shall apply for and obtain a Certificate of Use and Occupancy that has been reviewed and approved by the Community Development Director.
11. Except as provided by this permit, all signs shall comply with Chapter 9-42 of the Laguna Hills Municipal Code and shall be maintained to prevent deterioration and disrepair.
12. All signs shall comply with the lighting requirements in Chapter 9-42.060 of the Laguna Hills Municipal Code.
13. Prior to issuance of a sign permit, the Applicant shall provide to the Community Development Director for review and approval a sample of the stone veneer proposed to be used for the monument sign depicted as "Sign F" in the master sign program.
14. Prior to issuance of a sign permit, the Applicant shall revise the directional sign on Paseo de Valencia, depicted as "Sign G", and all other affected pages in the master sign program, to be no greater than six feet in height as measured from the top of the sign to

finished grade. This revision shall be reviewed and approved by the Community Development Director.

15. Prior to issuance of a sign permit, the Applicant shall revise the master sign program so that all signs depicting area for sign copy specify where each tenant may display advertising (e.g., tenant panels). This revision shall be reviewed and approved by the Community Development Director.

Building

16. The Applicant shall be responsible for ensuring applicable building permits are obtained as required by Section 105 of the 2013 California Building Code (see work exempt from permits) prior to commencement of any work for which a permit is required.

Public Services

No comments.

Police Services

No comments.

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PASSED, APPROVED, AND ADOPTED this 13th day of May 2014.

ANDREW BLOUNT, CHAIR

ATTEST:

PEGGY J. JOHNS, CITY CLERK

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

I, Peggy J. Johns, City Clerk of the City of Laguna Hills, California, DO
HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution
No. PA2014- adopted by the Planning Agency of the City of Laguna Hills, California, at
a Regular Meeting thereof held on the 13th day of May, 2014, by the following vote:

AYES:

NOES:

ABSENT:

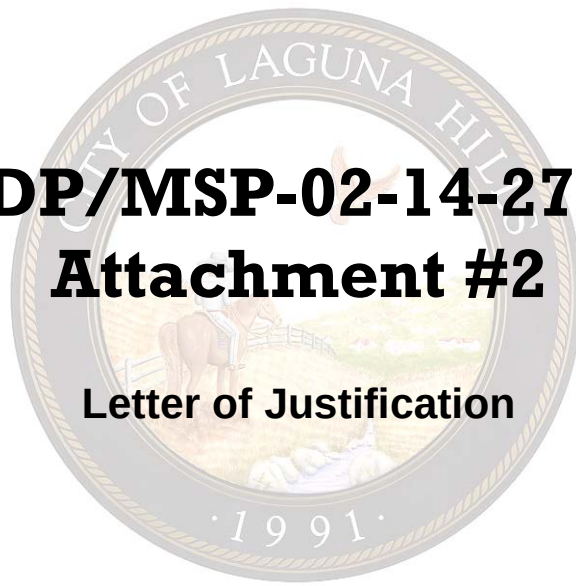
ABSTAIN:

PEGGY J. JOHNS, CITY CLERK

SDP/MSP-02-14-2796

Attachment #2

Letter of Justification





Master Sign Program Application
24302 Paseo De Valencia, Laguna Hills
February 12, 2014

The property owners, MemorialCare Health System, are requesting your consideration of their Master Sign Program at the location of their new Cancer Center.

The property currently does not have a Master Sign Program and in an effort to develop a plan for current and future tenants, we have carefully reviewed the standards for building signage and directional signage that are currently allowed in the city of Laguna Hills. We have put together a comprehensive plan that we feel fits the needs of the community and maintains high design and aesthetic standards. Due to the large scale of the building and the restricted access to the property, we feel our request for larger signs is necessary for the public to easily identify the building and more importantly, allow for safe traffic flow around the property.

The building signage requested exceeds the current allowance, but is in scale with the size of the building and is compatible with the building architecture and surrounding land uses.

The 2 directional signs and one monument sign are also larger than the current city standards, however, in an effort to keep signage consistent along that street, we designed these signs to mimic existing signs that were allowed when MemorialCare built the parking structure (photos attached). The monument is significantly smaller to better fit the property. We are removing one large monument sign and proposing a new one needed to notify vehicular traffic to not use the driveway they are approaching as it is an exit only, and then adding a new monument to the only entrance to the property. This entrance is actually adjacent to another business, as a shared parking lot needs to be crossed to get to MemorialCare's building. There is a formal agreement with Farmer's Merchant's Bank to allow this sign on their property and we have included them on this sign at no expense to them.

We appreciate your consideration of our application and are happy to provide any further photos or drawings if you feel more explanation is necessary. MemorialCare has a long history in Laguna Hills and is excited to bring this state of the art facility to help the residents of the area receive the best health care possible. We look forward to your response.

Sincerely

A handwritten signature in blue ink that reads "Keith Morrissey".

Keith Morrissey
Sign Design

The seal of the City of Laguna Hills is a circular emblem. It features a central illustration of a horse and rider in a field, with a sun rising over hills in the background. The words "CITY OF LAGUNA HILLS" are inscribed around the top inner edge of the seal, and "1991" is at the bottom. The seal is rendered in a light, faded gray.

SDP/MSP-02-14-2796
Attachment #3

Letter of Authorization from F&M Bank



May 20, 2013

Saddleback Memorial Care Center

RE: Directional Sign/La Plata Entrance

To Whom It May Concern:

Farmers and Merchants Bank permits permission for directional sign to be installed at the La Plata entrance of the common parking lot with the following conditions:

- The directional/monument sign will be erected as large as the city permits
- Farmers and Merchants Bank reserves the right to the top location of sign
- Saddleback Memorial shall be responsible for the maintenance and repair of sign.

Saddleback Memorial Medical Center

Stephen B. Gend Stephen B. Gend 5/20/13
Name Signature Date

Farmers and Merchants Bank

Daniel K. Walker Daniel K. Walker 5/20/13
Name Signature Date

302 Pine Avenue
Long Beach,
California 90802
Tel: (562) 437-0011
Fax: (562) 437-8672

The background features a faint, circular seal of the City of Laguna Hills. The seal's outer ring contains the text "CITY OF LAGUNA HILLS" at the top and "1991" at the bottom. The central image of the seal depicts a landscape with a horse, a fence, and a body of water.

SDP/MSP-02-14-2796
Attachment #4

Proposed Master Sign Program

Master Sign Program

For Office / Medical / Professional Building Located at
24302 Paseo de Valencia, Laguna Hills, CA 92653

Property Owner Contact:
Bob Parco
Executive Director Building Services
MemorialCare Health System
24451 Health Center Drive
Laguna Hills, CA 92653
949-452-3792

PREPARED BY
SIGNdesign
18175 EUCLID STREET
FOUNTAIN VALLEY, CA 92708
714.893.2144

DATE
January 29, 2014
May 6, 2014

SHEET NUMBER
1 OF 22

PROJECT DESCRIPTION

A two-story office / medical / professional building with primary frontage onto Paseo de Valencia, and secondary frontage with vehicle access from Calle de la Plata, the nearest cross street to the north. It should be noted that car traffic access is only available going northbound on Paseo de Valencia. Cars arriving southbound must turn onto Calle de la Plata in order to access the building. The building location presents a unique dilemma for traffic visibility as well as access, since when approaching from the north, the building is not visible from Paseo de Valencia, as it is blocked by an adjacent bank building on the corner. Note that when approaching the building from Calle de la Plata, vehicles must pass through the adjacent bank parking lot to reach the subject building’s parking area. This condition makes adequate tenant identification and directional information imperative from Calle de la Plata. Also due to the bank parking lot, the subject building’s setback is approximately 165 feet from the street, making adequate tenant building identification on this side imperative as well.

It is the intent of this Master Sign Program to specify signage for up to three tenants in the subject building, as well as monument and directional signs of an adequate size and height to provide for both vehicle and pedestrian visibility.

Master Sign Program

for Office / Medical / Professional Building Located at
24302 Paseo de Valencia, Laguna Hills, CA 92653

SIGN DESIGN CRITERIA

It is the intent of the building owner or his agent to establish and ensure a high-quality and consistent graphic environment for the building and the effected tenants. Therefore, the following standards for signs must be adhered to:

Exterior building signs will be limited to a maximum of three (3) tenants, with a hierarchy of PRIMARY, SECONDARY and TERTIARY. PRIMARY signage will be given to the building’s largest tenant based upon the square footage total. SECONDARY and TERTIARY signage will be determined by the building owner or their authorized agent, based upon name qualification, and the usage or service of the tenant in question.

In the case of a single tenant occupying the entire building, the PRIMARY sign standards will apply.

GENERAL GUIDELINES

All exterior signage must be submitted to the building owner/ agent for review and approval prior to submitting to the City Of Laguna Hills for permitting. Submittal must consist of professionally-prepared drawings, done to scale, and specifying all sizes, colors, finishes, materials, as well as method of attachment to the building. Non-approved drawings must be revised and re-submitted until written approval is obtained.

All exterior signs shall be permitted by the City of Laguna Hills prior to commencing with work. Owner/ agent reserves the right to reject work deemed to be of inferior quality, or non-conforming to the standards contained herein. Such work must be removed and replaced at the sole expense of the tenant.

Exterior signs must be fabricated and installed by a professional sign contractor, licensed to perform such work.

Tenant signage must be fabricated and installed using industry-standard procedures and practices, and must utilize the highest quality materials and finishes. Materials used must be non-corrosive, and paint finishes must be matte (flat) or satin, using professional-grade acrylic polyurethane, such as that manufactured by Matthews Paint Company.

Tenant is solely responsible for all expenses related to the design, permitting, fabrication and installation of their sign.

GENERAL REQUIREMENTS

All tenant exterior signage must consist of individual letters, fabricated from aluminum, at a depth of not more than three (3) inches. Professional symbol logos, used either with or without accompanying letters, are permissible. Letters and logos can be either internally (halo) illuminated, or non illuminated. If illuminated, light source must consist of low voltage light emitting diode (LED), warm white only. All electrical components are to be concealed, but accessible for servicing.

Colors of exterior signs are open to the tenant, subject to owner / agent written approval (See Prohibited Sign listing for color limitations).

Letters and logo maximum sizes are specified in these documents.

In the case of the SECONDARY and TERTIARY signs, sign elements may consist of router or laser-cut flat aluminum, at a thickness of not less than one-quarter (1/4) inch, nor more than three-quarter (3/4) inch. These elements shall be stud-mounted to the building wall using studs drilled into the back of each character. Characters may extend out from the wall surface up to a maximum of one (1) inch if increased visual depth is desired, but this not a requirement.

Locations for all signs on the building exterior are specified in these documents.

BUILDING DIRECTIONAL SIGNS

Due to the distance from the street, as well the orientation of entrances, this criteria allows for wall-mounted pedestrian directional signs to help guide people when approaching the building. These signs are specified herein as to location, size and materials.

FREESTANDING MONUMENT SIGN

A single concrete and stone monument sign wall is included in these documents, located adjacent to Paseo de Valencia. The monument sign structure is permanent and has a removable aluminum panel designed for tenant identification. This sign is intended for use as identification of either the building itself (i.e., “The Bradbury Professional Building”), or for identification of the major tenant, based upon square footage total, and at the discretion of the owner / agent. The sign is to have only one (1) user, and is not to be divided into multiple users. The sign graphics are to be contained within a rectangular, opaque backer, designed to be removable from the permanent wall structure as necessary for future change-out. The color(s) used on the backer and letters are open to the user based upon suitability, and at the discretion of the building owner / agent. Details on specifics are contained in these documents.

Master Sign Program

for Office / Medical / Professional Building Located at
24302 Paseo de Valencia, Laguna Hills, CA 92653

FREESTANDING DIRECTIONAL SIGNS

Because of the orientation of the building relative to access from the front and side street, as well as setback distance, a freestanding identification / directional sign is located adjacent to driveways from both Paseo de Valencia and Calle de la Plata. These signs are oriented to vehicles rather than pedestrians, and therefore have a larger presence, both in height and square footage, than a typical directional sign would have. Signs are double-sided with identification of three (3) tenants, as well as a directional arrow. The sign located on Calle de la Plata, along with the above information, would also include identification of the corner building user since their parking lot must be crossed in order to arrive at the subject building, which is confusing. These signs would spotlight illuminated.

WINDOW SIGNS

Each tenant with ground floor exterior windows shall be allowed one (1) window sign, comprised of white die-cut vinyl applied to the inside surface of the glazing. This sign is not intended for advertising, but may include a business logo up to six (6) inches in height. Letter size shall not exceed two (2) inches in height. In no case shall window signs exceed 20% of the respective window area. Letter style(s) shall be open to the tenant, based upon suitability, at the discretion of the building owner / agent. Window signs shall not be installed higher than sixty (60) inches above finished grade. A single color of vinyl for window signs, other than white, is allowable, but must be approved for use and suitability by the building owner / agent.

No window signs shall be installed without the prior written approval of the building owner or his agent.

DIRECTORY SIGNS

In the case of the building being divided into more than four (4) tenant spaces, i.e. multiple “executive suites”, an exterior, wall mounted directory listing would be permitted, adjacent to the primary entrance into the building. This directory would not exceed five (5) square feet in size, and would be non-illuminated, and must be professionally constructed using durable, weather-proof materials intended for this use.

PROHIBITED SIGNS

The following sign types and materials are prohibited for use:

- Sign cabinets with plastic faces, either illuminated or not.
- Individual letters with plastic faces, either illuminated or not.
- Trim cap retainers.
- Permanent signs attached to windows that take up more than 20% of the window area, other than business hours and emergency phone number(s), or as specified herein.
- Plastic (cut-out or formed) or wood craft letters for use anywhere on the exterior of the building.
- Vehicle signs or graphics, other than on vehicles in regular use for pick-up and delivery.
- A- frame or freestanding signs of any type, temporary or permanent, placed outside the building.
- Animated, flashing or motion signs of any type.
- Plastic laminates.
- Signs or graphics painted directly onto the building walls.
- Roof signs of any type.
- Exposed (visible) neon, light strips, L.E.D. lights or bulbs.
- Visible raceways, wireways, conduits, wiring, or electrical components used for signs.
- Billboards or supergraphics.
- Balloons or inflatable objects intended to attract or advertise a product or service.
- Low-density foam products cut into letters or shapes.
- Hi-gloss reflective finishes, fluorescent colors, and mirror finishes.
- Changeable copy signs.
- Audible signs or devices of any type.
- Temporary banners, except as allowed per city codes pertaining to such signs.

Master Sign Program

for Office / Medical / Professional Building Located at
24302 Paseo de Valencia, Laguna Hills, CA 92653

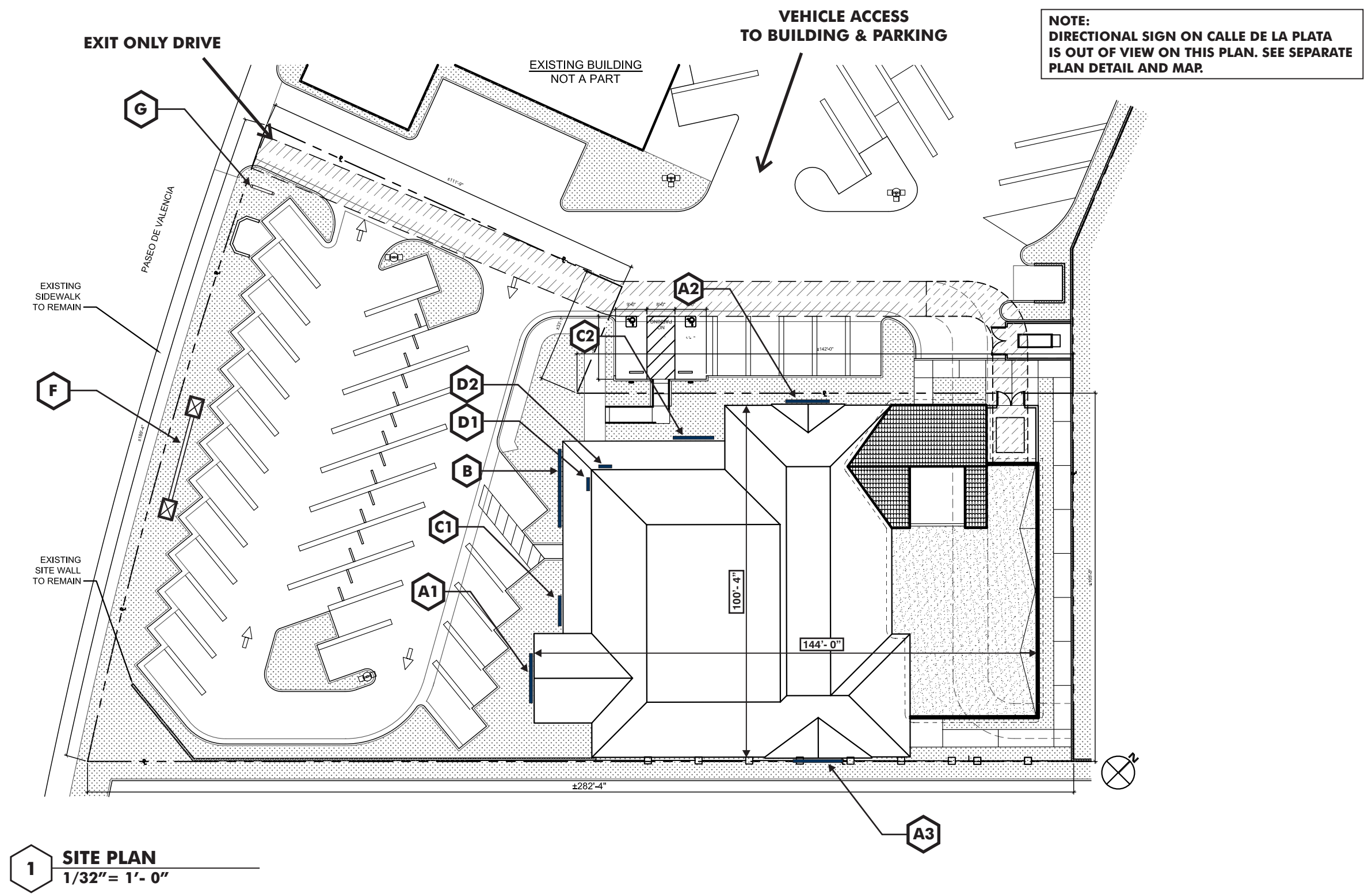
Type	Purpose	Description		Max. Sq. Ft.	Illum.	Qty.
A1	Primary Tenant ID Sign	Custom fabricated reverse pan channel letters and optional logo from aluminum, installed facing Paseo de Valencia.		120 Sq. Ft.	Halo or None	One
A2	Primary Tenant ID Sign	Custom fabricated reverse pan channel letters and optional logo from aluminum, installed facing Calle de la Plata.		85.0 Sq. Ft.	Halo or None	One
A3	Primary Tenant ID Sign	Custom fabricated reverse pan channel letters and optional logo from aluminum, installed onto East elevation.		85.0 Sq. Ft.	Halo or None	One
B	Secondary Tenant ID Sign	Custom fabricated reverse pan channel letters and optional logo from aluminum, installed facing Paseo de Valencia on first floor fascia. Optional flat cut-out style.		18.0 Sq. Ft.	Halo or None	One
C1	Tertiary Tenant ID Sign	Custom fabricated reverse pan channel letters and optional logo from aluminum, installed facing Paseo de Valencia on second floor fascia. Optional flat cut-out style.		24.0 Sq. Ft.	Halo or None	One
C2	Tertiary Tenant ID Sign	Custom fabricated reverse pan channel letters and optional logo from aluminum, installed facing Calle de la Plata on second floor fascia. Optional flat cut-out style.		30.0 Sq. Ft.	Halo or None	One
D	Building Address	Router-cut flat cut-out numbers from ½” thick aluminum plate stud-mounted to the wall. 15” high.		N/A	None	Two
			Building Sign Total	362 Sq. Ft.		
F	Monument Sign	Aluminum panel with backlit graphics integrated into landscape monument wall for identification of building or primary building tenant. Located parallel to Paseo de Valencia.		36.0 Sq. Ft.	Backlit / Spotlights	One
G	Traffic / ID Directional Sign	2-sided freestanding post and panel sign located at exit driveway onto property from Paseo de Valencia.		21.5 Sq. Ft.	Spotlights	One
H	Traffic / ID Directional Sign	2-sided freestanding post and panel sign located at entrance driveway from Calle de la Plata.		21.5 Sq. Ft.	Spotlights	One

Master Sign Program

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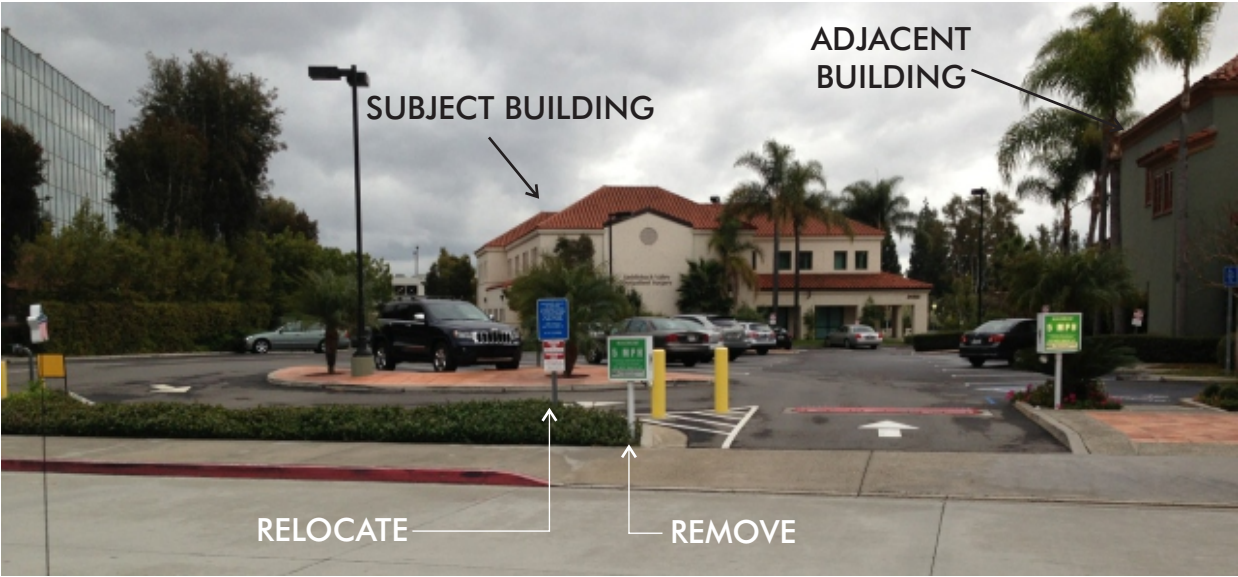
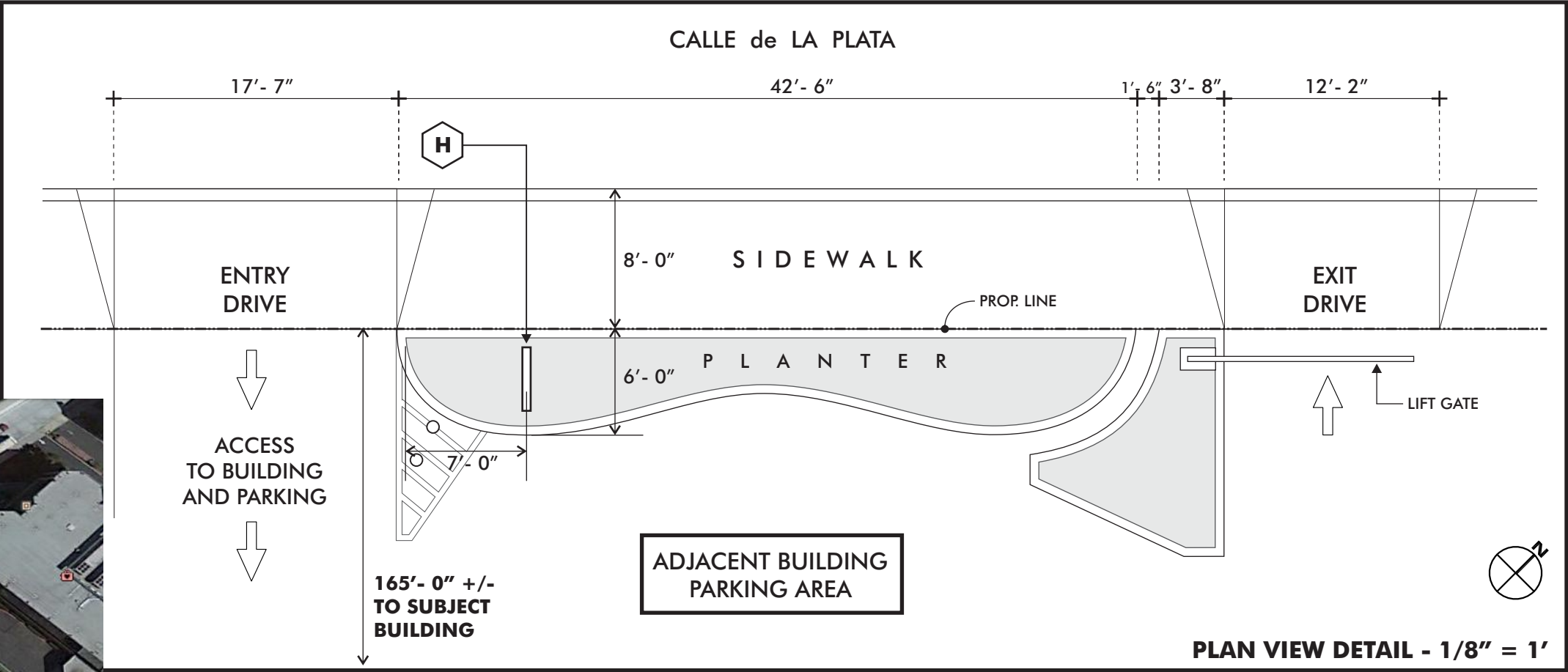
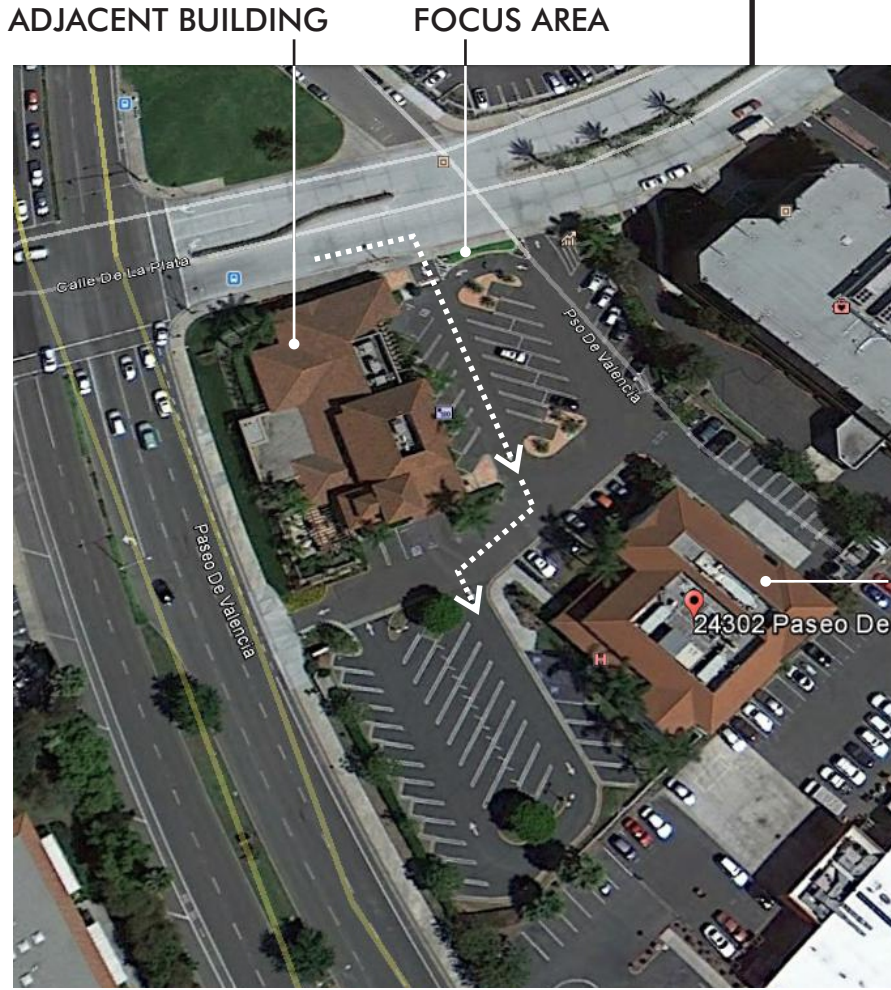
SHEET TITLE
Sign Matrix

DATE
May 6, 2014



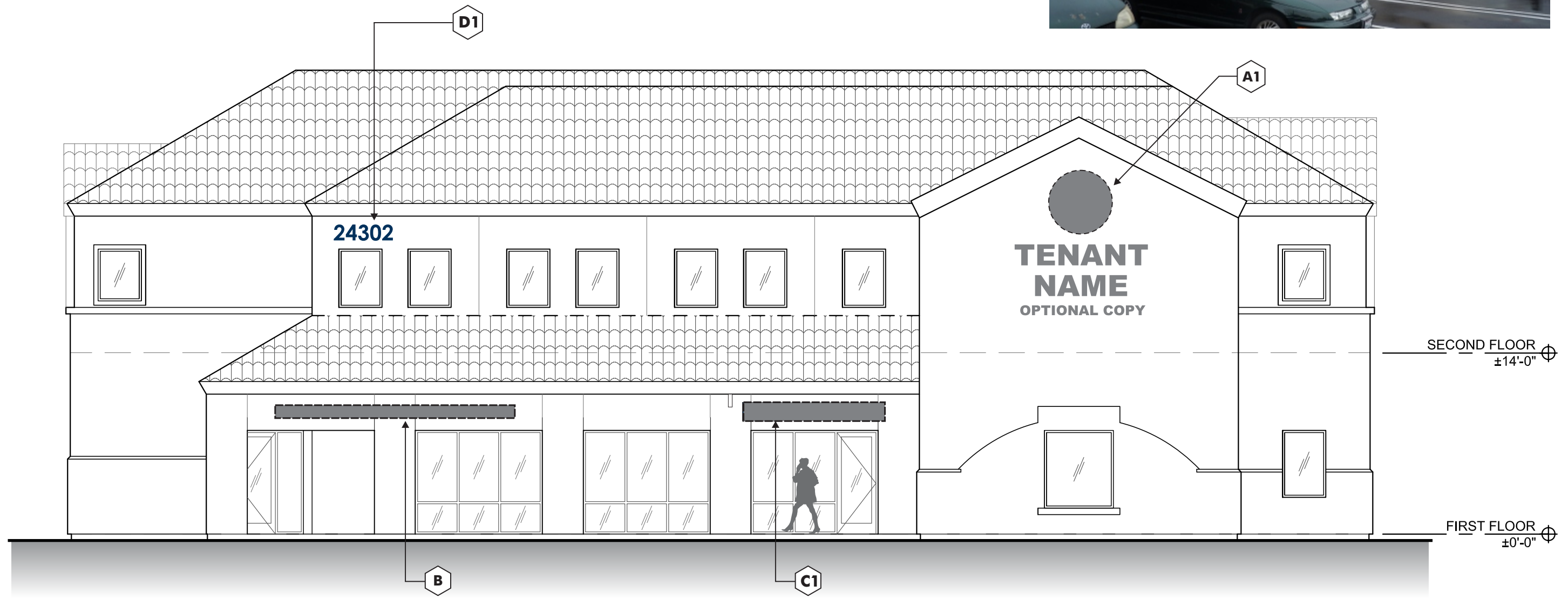
Master Sign Program

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Master Sign Program

for Office / Medical / Professional Building Located at
24302 Paseo de Valencia, Laguna Hills, CA 92653



1 SOUTH ELEVATION (PASEO de VALENCIA VIEW)
1/8" = 1'- 0"

Master Sign Program

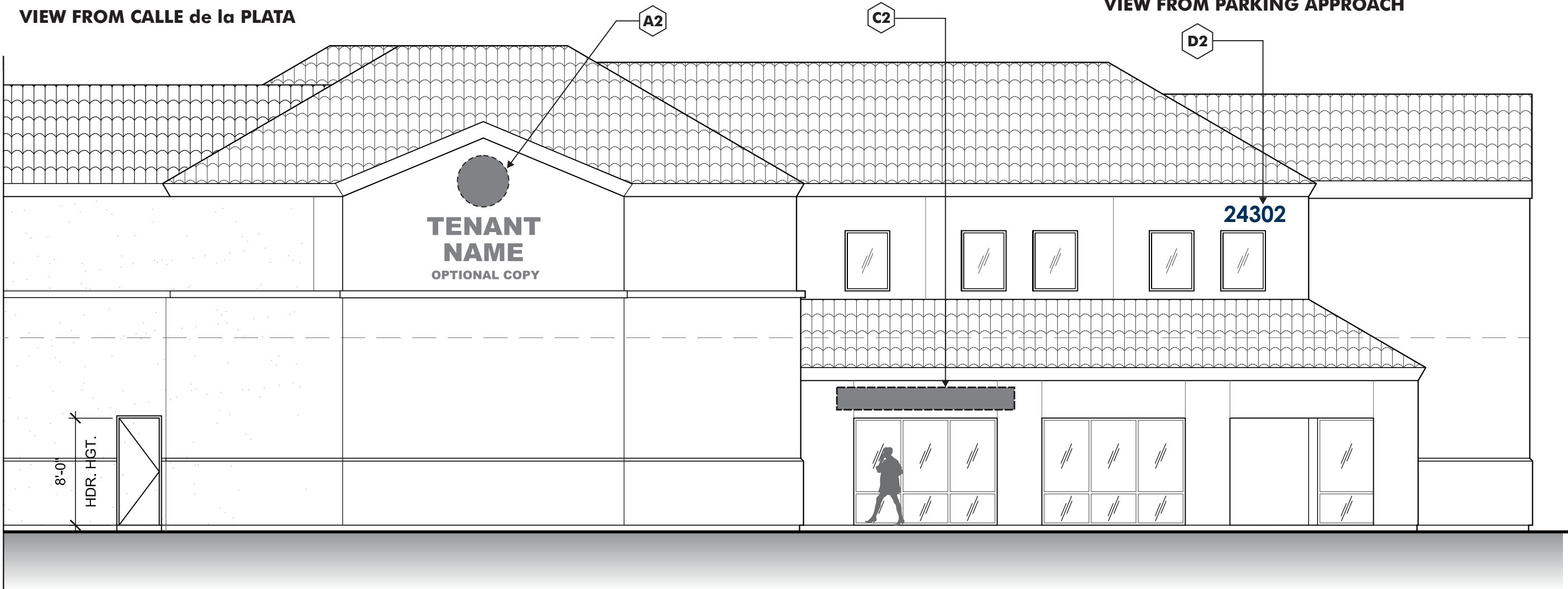
for Office / Medical / Professional Building Located at
24302 Paseo de Valencia, Laguna Hills, CA 92653



VIEW FROM CALLE de la PLATA



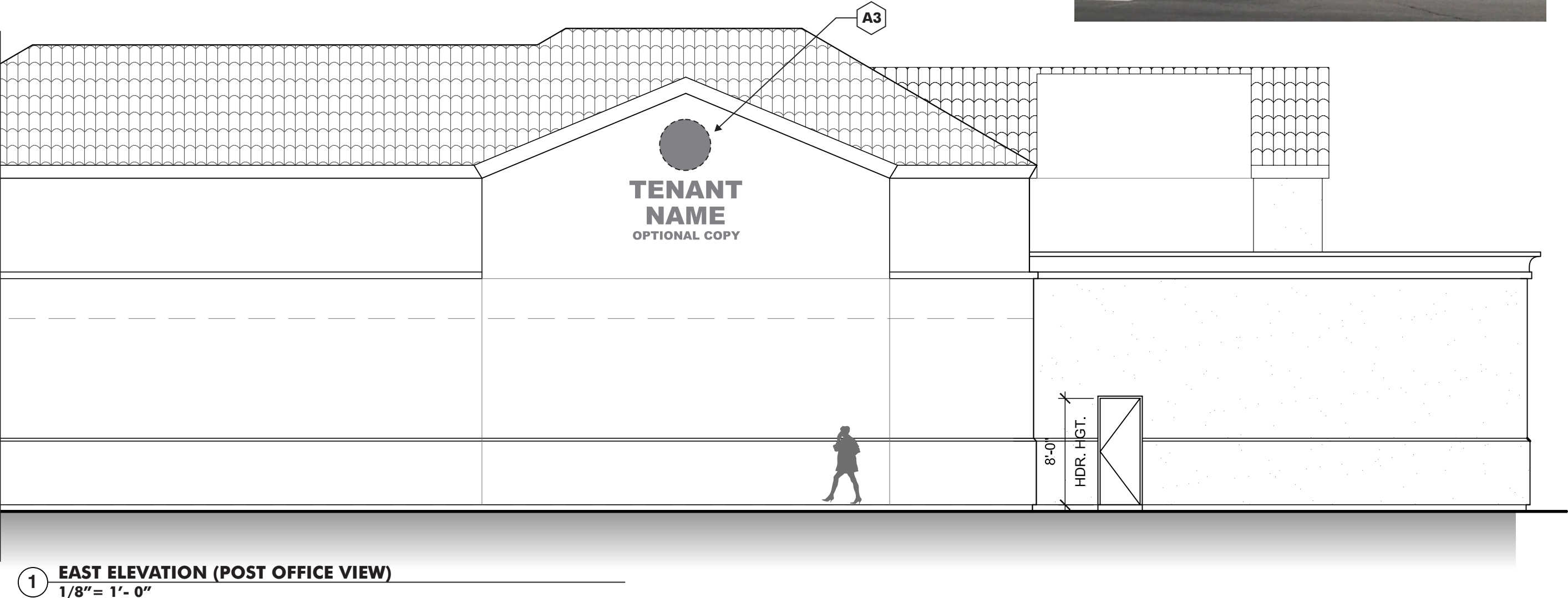
VIEW FROM PARKING APPROACH



1 WEST ELEVATION (VIEW FROM CALLE de la PLATA)
1/8" = 1'- 0"

Master Sign Program

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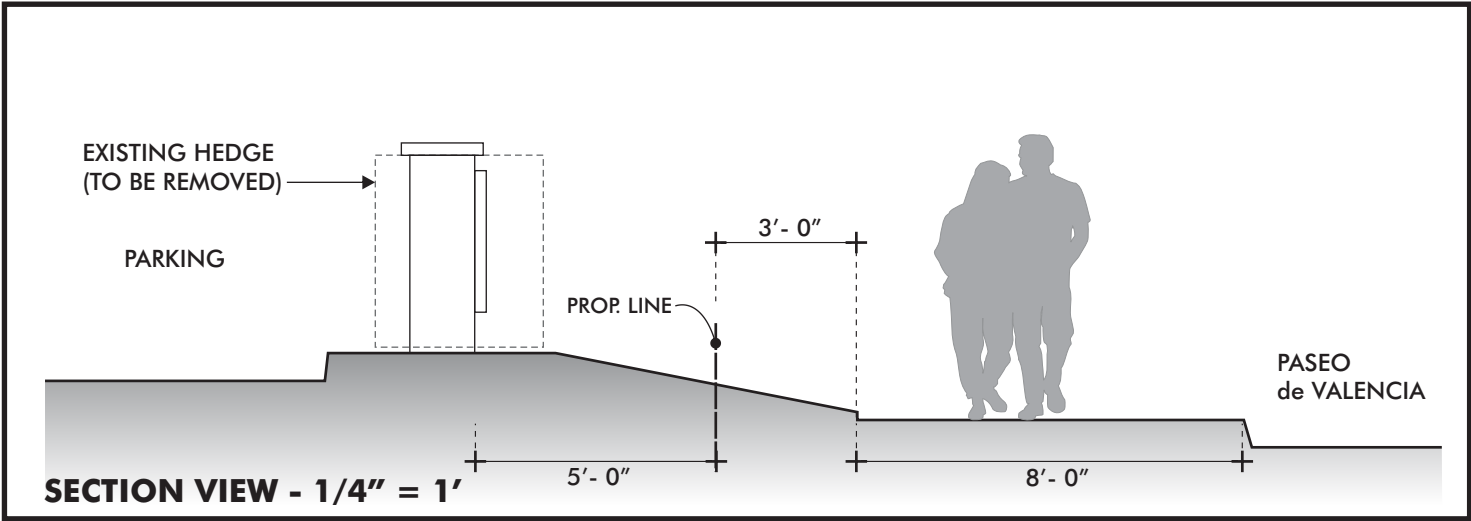
F SPECIFICATIONS:
CMU wall with stone wall cap and cladding; All new construction.

Letters and logo to be routed-out from aluminum panel face and pushed-thru with clear acrylic with vinyl, backlit. Panel is intended to be removable as necessary for user change-out. Note that panel is to appear integrated with the wall surface with the stone installed around and up to the panel perimeter to create a recessed area for installation.

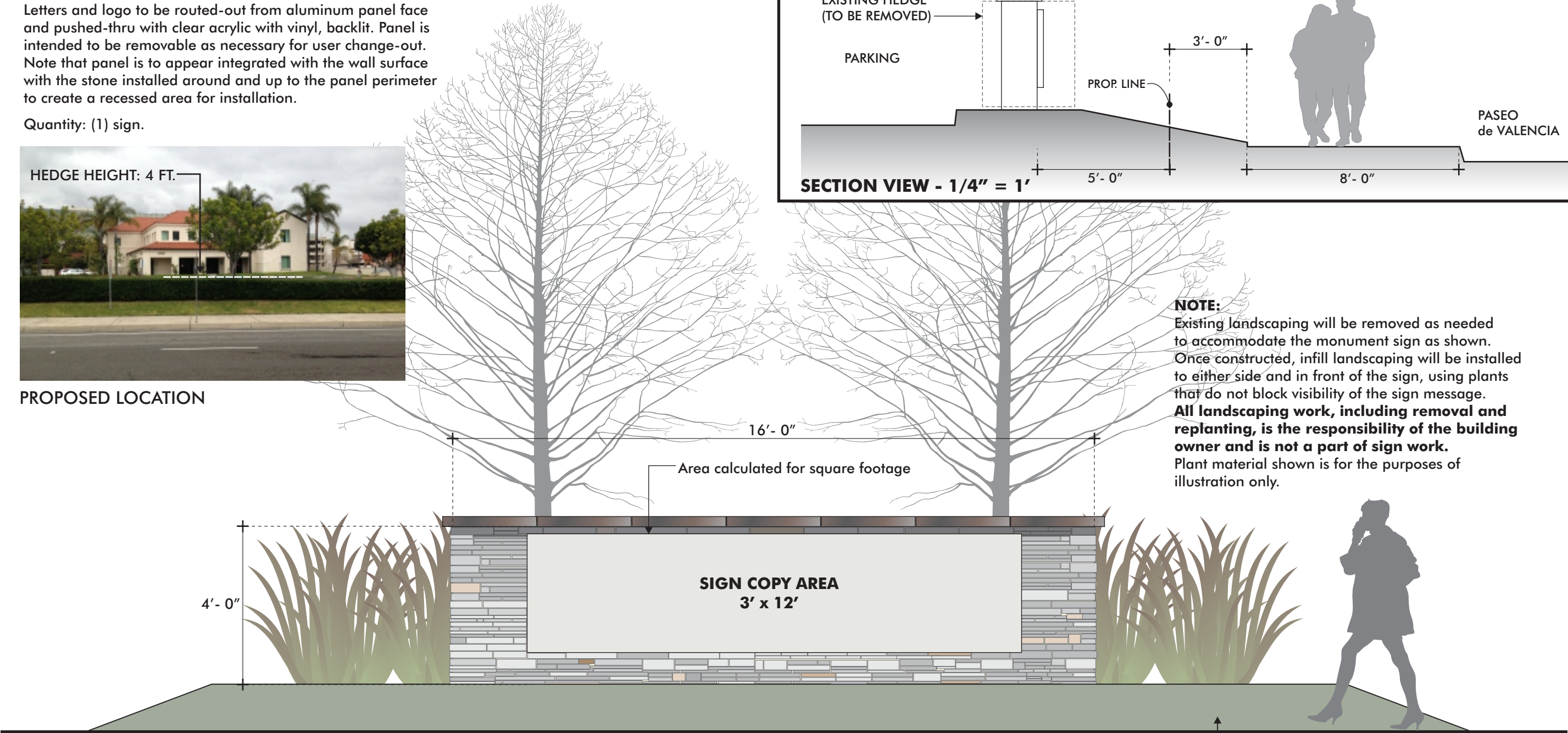
Quantity: (1) sign.



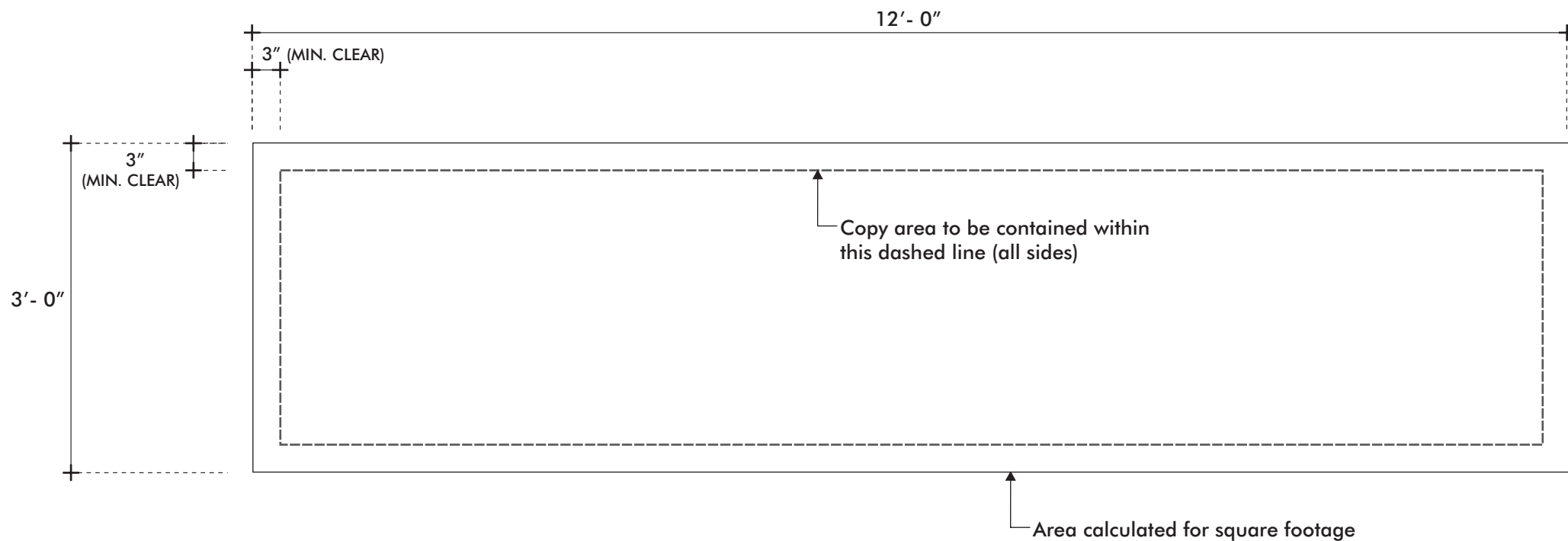
PROPOSED LOCATION



NOTE:
Existing landscaping will be removed as needed to accommodate the monument sign as shown. Once constructed, infill landscaping will be installed to either side and in front of the sign, using plants that do not block visibility of the sign message. **All landscaping work, including removal and replanting, is the responsibility of the building owner and is not a part of sign work.** Plant material shown is for the purposes of illustration only.



F S/F MONUMENT SIGN (PASEO de VALENCIA VIEW)
3/8" = 1' - 0"



ALUMINUM PAN FACE ATTACHED TO CMU MONUMENT WALL
3/4" = 1'- 0"

QTY.: (1) SIGN

SPECIFICATIONS:

Fabricated pan face from aluminum, (4) inches deep and fully enclosed on all sides. Smooth matte paint finish on all visible surfaces. One (1) color only for backer panel. Graphics to be routed out from face and pushed-thru with (1/2) inch thick clear acrylic with digital print translucent overlay. Backlit with internal L.E.D. contained within the panel enclosure.

Letter style(s) open to tenant, based upon written approval by the building owner or his agent. Up to two (2) letter styles allowed.

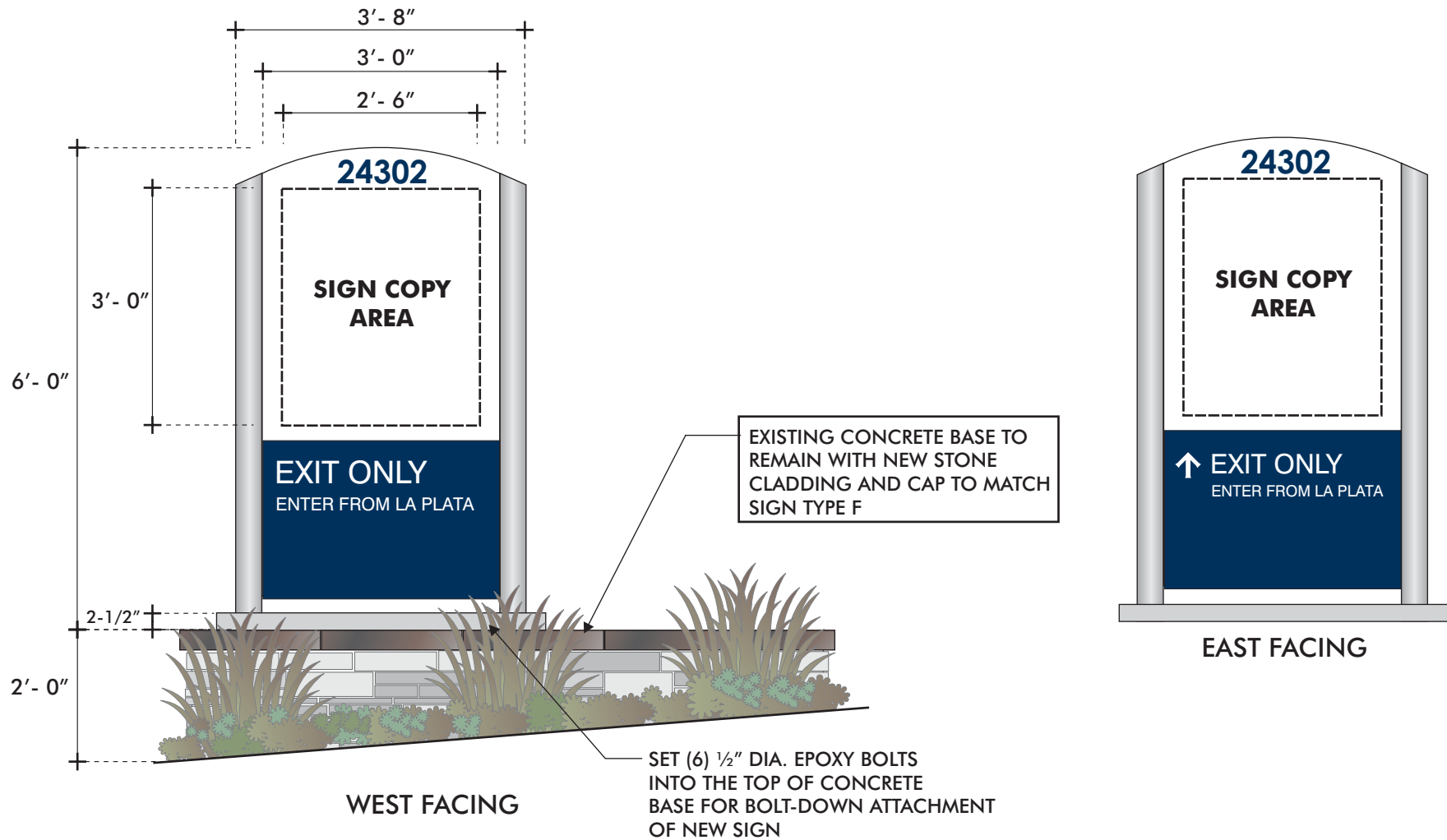
Maximum letter height: Twelve (12) inches. Maximum logo height: Twenty-four (24) inches. Up to three (3) lines of copy allowed.

Maximum two (2) colors allowed for graphics, on contrasting background color.

Finished face bolted to the face of wall with concealed fasteners.

Power for sign to be contained within the wall with electrical stub-out into the back of the pan backer.

Fasteners to be located along the return edges of panel to minimize visibility.



G D/F DIRECTIONAL SIGN ON PASEO de VALENCIA QTY.: (1) SIGN
1/2"= 1'- 0"

LANDSCAPING NOTE:
SOME DEMOLITION OF EXISTING PLANTS WILL OCCUR DURING THE CHANGE-OUT OF SIGNS AND ADDING THE NEW STONE CLADDING TO THE BASE, HOWEVER NEW PLANTING MATERIAL WILL BE INSTALLED AFTER THE SIGN IS COMPLETE. NEW PLANTS TO BE INSTALLED SO AS NOT TO BLOCK SPOTLIGHTS.



CURRENT MONUMENT SIGN TO BE REMOVED

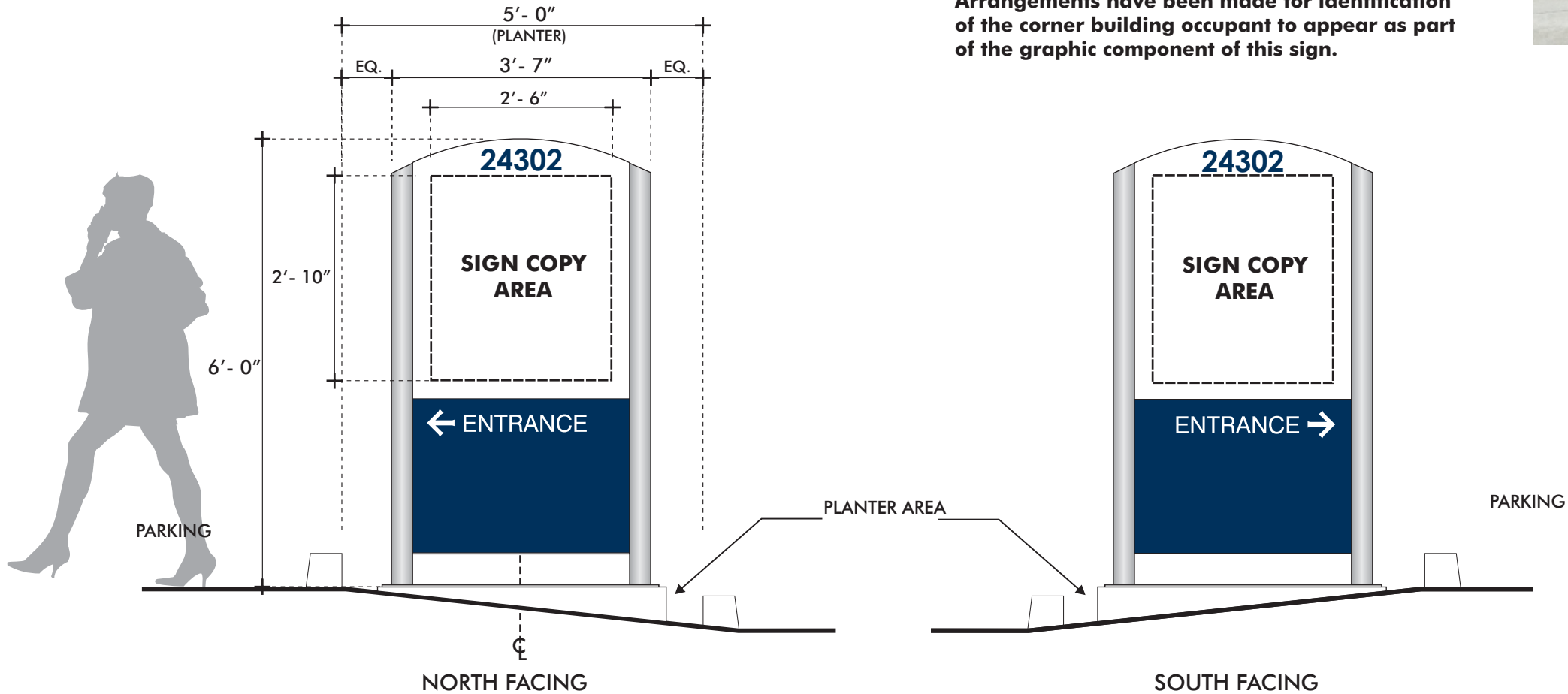
- G SPECIFICATIONS:**
- Sign is to replace existing monument sign while providing vehicles with directional information at (Exit Only) driveway; Re-use existing concrete base and clad with new stone veneer and cap to match Sign Type F.
 - Structure to be (2) sided fabricated from aluminum.
 - Sign design is to be consistent with other sign type on neighboring property.
 - Letter style(s) open to the tenant, with up to three (3) tenants being allowed identification on the sign, with all being subject to the approval of the building owner or his agent.
 - Maximum letter height: Five (5) inches. Maximum logo height: Ten (10) inches.
 - Maximum two (2) colors allowed for graphics (total) on contrasting background color, subject to the approval of the building owner or his agent. Die-cut vinyl graphics as supplied by 3M or Calan.
 - Directional information as shown to be permanent regardless of tenant uses.
 - Externally illuminated by ground mounted spotlights. One (1) adjustable upright fixture per side of sign, permanently installed away from the sign face as necessary to provide effective illumination. Fixture color to be black or bronze factory finish. Power as needed for lights is existing at sign location.
 - Quantity: (1) sign.



SPECIFICATIONS:

Sign is to provide vehicles with directional information at primary access point; All new construction.
Structure to be (2) sided fabricated from aluminum.
Installed into existing planter slope.
Sign design is to be consistent with similar sign type on neighboring property.
Maximum two (2) colors allowed for graphics (total) on contrasting background color, subject to the approval of the building owner or his agent. Die-cut vinyl graphics as supplied by 3M or Calor.
Letter style(s) open to the tenant, with up to three (3) tenants being allowed identification on the sign, with all being subject to the approval of the building owner or his agent.
Maximum letter height: Four (4) inches. Maximum logo height: Seven (7) inches.
Externally illuminated by ground mounted spotlights. One (1) adjustable uplight fixture per side of sign, permanently installed away from the sign face as necessary to provide effective illumination. Fixture color to be black or bronze factory finish.
Power as needed for lights is existing at sign location.
Quantity: (1) sign.

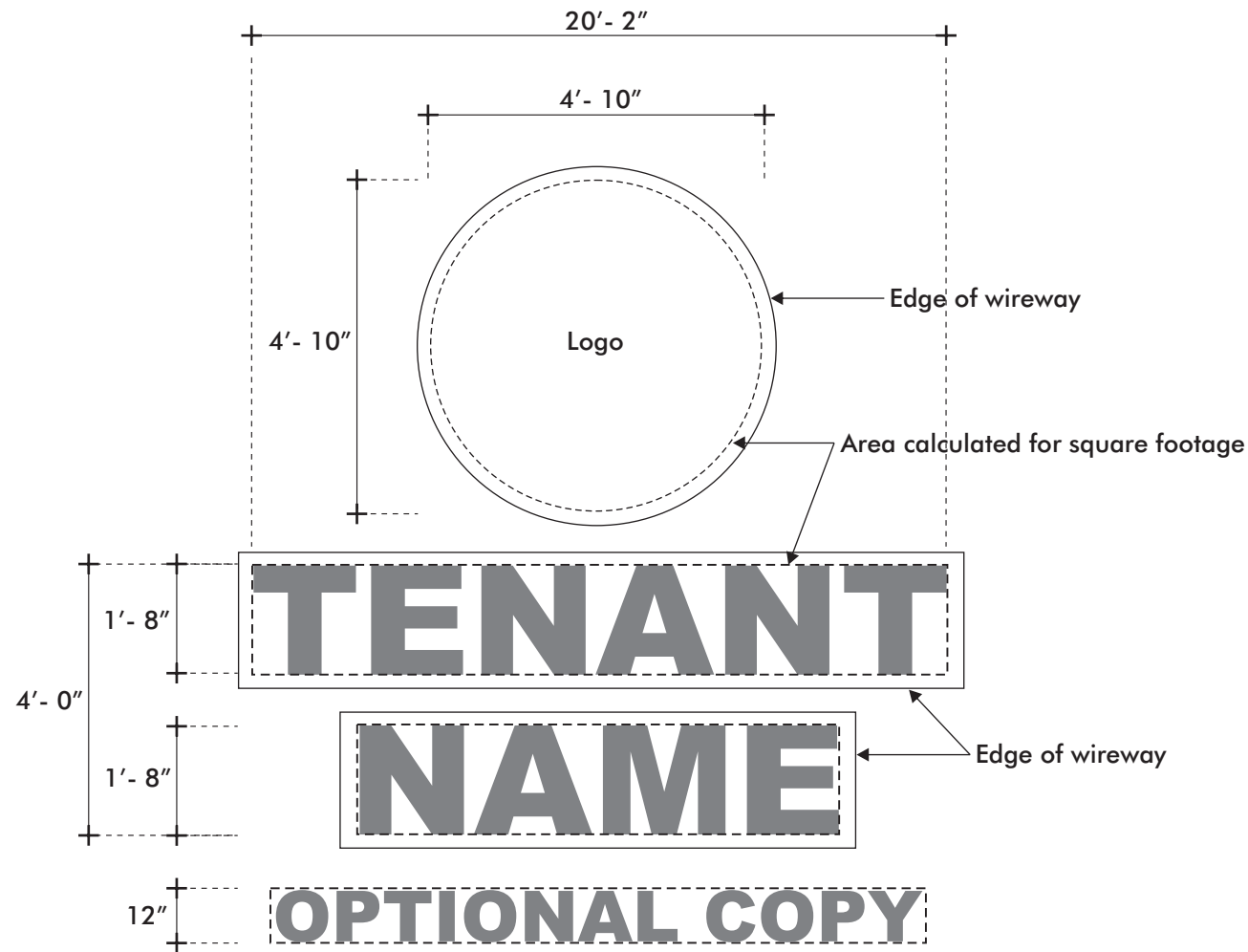
NOTE:
Arrangements have been made for identification of the corner building occupant to appear as part of the graphic component of this sign.



D/F DIRECTIONAL SIGN ON CALLE DE LA PLATA QTY.: (1) SIGN
1/2" = 1'- 0"

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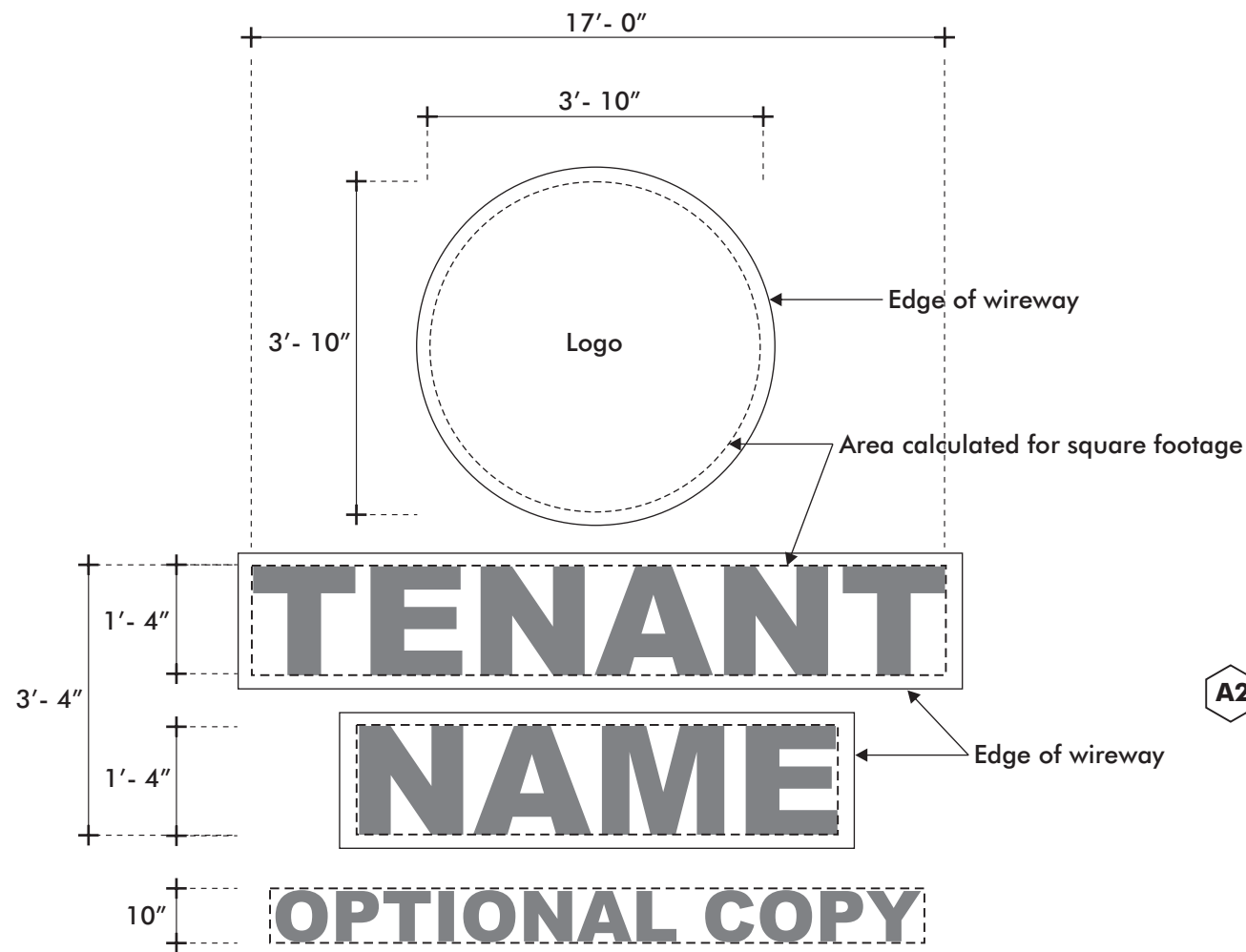


Dimensions shown are maximum allowed.

A1 SAMPLE LAYOUT

A1 SPECIFICATIONS:

- Up to three (3) lines of copy allowed plus optional symbol logo.
- Maximum letter height is not to exceed twenty (20) inches.
- Maximum logo height is not to exceed fifty-eight (58) inches.
- Maximum logo area is not to exceed twenty-four (24) square feet.
- Reverse pan channel construction from aluminum (face & returns) at maximum three (3) inch depth.
- Halo illumination only, however non-lit signs are allowed.
- **Because of a lack of access behind the wall at sign locations, a wireway will be necessary for electric signs, to enclose all electrical wiring, components, transformers, and connections as necessary for the operation of the sign. See related section detail on sheet 19.**
- Illumination source shall consist of light emitting diode (LED) low voltage (concealed).
- Letter style open to tenant, subject to building owner / agent written approval.
- Letter color(s) open to tenant, subject to building owner / agent written approval (maximum two colors per sign allowed).
- "Optional Copy" copy is optional to tenant and can be substituted with other copy deemed appropriate, subject to building owner / agent written approval. Maximum letter height is not to exceed twelve (12) inches.
- **Maximum square footage: 120.**

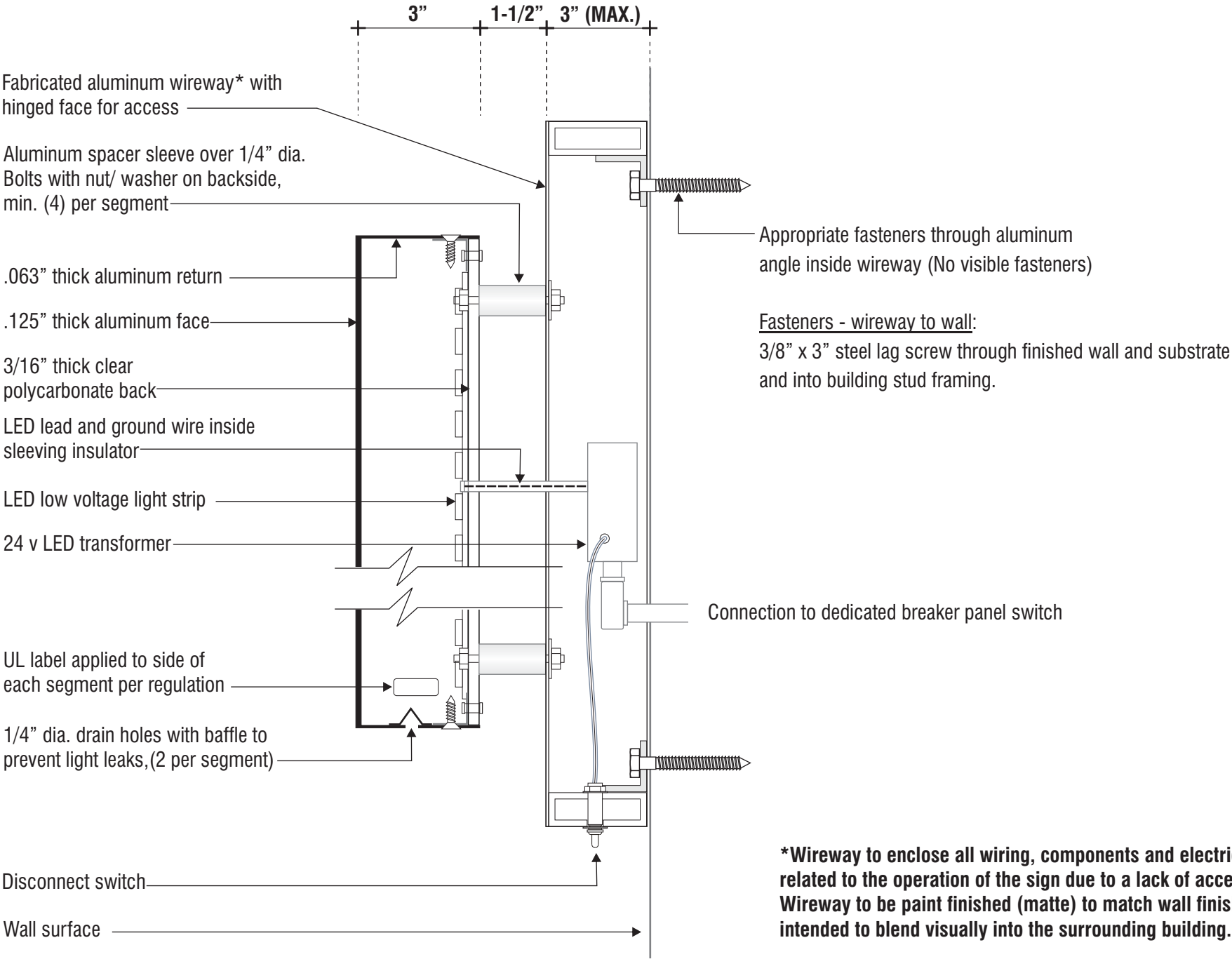


Dimensions shown are maximum allowed.

A2 A3 SAMPLE LAYOUT

A2 A3 SPECIFICATIONS:

- Up to three (3) lines of copy allowed plus optional symbol logo.
- Maximum letter height is not to exceed sixteen (16) inches.
- Maximum logo height is not to exceed forty-six (46) inches.
- Maximum logo area is not to exceed fourteen (14) square feet.
- Reverse pan channel construction from aluminum (face & returns) at maximum three (3) inch depth.
- Halo illumination only, however non-lit signs are allowed.
- **Because of a lack of access behind the wall at sign locations, a wireway will be necessary for electric signs, to enclose all electrical wiring, components, transformers, and connections as necessary for the operation of the sign. See related section detail on sheet 19.**
- Illumination source shall consist of light emitting diode (LED) low voltage (concealed).
- Letter style open to tenant, subject to building owner / agent written approval.
- Letter color(s) open to tenant, subject to building owner / agent written approval (maximum two colors per sign allowed).
- "Optional Copy" copy is optional to tenant and can be substituted with other copy deemed appropriate, subject to building owner / agent written approval. Maximum letter height is not to exceed ten (10) inches.
- **Maximum square footage: 85 (Each).**



HALO LETTER/ LOGO/ WIREWAY SECTION DETAIL

NOTE:
All sign components to be U.L. listed.
Primary power to each sign location to be provided by others.
All wall penetrations to be sealed watertight.



B SAMPLE LAYOUT

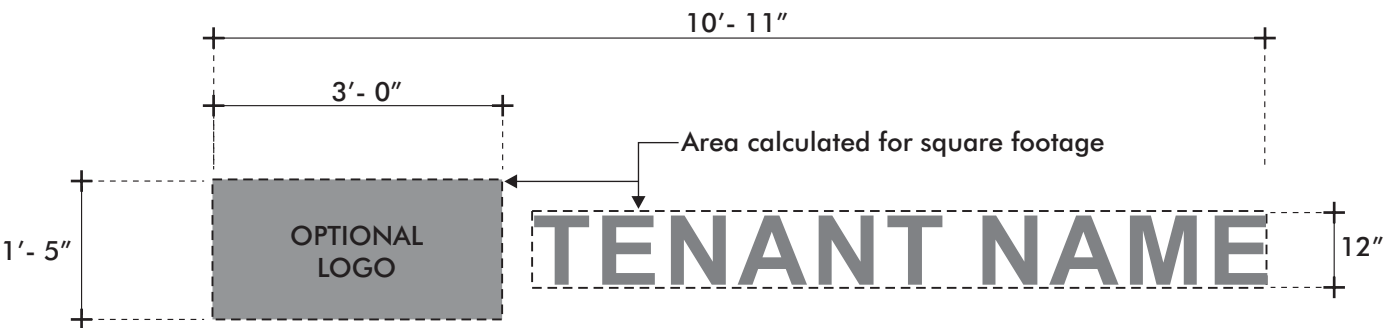
Dimensions shown are maximum allowed.

B SPECIFICATIONS:

- One (1) line of copy only allowed plus optional symbol logo.
- Maximum letter height is not to exceed nine (9) inches.
- Maximum logo height is not to exceed twelve (12) inches.
- Maximum logo area is not to exceed two (2) square feet.
- Reverse pan channel construction from aluminum (face & returns) at maximum three (3) inch depth.
- Halo illumination only, however non-lit signs are allowed.
- **Because of a lack of access behind the wall at sign locations, a wireway will be necessary for electric signs, to enclose all electrical wiring, components, transformers, and connections as necessary for the operation of the sign. See related section detail on sheet 19.**
- Illumination source shall consist of light emitting diode (LED) low voltage (concealed).
- Letter style open to tenant, subject to building owner / agent written approval.
- Letter color(s) open to tenant, subject to building owner / agent written approval (maximum two colors per sign allowed).
- Flat cut-out letters and logo are allowed, router or laser cut from aluminum at a minimum thickness of one-quarter (1/4) inch. Stud mounted to the wall surface either flush or with up to a one (1) inch stand-off.
- **Maximum square footage: 18.**

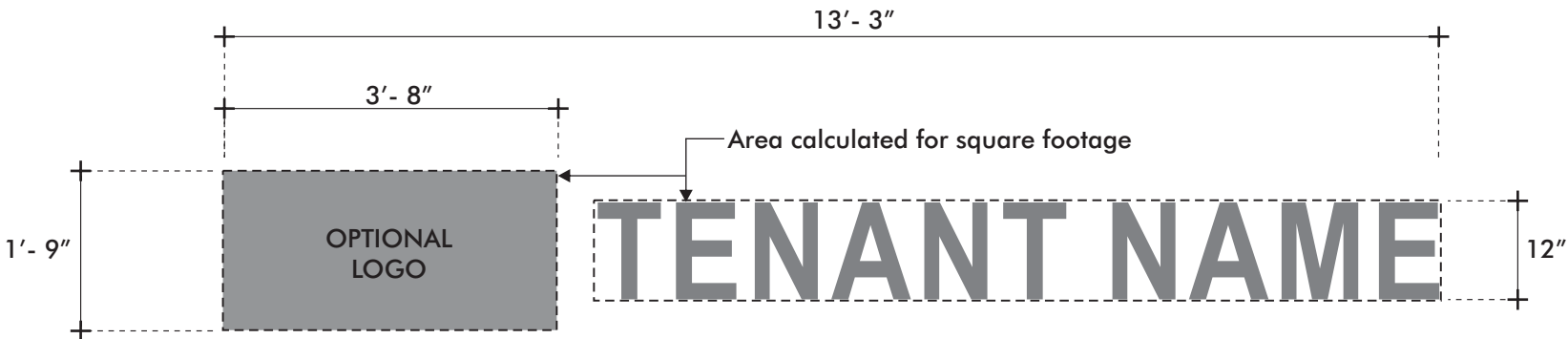
Master Sign Program

for Office / Medical / Professional Building Located at
24302 Paseo de Valencia, Laguna Hills, CA 92653



C1 SAMPLE LAYOUT

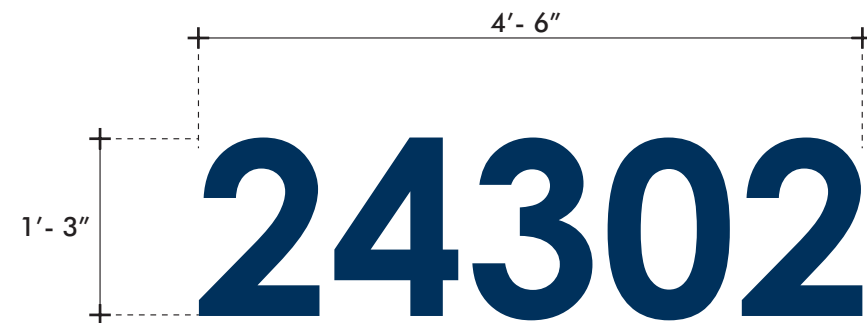
Dimensions shown are maximum allowed.



C2 SAMPLE LAYOUT

C1 C2 SPECIFICATIONS:

- One (1) line of copy only allowed plus optional symbol logo.
- Maximum letter height is not to exceed twelve (12) inches.
- Maximum logo height is not to exceed that shown (due to space at sign location).
- Maximum logo area is not to exceed six (6) square feet.
- Reverse pan channel construction from aluminum (face & returns) at maximum three (3) inch depth.
- Halo illumination only, however non-lit signs are allowed.
- **Because of a lack of access behind the wall at sign locations, a wireway will be necessary for electric signs, to enclose all electrical wiring, components, transformers, and connections as necessary for the operation of the sign. See related section detail on sheet 19.**
- Illumination source shall consist of light emitting diode (LED) low voltage (concealed).
- Letter style open to tenant, subject to building owner / agent written approval.
- Letter color(s) open to tenant, subject to building owner / agent written approval (maximum two colors per sign allowed).
- Flat cut-out letters and logo are allowed, router or laser cut from aluminum at a minimum thickness of one-quarter (1/4) inch. Stud mounted to the wall surface either flush or with up to a one (1) inch stand-off.
- **Maximum square footage: Indicated in Sign Matrix.**

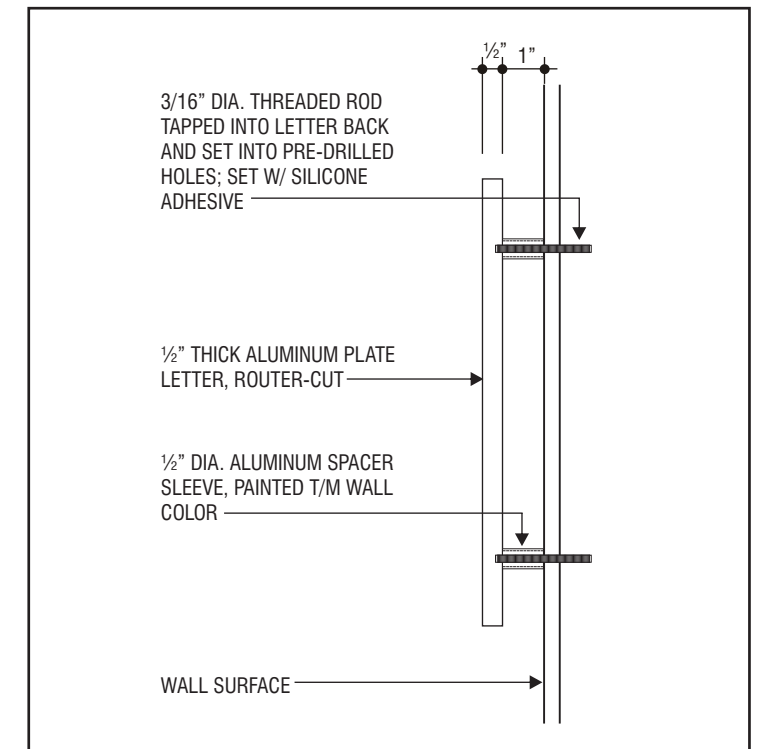


FLAT CUT-OUT ALUMINUM NUMBERS
3/4" = 1'- 0"

QTY.: 2 SETS

D1 D2 SPECIFICATIONS:

Numbers to be routed-out from 1/2" thick aluminum plate with matte paint finish.
Studs drilled and tapped into back of each segment with spacers to maintain a (1) inch stand-off from wall surface.



FLAT CUT-OUT LETTER SECTION - STAND-OFF

Master Sign Program

for Office / Medical / Professional Building Located at
24302 Paseo de Valencia, Laguna Hills, CA 92653



City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: MAY 13, 2014

TO: MAYOR AND COUNCIL MEMBERS

**FROM: DAVID CHANTARANGSU, AICP
DIRECTOR OF COMMUNITY DEVELOPMENT**

ISSUE: ADOPTION OF A NEGATIVE DECLARATION AND APPROVAL OF CASE NO. GPA/ZC/ZTA-06-13-2608 - GENERAL PLAN AND DEVELOPMENT CODE AMENDMENTS TO ESTABLISH AN OVERLAY ZONE DISTRICT ("HOSPITALITY OVERLAY ZONE") AND ALTERNATIVE DEVELOPMENT STANDARDS FOR HOTEL USES OVER AN AREA OF +/- 19 ACRES GENERALLY LOCATED SOUTH OF LAKE FOREST DRIVE AND WEST OF AVENIDA DE LA CARLOTA.

RECOMMENDATION: THAT THE CITY COUNCIL:

- (1) RESUME THE PUBLIC HEARING FOR THIS ITEM, WHICH WAS CONTINUED AT THE APRIL 22, 2014 CITY COUNCIL MEETING;**
- (2) ADOPT A RESOLUTION ADOPTING A NEGATIVE DECLARATION FOR CASE NO. GPA/ZC/ZTA-06-13-2608;**
- (3) ADOPT A RESOLUTION APPROVING GENERAL PLAN AMENDMENT NO. 06-13-2608; AND**
- (4) INTRODUCE FOR FIRST READING, READ BY TITLE ONLY, AND WAIVE FURTHER READING, AN ORDINANCE ENTITLED: " AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, AMENDING TITLE 9 OF THE LAGUNA HILLS MUNICIPAL CODE (ZONING AND SUBDIVISIONS) AND THE OFFICIAL ZONING MAP TO ESTABLISH THE "HOSPITALITY OVERLAY ZONE (HOZ)" OVERLAY DISTRICT AND RELATED ALTERNATIVE DEVELOPMENT STANDARDS FOR HOTEL USES ON +/- 19 ACRES GENERALLY LOCATED SOUTH OF LAKE FOREST DRIVE AND WEST OF AVENIDA DE LA CARLOTA WITHIN THE FREEWAY COMMERCIAL (FC) AND MIXED USE (MXU) ZONING DISTRICTS."**

SUMMARY:

In response to anticipated increased hotel demand in Orange County for the foreseeable future, staff recommends the City Council establish a "Hospitality Overlay Zone" (HOZ) in North Laguna Hills over +/- 19 acres south of Lake Forest Avenue and west of Avenida de la Carlota. The overlay zone will establish alternative development standards for future

hotel development at specific properties in the Mixed Use and Freeway Commercial zones near Interstate 5 (I-5). A General Plan Amendment is needed to establish policies promoting the encouragement of hotel uses by allowing higher development intensity to occur. Amendments to the City's Development Code are necessary to define the boundaries of the overlay district and establish the development standards for hotel improvements in the proposed HOZ.

INTRODUCTION TO OVERLAY ZONING:

Similar to conventional zoning, an overlay zone applies specific regulations to land uses within a targeted area of the City. An overlay zone differs from conventional zoning in that it is layered on top of an underlying zoning district, or "base" district. A development proposal located within an overlay zone must meet the requirements of the base zoning district *and* the overlay zone, if applicable. Overlay zoning is often referred to as "value-added" zoning because it conveys benefits to property owners that are otherwise unavailable under the "base" zoning district. Where base district zoning standards and overlay zone standards are in conflict, the overlay zone standards will supersede the base district zoning standards.

BACKGROUND:

Orange County is currently experiencing an increase in hotel development with notable projects having recently been completed or having begun construction in nearby cities. Laguna Hills currently has four hotels within its jurisdiction and enjoys a number of benefits associated with hotels, such as increased local spending and collection of Transient Occupancy Tax (TOT).

Existing Laguna Hills Hotels	
<i>Name</i>	<i>Address</i>
Comfort Inn	23061 Avenida de la Carlota
Courtyard by Marriott	23175 Avenida de la Carlota
Laguna Hills Lodge	23932 Paseo de Valencia
The Hills Hotel	25205 La Paz Road

After observing the upward trend in hotel development and projected long-term demand for hotel rooms given the desirability of Orange County as a tourism destination and business activity hub, staff examined the City's potential for hotel development and determined that North Laguna Hills, in the area of Lake Forest Drive, Avenida de la Carlota, and the I-5 Freeway, is an ideal location for an overlay zone encouraging hotel development. The primary reason is the access and visibility to Interstate 5, South Orange County's popularity as a tourism destination, proximity to regional business centers, and reasonable distance to John Wayne Airport. Two of the City's four hotels (Comfort Inn and Courtyard by Marriott) are located in this area and patrons routinely cite convenient access to the freeway as a primary motivator in their decision to stay at these

hotels. This location is also ideal due to the number of existing high-density, 2-6 story office buildings that could be repurposed in a hotel development project.

Currently, any future hotel development proposal must comply with the development standards for the zone, as described in the Development Code. After reviewing the Development Code, staff determined that some of the current development standards for the Mixed Use (MXU) and Freeway Commercial (FC) zones are too restrictive to accommodate future hotel development. For example, the current building height restrictions and maximum building area limitations in these zones would preclude a practical hotel development. To make the City more attractive for potential hotel development, one approach would be to amend the Code to provide more flexible development standards for the entire MXU and FC zones, which would encompass nearly all of the commercially zoned land in North Laguna Hills. If the City took this approach, the revised development standards would apply to all land uses within the zone. However, given the adjacency of residential uses to certain areas of the MXU and FC zones, and the potential for hotel uses to impact sensitive residential uses, staff determined a more appropriate approach is to establish an overlay zone, over a targeted area, that will apply only to hotel uses within a small portion of the MXU and FC zones where residential uses would not be affected by future hotel projects.

Notable OC Hotel Development Projects

Irvine: Near-complete 210-room Courtyard by Marriott in the Irvine Spectrum.

Aliso Viejo: Proposed 100-150 room hotel on a 2.5 acre site near Enterprise Drive & Aliso Viejo Parkway.

Tustin: Completed 149 suite Residence Inn & 145 room Fairfield Inn & Suites at the 55 Freeway & Edinger.

Mission Viejo: Approval of a 101 room hotel at Avery & Marguerite Parkway.

Huntington Beach: Proposed 250 room Pacific City Hotel between Beach Boulevard & Main Street.

Newport Beach: Proposed 130 room Lido House Hotel on former City Hall property.

Anaheim/Garden Grove: 14 new hotels expected in the next 3-5 years.

PROJECT DESCRIPTION AND ANALYSIS:

The City maintains the ability to create and modify development policies and standards within the community through the General Plan and the Development Code by action of the City Council. Whereas the General Plan sets broad development policies and expectations for new development, the Development Code works to set specific parameters on the use and development of property. Typically, these parameters establish the types of allowable uses on property, the size of buildings, required parking, and other desirable standards the community may want to incorporate in development.

The proposed action is to amend the City's General Plan and Development Code to facilitate hotel development over a +/- 19-acre portion of area in North Laguna Hills. Since the City's General Plan and Development Code work together to determine how

development occurs within the City, both must be amended. The proposed General Plan Amendment would provide for alternative intensity limits for new hotel development occurring within two specific General Plan land use districts (Freeway Commercial and Mixed Use) and establish policies consistent with encouraging hotel development, while the proposed modifications to the City's Development Code would establish the boundaries of the proposed overlay zone and the development standards for new hotels within the overlay zone. The proposed amendments are described below in more detail.

Proposed General Plan Amendment:

The General Plan is often referred to as a city's "constitution for development," establishing comprehensive and long-range objectives, principles, standards, and proposals to guide the orderly growth and development of a community.¹ A general plan typically makes broad policy statements to establish ideas or themes concerning future growth and development. Policy statements that identify appropriate development for the City are contained in the Land Use Element of the City's General Plan. In the instant case, staff is recommending the City's Land Use Element be amended to create policies that encourage hotel development in North Laguna Hills.² These policy amendments would increase allowable building density in the General Plan through a mechanism known as a floor area ratio (FAR).³ Current policies provide that FAR in the Mixed Use and Freeway Commercial General Plan Land Use designations be set at .40 and .38 respectively – proposed policies would increase FAR to 1.0 for hotel development. The mechanics of FAR are described in more detail elsewhere in this report.

As one of the themes contained in the City's General Plan Land Use Element is the enhancement of the local economy, a number of goals and policies encourage infill development and other activities to spur on economic development. For example, Goal LU-3 encourages "infill development that involves the revitalization of property in an economically and environmentally sustainable manner" and Policy LU-7.4 establishes that the City should "encourage private property owners to revitalize, upgrade, and beautify aging and underperforming commercial and business areas."

As a practical matter, the best encouragement the City can provide property owners to upgrade property is to increase the scale or intensity of development allowed as an incentive for redevelopment. The amendments to the City's Land Use Element, as depicted in Exhibit A to the proposed resolution amending the City's General Plan (**Attachment 3**), will introduce the idea that more flexible development standards could be used in certain areas of North Laguna Hills as a tool to help facilitate hotel development

¹ Pursuant to state law, the general plan document is required to include seven mandatory elements including Housing, Land Use, Circulation, Conservation, Noise, Open Space, and Safety. The City also maintains an optional Public Facilities element.

² State law allows each general plan element to be amended up to four times per year.

³ Floor Area Ratio ("FAR") is a ratio of allowable building area to lot size. FAR is calculated by dividing the size of a property into the total square footage of a building (including all floors).

and thus establish the policy framework through which increased allowable development intensity for hotels may be implemented through establishment of the HOZ.

Proposed Development Code Modifications:

As described above, the Development Code must be amended to establish the HOZ boundaries, to formally add the HOZ designation to the City's zoning map, and to provide for the additional or alternative development standards that will be applied to hotel developments within the HOZ. The proposed HOZ will encompass approximately 19 acres of property in the MXU and FC zones as depicted in Exhibit B to the proposed ordinance (**Attachment 4**). A summary of the specific properties included in the HOZ, and the current land uses on each, is as follows:

Properties Within the Hospitality Overlay Zone		
<i>Address</i>	<i>Zone</i>	<i>Description</i>
23002 Lake Forest Drive	MXU	Carl's Jr. restaurant
23052 Avenida de la Carlota	MXU	Carl's Jr. restaurant
23041 Avenida de la Carlota	MXU	5-story office building
23046 Avenida de la Carlota	MXU	7-story office building
23061 Avenida de la Carlota	MXU	3-story Comfort Inn hotel
23175 Avenida de la Carlota	FC	5-story Courtyard by Marriott hotel
23421 South Pointe Drive	MXU	3-story office building
23441 South Pointe Drive	MXU	3-story office building
23461 South Pointe Drive	MXU	4-story office building

The HOZ would apply only to these properties and would provide for an alternative set of specified development standards to be applied to hotel uses only.

The proposed text amendments to the Development Code establish the development standards that will be applied to hotel uses within the HOZ. These development standards are designed to be more accommodating for a hotel use than what is otherwise typically allowed for other developments in the underlying zoning district. The table below summarizes the proposed alternative development standards proposed for hotel uses in the HOZ, compared to the generally applicable development standards for all other uses in the MXU and FC.

Hospitality Overlay Zone Development Standards Comparison			
Dev. Standard	MXU	FC	HOZ
Lot Coverage	50%	50%	50%
Max Density	.38 FAR	.40 FAR	1.0 FAR
Max Height	40'	50'	75'
Setbacks:			
Parking lot	10'	10'	5'
Parking structure	20'	20'	10'
Building	20'	20'	10'
Side (interior)	10'	10'	10'
Side (street)	15' (parking 10')	15'	10'
Rear	15'	15'	15'
Min. Landscape	15%	15%	15%

- **Lot Coverage:** The maximum allowable lot coverage of 50% currently allowed in the MXU and FC zones is not proposed to change for hotel uses in the HOZ.
- **Maximum Density:** The Development Code measures commercial development intensity in terms of Floor Area Ratio ("FAR"), which is a ratio of allowable building area to lot size. FAR is calculated by dividing the size of a property into the total square footage of a building (including all floors). For hotel development only, the maximum FAR in the HOZ is proposed to be set at 1.0, compared to the generally applicable maximum FARs of 0.40 in the FC zone and 0.38 in the MXU zone. This enhancement will afford property owners within the HOZ much greater flexibility in terms of "buildable" square footage for hotel development. For example, under the MXU zone's current development standards, a property owner with a 50,000 square foot property could be allowed up to +/- 19,000 square feet of hotel use. Under the HOZ's proposed FAR maximum, the same property owner would be allowed 50,000 square feet of hotel use.
- **Maximum Height:** In lieu of the generally applicable maximum building height limitation of 40 feet in the MXU zone and 50 feet in the FC zone, it is proposed that hotels within the HOZ be permitted to be built up to a height of 75 feet. Increasing the maximum allowable building height for hotels will allow property owners within the HOZ to more fully utilize the additional FAR afforded to them for hotel uses.
- **Setbacks:** The proposed minimum building setbacks for hotels in the HOZ would be reduced five to ten feet compared to the generally applicable standards for the MXU and FC zones. The reduced setback requirement will increase the building envelope for properties within the HOZ and offer greater flexibility when designing a site for a hotel project.

- Minimum Landscaping: The 15% minimum landscaping requirement for development in the MXU and FC zones is not proposed to change for hotel uses in the HOZ.

Four chapters in the Code will need to be amended in order to incorporate these development standards for hotel uses in the HOZ.

Update of Chapter 9-10 “Zoning Districts Established”:

Chapter 9-10 in the Code contains a land use matrix that illustrates the land uses permitted in the City and where they are permitted. The matrix listing for “hotel/motel” will need to be updated to include a cross-reference to the new HOZ text in Chapter 9-11. This will be added to the “reference” column in the land use matrix.

Update of Chapter 9-11 “Overlay Districts”:

Chapter 9-11 is the primary chapter in the Code that discusses overlay districts. This chapter will need to be amended to add a Code section describing the purpose and intent, location, and development standards for the HOZ.

Update of Chapters 9-26 and 9-30:

Chapters 9-26 and 9-30 in the Code describe the requirements for the Freeway Commercial and Mixed Use zones, respectively. The land use table entries for “hotel/motel” in each chapter will need to be updated to include a cross-reference to the HOZ text in Chapter 9-11. This will be added to the “reference” column in each land use table.

All of the changes to the Development Code described above are depicted in Exhibit A in **Attachment 4**.

PUBLIC COMMENT:

On July 25, 2013, planning staff held a public workshop for all property owners within 300 feet of the HOZ and interested members of the public. The purpose of the workshop was to explain the concept of overlay zoning, introduce the HOZ project, and solicit feedback. A representative of Coco’s Restaurant (23000 Lake Forest Drive) attended and expressed his general support for the project.

In addition to the workshop, two courtesy notices were sent to property owners within 300 feet of the HOZ, with the first being sent in September of 2013 and second in March of this year. These notices served as further notification of the HOZ project and as an invitation to review and comment on the Initial Study and Negative Declaration prepared for the project. To date, no comments have been received.

CEQA FINDINGS:

Pursuant to Public Resources Code Section 21080(c)(1), and Section 15070(a) of the CEQA Guidelines, set forth in the California Code of Regulations, Title 14, Staff has prepared an Initial Study to evaluate the potential for environmental impacts as a result of the proposed General Plan and Development Code Amendments. Based on the conclusions of the Initial Study, and in light of the whole record, Staff recommends adoption of a Negative Declaration because the proposed General Plan and Development Code Amendments will not result in any significant impacts on the environment or to the public health, safety, and welfare. Pursuant to CEQA Guidelines Sections 15072(a) and 15072(b), a Notice of Intent to adopt a Negative Declaration was prepared and distributed to the public, and a public review period for the Draft Negative Declaration was held from March 27, 2014 through April 15, 2014. The proposed Negative Declaration and Initial Study are included as **Attachment 1**. A proposed resolution for the City Council's adoption of the Negative Declaration is included as **Attachment 2**.

CONCLUSION:

The proposed General Plan Amendment and Development Code Amendment to establish a Hospitality Overlay Zone will benefit the City by creating an area that is attractive for future hotel development. The proposed location for the HOZ is ideal since it is close to the I-5 Freeway and has a number of existing high-density office buildings and two hotels. The City collects a significant amount of Transient Occupancy Tax each year (over \$1,000,000 in the 2011-2012 fiscal year) and approval of this project could spur development of new hotels or encourage existing hotels to renovate their facilities.

ATTACHMENTS:

1. Negative Declaration and Initial Study
2. Proposed Resolution for Adoption of a Negative Declaration
3. Proposed Resolution for Approval of General Plan Amendment No. 06-13-2608
4. Proposed Ordinance for Approval of a Development Code Amendment
5. Orange County Register article dated January 2, 2013
6. Orange County Register article dated March 21, 2014

GPA/ZC/ZTA-06-13-2608
Attachment #1

Negative Declaration & Initial Study

Initial Study/Negative Declaration

Hospitality Overlay Zone

GPA/ZC/ZTA-06-13-2608

Prepared by:

City of Laguna Hills
Community Development Department
24035 El Toro Road
Laguna Hills, CA 92653



Public Hearing Date:

April 22, 2014

INITIAL STUDY

1. **Project Title:** The City of Laguna Hills Hospitality Overlay Zone
2. **Lead Agency Name & Address:** City of Laguna Hills
24035 El Toro Road
Laguna Hills, CA 92653
3. **Contact Person and Phone Number:** Chris Dominguez
Assistant Planner
City of Laguna Hills
Phone: (949) 707-2662
Email: cdominguez@ci.laguna-hills.ca.us
4. **Project Location:** Eleven properties encompassing approximately 19 acres in North Laguna Hills as depicted in the map provided in **Exhibit A**.
5. **Project Sponsor's Name and Address:** City of Laguna Hills
24035 El Toro Road
Laguna Hills, CA 92653
6. **General Plan Designations:** Two General Plan land use designations are affected, which include: Mixed Use (MU); and Freeway Commercial (FC).
7. **Zoning Designations:** Two zoning districts are affected, which include: Mixed Use (MXU); and Freeway Commercial (FC).
8. **Project Description:**

The proposed project will amend the City of Laguna Hills General Plan and Development Code to create a Hospitality Overlay Zone. This overlay zone will cover eleven properties and approximately 19 acres in North Laguna Hills near Avenida De La Carlota and Lake Forest Drive. Specific properties included in the overlay zone are located at: 23175 Avenida De La Carlota; 23461 South Pointe Drive; 23441 South Pointe Drive; 23421 South Pointe Drive; 23041 Avenida De La Carlota; 23046 Avenida De La Carlota; 23061 Avenida De La Carlota; 23052 Avenida De La Carlota; 23002 Avenida De La Carlota; and 23002 Lake Forest Drive. The purpose of the overlay zone is to encourage hotel development, by providing more flexible development standards (e.g., required parking, building setbacks, allowable building area, etc.) than what is typically allowed in the Mixed Use and Freeway Commercial zones. In addition, a minor General Plan amendment is

included to ensure consistency between the City's General Plan and proposed amendments to the Development Code. No specific development proposal is being considered at this time.

9. Surrounding Land Uses and Setting:

The proposed Hospitality Overlay Zone is surrounded by the I-5 Freeway to the north and east, and by a variety of uses to the south and west, including warehouses, professional offices, manufacturing, auto repair, and a commercial shopping center. While the surrounding area is highly industrial in nature, many land uses within the project area are located to maximize the area's close proximity to the I-5 Freeway. For example, two hotels located in the project area benefit from access and visibility to the freeway.

10. Required Approvals:

This project requires approval of a Zone Change, Zoning Text Amendment, General Plan Amendment, and CEQA document certification by the Laguna Hills City Council. The Zone Change establishes the boundaries of the proposed overlay zone, the Zoning Text Amendment will establish the development standards for new hotels within the overlay zone, and the General Plan Amendment will establish intensity limits for new development occurring within the overlay zone boundaries.

ENVIRONMENTAL DETERMINATION

Environmental Factors Potentially Affected:

☐	Aesthetics	☐	Agriculture & Forest Resources	☐	Air Quality
☐	Biological Resources	☐	Cultural Resources	☐	Geology/Soils
☐	Greenhouse Gas Emissions	☐	Hazards & Hazardous Materials	☐	Hydrology/Water Quality
☐	Land Use/Planning	☐	Mineral Resources	☐	Noise
☐	Population/Housing	☐	Public Services	☐	Recreation
☐	Transportation/Traffic	☐	Utilities/Service Systems	☒	Mandatory Findings of Significance

Determination (To be completed by the Lead Agency):

☒	I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.
☐	I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.
☐	I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.
☐	I find that the proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect has 1.) been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2.) has been addressed by mitigation measures based on the earlier analysis as prescribed on attached sheets. An ENVIRONMENTAL IMPACT REPORT (EIR) is required, but it must analyze only the effects that remain to be addressed.
☐	I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects have 1.) been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and 2.) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

Chris Dominguez, Assistant Planner

Date

ENVIRONMENTAL CHECKLIST

1. Aesthetics:

Would the project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less than Significant Impact	No Impact
a) Have a substantial adverse effect on a scenic vista?	☐	☐	☐	☒
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within view from a state scenic highway?	☐	☐	☐	☒
c) Substantially degrade the existing visual character or quality of the site and its surroundings?	☐	☐	☐	☒
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	☐	☐	☐	☒

Discussion:

a-d.) No impact. The proposed amendments to the General Plan and Development Code to create the Hospitality Overlay Zone will not adversely impact a scenic vista, damage scenic resources, degrade the existing visual character of the site and its surroundings, or create a new source of substantial light or glare. This project will establish policies for future development of hotel uses, but no specific development proposal is under consideration at this time. The General Plan Program EIR identifies Laguna Hills as a nearly built out community (City of Laguna Hills, 2009), so future development of hospitality-related land uses is expected to occur as infill development using existing commercial structures. Further, according to the California Department of Transportation Scenic Highway Mapping System, there are no state-identified scenic highways in Laguna Hills (California Department of Transportation, 2011).

Should future development occur as a result of this project, any potential impacts relating to scenic vistas and visual resources will be analyzed separately under CEQA as each development occurs. These developments would be subject to the City's design regulations and standards as outlined in the Development Code, which are designed to maintain the existing visual character and quality of the community. Therefore, no impact will occur and no mitigation measures are necessary.

2. Agricultural Resources:

Would the project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less than Significant Impact	No Impact
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	☐	☐	☐	☒
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?	☐	☐	☐	☒
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104 (g))?	☐	☐	☐	☒
d) Result in loss of forest land or conversion of forest land to non-forest use?	☐	☐	☐	☒
e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland to non-agricultural use or conversion of forest land to non-forest use?	☐	☐	☐	☒

Discussion:

- a-e.) No Impact. The Laguna Hills General Plan land use element does not identify farmland or forest resources within the City of Laguna Hills (City of Laguna Hills, 2009). Additionally, the California Department of Conservation does not identify land in Laguna Hills on their maps of important farmland in Orange County (California Department of Conservation, 2010). Therefore, no impact will occur and no mitigation measures are necessary.

3. Air Quality:

Would the project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less than Significant Impact	No Impact
a) Conflict with or obstruct implementation of the applicable air quality plan?	☐	☐	☐	☒
b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?	☐	☐	☐	☒
c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions, which exceed quantitative thresholds for ozone precursors)?	☐	☐	☐	☒
d) Expose sensitive receptors to substantial pollutant concentrations?	☐	☐	☐	☒
e) Create objectionable odors affecting a substantial number of people?	☐	☐	☐	☒

Discussion:

- a.) No impact. The City of Laguna Hills is located in the South Coast Air Basin, which is under the jurisdiction of the South Coast Air Quality Management District (SCAQMD). The most recent applicable air quality plan for this area is the 2012 Air Quality Management Plan published by the SCAQMD. The proposed project will not conflict with the 2012 Air Quality Management Plan since no specific development project is under consideration. Therefore, no impact will occur and no mitigation measures are necessary. Any future proposal to develop the sites included in the Hospitality Overlay Zone will be considered a separate project under CEQA and impacts to this plan will be analyzed for significance.
- b-e.) No impact. The proposed project will not violate any air quality standard, increase a criteria pollutant, expose sensitive receptors to substantial pollutant concentrations, or create objectionable odors since no specific development project is under consideration. Therefore, no impact will occur and no mitigation measures are necessary. Any future proposal to develop the sites included in the Hospitality Overlay Zone will be considered a separate project under CEQA and air quality impacts will be analyzed for significance.

4. Biological Resources:

Would the project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less than Significant Impact	No Impact
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	☐	☐	☐	☒
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	☐	☐	☐	☒
c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	☐	☐	☐	☒
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	☐	☐	☐	☒
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	☐	☐	☐	☒
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional or state habitat conservation plan?	☐	☐	☐	☒

Discussion:

a-c.) No impact. According to the City's General Plan Program EIR, the majority of land within the City of Laguna Hills is developed, with isolated patches of native vegetation limited to isolated patches occurring in stream channels, drainages,

hillsides, and small urban canyons (City of Laguna Hills, 2009). The document also found that there are no documented sensitive plants or wildlife species, habitats, or wetlands in or around the project area (2009). Additionally, no development project is under consideration at this time. Therefore, no impacts will occur and no mitigation measures are necessary. Any future proposal to develop the sites included in the Hospitality Overlay Zone will be considered a separate project under CEQA and any potential impacts to sensitive plants or wildlife species will be analyzed for significance.

- d.) No impact. Although the majority of land within the City of Laguna Hills is developed, the General Plan Program EIR identifies streams and riparian corridors that traverse the City that may serve as limited movement corridors for wildlife species (City of Laguna Hills, 2009). These potential wildlife corridors include Aliso Creek, located in the central part of the City, and Veeh Reservoir and its associated tributaries in the northwestern part of the City. The area affected by the Hospitality Overlay Zone is fully urbanized and is approximately one-half mile from the nearest potential wildlife corridor. Additionally, no specific development project is under consideration at this time. Therefore, no impact will occur and no mitigation measures are necessary. Any future proposal to develop the sites included in the Hospitality Overlay Zone will be considered a separate project under CEQA and any potential impacts to movement of migratory fish and wildlife will be analyzed for significance.
- e.) No impact. The City of Laguna Hills Tree Protection Ordinance regulates the planting, maintenance, protection, and removal of City-owned trees and shrubs in City rights-of-way, parks, and open space (City of Laguna Hills, 2004). The proposed project will not conflict with the City's Tree Protection Ordinance since no specific development project is under consideration. Therefore, no impact will occur and no mitigation measures are necessary. Any future proposal to develop the sites included in the Hospitality Overlay Zone will be considered a separate project under CEQA and any potential impacts to the City's Tree Protection Ordinance will be analyzed for significance.
- f.) No impact. The City of Laguna Hills is included in the County's Natural Community Conservation Plan (NCCP)/Habitat Conservation Plan (HCP), but no land designated as "reserve" under the NCCP/HCP occurs within the planning area (City of Laguna Hills, 2009). Further, since no specific development project is under consideration, no impact will occur and no mitigation measures are necessary. Any future proposal to develop the sites included in the Hospitality Overlay Zone will be considered a separate project under CEQA and any potential impacts to adopted conservation plans will be analyzed for significance.

5. Cultural Resources:

Would the project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less than Significant Impact	No Impact
a) Cause a substantial adverse change in the significance of a historical resource as defined in §15064.5?	☐	☐	☐	☒
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to § 15064.5?	☐	☐	☐	☒
c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	☐	☐	☐	☒
d) Disturb any human remains, including those interred outside of formal cemeteries?	☐	☐	☐	☒

Discussion:

- a.) No impact. The proposed project will not cause a substantial change in the significance of a historical resource as defined in §15064.5 since no specific development project is under consideration. Therefore, no impact will occur and no mitigation measures are necessary. Any future proposal to develop the sites included in the Hospitality Overlay Zone will be considered a separate project under CEQA and impacts to historical resources will be analyzed for significant impacts.
- b.) No impact. The General Plan Program EIR cites 14 archaeological sites within the City and indicates the potential for other archaeological resources to exist (City of Laguna Hills, 2009). The area encompassing the proposed Hospitality Overlay Zone is fully developed, so any archeological resources on the affected properties would have been discovered during their initial development. Additionally, no development project is under consideration at this time. Therefore, no impacts will occur and no mitigation measures are necessary. Any future proposal to develop the sites included in the Hospitality Overlay Zone will be considered a separate project under CEQA and any potential impacts to archeological resources will be analyzed for significance.
- c.) No impact. The General Plan Program EIR indicates that the City is home to paleontological resources ranging from no paleontological sensitivity to high sensitivity and that the development of land has the potential to impact known and unknown paleontological resources (City of Laguna Hills, 2009). The proposed project does not involve land development, since a specific

development proposal is not under consideration at this time. Therefore, no impacts will occur and no mitigation measures are necessary at this time. Any future proposal to develop the sites included in the Hospitality Overlay Zone will be considered a separate project under CEQA and any potential impacts to paleontological resources will be analyzed for significance.

- d.) No impact. The proposed project will not disturb any human remains since no specific development project is under consideration. The General Plan Program EIR indicates that any ground-disturbing activities (such as those associated with land development) have the potential to impact human remains (City of Laguna Hills, 2009). However, there are no known human remains within the project vicinity and the proposed project does not involve ground-disturbing activities. Therefore, no impact will occur and no mitigation measures are necessary. Any future proposal to develop the sites included in the Hospitality Overlay Zone will be considered a separate project under CEQA and impacts to human remains will be analyzed for significance.

6. Geology and Soils:

Would the project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less than Significant Impact	No Impact
a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:				
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning map, issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.	☐	☐	☐	☒
ii) Strong seismic ground shaking?	☐	☐	☐	☒
iii) Seismic-related ground failure, including liquefaction?	☐	☐	☐	☒
iv) Landslides?	☐	☐	☐	☒
b) Result in substantial soil erosion or the loss of topsoil?	☐	☐	☐	☒
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?	☐	☐	☐	☒
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?	☐	☐	☐	☒
e) Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?	☐	☐	☐	☒

Discussion:

a.i-ii.) No impact. According to the most current (2012) Alquist-Priolo Earthquake Fault Zone map published by the California Department of Conservation, the City of Laguna Hills is not located within the boundaries of an established Alquist-Priolo Earthquake Fault Zone (California Department of Conservation, 2012). The proposed project will not expose people or structures to substantial adverse

effects from rupture of a known earthquake fault or strong seismic shaking since no specific development project is under consideration. Therefore, no impact will occur and no mitigation measures are necessary. Any future proposal to develop the sites included in the Hospitality Overlay Zone will be considered a separate project under CEQA and potential impacts will be analyzed for significance.

- a.iii.) No impact. The General Plan Program EIR identifies that a portion of the project area is within a liquefaction hazard zone generally associated with the south branch of the San Diego Creek channel (City of Laguna Hills, 2009). Despite this, the proposed project will not expose people or structures to substantial adverse effects from seismic related ground failure, including liquefaction, since no specific development project is under consideration. Therefore, no impact will occur and no mitigation measures are necessary. Any future proposal to develop the sites included in the Hospitality Overlay Zone will be considered a separate project under CEQA and impacts relating to seismic related ground failure and liquefaction zones will be analyzed for significance.
- a.iv.) No impact. The project area is not located in an area of the City identified by the General Plan Program EIR as susceptible to earthquake-induced landslides and other types of slope failures (City of Laguna Hills, 2009). Additionally, the proposed project will not expose people or structures to substantial adverse effects from landslides since no specific development project is under consideration. Therefore, no impact will occur and no mitigation measures are necessary. Any future proposal to develop the sites included in the Hospitality Overlay Zone will be considered a separate project under CEQA and impacts relating to landslides will be analyzed for significance.
- b.) No impact. The proposed project will not result in substantial soil erosion or loss of topsoil since no specific development project is under consideration. Therefore, no impact will occur and no mitigation measures are necessary. Any future proposal to develop the sites included in the Hospitality Overlay Zone will be considered a separate project under CEQA and impacts relating to soil erosion or loss of topsoil will be analyzed for significance.
- c.) No impact. The properties affected by the Hospitality Overlay Zone are currently developed with office, hotel, and restaurant buildings. Any geologic hazards (such as unstable soil, lateral spreading, subsidence, liquefaction, etc.) associated with these sites would have been identified when they were originally developed. Additionally, the proposed project will not create any geologic hazards since no specific development project is under consideration. Therefore, no impact will occur and no mitigation measures are necessary. Any future proposal to develop the sites included in the Hospitality Overlay Zone will be considered a separate project under CEQA and impacts relating to geologic hazards will be analyzed for significance.

- d.) No impact. The proposed project will not be located on expansive soil since no specific development project is under consideration. Therefore, no impact will occur and no mitigation measures are necessary. Any future proposal to develop the sites included in the Hospitality Overlay Zone will be considered a separate project under CEQA and impacts relating to expansive soils will be analyzed for significance.

- e.) No impact. The proposed project does not involve the use of septic tanks since no specific development project is under consideration. Therefore, no impact will occur and no mitigation measures are necessary. Any future proposal to develop the sites included in the Hospitality Overlay Zone will be considered a separate project under CEQA and impacts relating to wastewater disposal will be analyzed for significance.

7. Greenhouse Gas Emissions:

Would the project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less than Significant Impact	No Impact
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	☐	☐	☐	☒
b) Conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of greenhouse gasses?	☐	☐	☐	☒

Discussion:

- a-b.) No impact. The General Plan Program EIR determined that under the City's twenty year, build-out scenario, annual greenhouse gas emissions would increase by 24% compared to 2008 conditions (City of Laguna Hills, 2009). Thus, any development that occurs in accordance with the General Plan would incrementally contribute towards climate change. The General Plan Program EIR notes that all individual development projects will be required to undergo project-specific environmental review and mitigation measures to reduce significant environmental impacts relating to greenhouse gasses. No specific development proposal is under consideration at this time. Future redevelopment occurring in the Hospitality Overlay Zone will be evaluated for project-specific impacts as they are proposed. No impacts will occur at this time and no mitigation measures are necessary.

8. Hazards and Hazardous Materials:

Would the project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less than Significant Impact	No Impact
a) Create a significant hazard to the public or the environment through the routine transport, use or disposal of hazardous materials?	☐	☐	☐	☒
b) Create a significant hazard to the public or the environment through reasonable foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	☐	☐	☐	☒
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	☐	☐	☐	☒
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	☐	☐	☐	☒
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?	☐	☐	☐	☒
f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?	☐	☐	☐	☒
g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	☐	☐	☐	☒
h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?	☐	☐	☐	☒

Discussion:

a-c.) No impact. The proposed project will not involve routine transport, use, or disposal of hazardous materials since no specific development project is under consideration. Additionally, the proposed project is not located within one-

quarter mile of an existing or proposed school as confirmed by the City's GIS mapping system (City of Laguna Hills, 2014). Therefore, no impact will occur and no mitigation measures are necessary. Any future proposal to develop the sites included in the Hospitality Overlay Zone will be considered a separate project under CEQA and impacts relating to hazardous materials will be analyzed for significance.

- d.) No Impact. The City's General Plan Program EIR identifies seven properties that are listed on the California Environmental Protection Agency's annual Hazardous Waste and Substances List, also known as the "Cortese List" (City of Laguna Hills, 2009). None of these properties are in or near the proposed Hospitality Overlay Zone. No impact will occur and no mitigation measures are necessary.
- e-f.) No impact. The proposed Hospitality Overlay Zone is not located within the boundaries of an airport land use plan or within the vicinity of a public or private airport. No impact will occur and no mitigation measures are necessary.
- g.) No impact. The proposed project does not include a specific development proposal that will impair or interfere with an adopted emergency response plan or emergency evacuation plan since no development is proposed. No impact will occur and no mitigation measures are necessary.
- h.) No impact. According to the latest Fire Hazard Severity Zone maps for Orange County released by CAL FIRE in 2011, there are no "Very High" fire severity areas within the City of Laguna Hills (CAL FIRE, 2011). Additionally, no specific development proposal is under consideration at this time. No impact will occur and no mitigation measures are necessary.

9. Hydrology and Water Quality:

Would the project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less than Significant Impact	No Impact
a) Violate any water quality standards or waste discharge requirements?	☐	☐	☐	☒
b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge, such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?	☐	☐	☐	☒
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?	☐	☐	☐	☒
d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner, which would result in flooding on- or off-site?	☐	☐	☐	☒
e) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?	☐	☐	☐	☒
f) Otherwise substantially degrade water quality?	☐	☐	☐	☒
g) Place housing within a 100-year flood hazard area as mapped on a federal Flood hazard Boundary of Flood Insurance Rate Map or other flood hazard delineation map?	☐	☐	☐	☒
h) Place within 100-year flood hazard area structures, which would impede or redirect flood flows?	☐	☐	☐	☒
i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?	☐	☐	☐	☒
j) Inundation by seiche, tsunami, or mudflow?	☐	☐	☐	☒

Discussion:

- a.) No impact. The proposed project will not violate any water quality standards or waste discharge requirements since no specific development project is under consideration. Therefore, no impact will occur and no mitigation measures are necessary. Any future proposal to develop the sites included in the Hospitality Overlay Zone will be considered a separate project under CEQA and impacts relating to water quality standards or waste discharge requirements will be analyzed for significance.
- b.) No impact. Therefore, no impact will occur and no mitigation measures are necessary. The proposed project will not affect groundwater supplies or interfere with groundwater recharge since no specific development project is under consideration. Therefore, no impact will occur and no mitigation measures are necessary. Any future proposal to develop the sites included in the Hospitality Overlay Zone will be considered a separate project under CEQA and groundwater impacts will be analyzed for significance.
- c-e.) No impact. The proposed project will not affect existing drainage patterns since no specific development project is under consideration. Therefore, no impact will occur and no mitigation measures are necessary. Any future proposal to develop the sites included in the Hospitality Overlay Zone will be considered a separate project under CEQA and site drainage impacts will be analyzed for significance.
- f.) No impact. The proposed project will not violate any water quality standard since no specific development project is under consideration. Therefore, no impact will occur and no mitigation measures are necessary. Any future proposal to develop the sites included in the Hospitality Overlay Zone will be considered a separate project under CEQA and water quality impacts will be analyzed for significance.
- g-h.) No impact. The City's General Plan Program EIR identified three areas in the City as 100-year flood hazard areas as mapped in the Federal Insurance Rate Maps (City of Laguna Hills, 2009). These areas are located around Aliso Creek, Veeh Reservoir, Mill Creek, and in a zone northwest of Alicia Parkway in the southern portion of the City, outside of the proposed project area. Therefore, no impact will occur and no mitigation measures are necessary.
- i.) No impact. The City's General Plan Program EIR identifies specific areas of the City where there is potential for flooding due to failure of a levee, dam or reservoir (City of Laguna Hills, 2009). These areas include the southeastern edge of the City adjacent to the I-5 Freeway and the area immediately adjacent to the Veeh Reservoir and Sulphur Creek Reservoir. The project area is not located within or near these areas, so no impact will occur and no mitigation measures are necessary.

- j.) No impact. Due to its inland location, the City of Laguna Hills is not located within an inundation zone associated with any seiche, tsunami, or mudflow event. No impact will occur and no mitigation measures are necessary.

10. Land Use and Planning:

Would the project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less than Significant Impact	No Impact
a) Physically divide an established community?	☐	☐	☐	☒
b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?	☐	☐	☐	☒
c) Conflict with any applicable habitat conservation plan or natural community conservation plan?	☐	☐	☐	☒

Discussion:

- a.) No impact. The City of Laguna Hills is a built-out community and any new development that occurs as a result of this project will follow existing development patterns, which are characterized by high-density, 2-6 story office buildings and hotels. The proposed project will establish a Hospitality Overlay Zone, which will allow for a greater maximum density (1.0 Floor Area Ratio) to be applied to hotel uses. Because the area within and surrounding the proposed Hospitality Overlay Zone already experiences higher density than in other areas of the Mixed Use zone, the project will not physically divide an established community. Additionally, no specific development proposal is under consideration at this time. No impact will occur and no mitigation measures are necessary.
- b.) No impact. The Regional Comprehensive Plan (RCP) and Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS) are two plans developed by the Southern California Association of Governments (SCAG) that include policies targeting greenhouse gas emissions from land use and transportation activities. While SCAG does not have the authority to mandate implementation of its policies, the City of Laguna Hills has nonetheless considered them a worthwhile undertaking in its own planning activities. The proposed Hospitality Overlay Zone will not conflict with any of the goals or policies of SCAG's regional plans and will even promote a number of goals and policies by encouraging infill and redevelopment. The City's General Plan anticipates a "build-out" capacity of 4,933,549 square feet of commercial development in the North Laguna Hills area, and this projection will not change as part of the proposed project (City of Laguna Hills, 2009). This build-out

projection was also provided to SCAG during development of the RTP/SCS and future development that occurs within the Hospitality Overlay Zone will be analyzed to ensure consistency with that projection, the RCP, and RTP/SCS. Outside of the RCP and RTP/SCS, implementation of the Hospitality Overlay Zone will require amendments to the General Plan and Development Code to ensure consistency internally and between these two policy documents. No impact will occur and no mitigation measures are necessary.

- c.) No impact. According to the City's General Plan Program EIR, there are currently no adopted habitat conservation plans or natural community conservation plans in the City of Laguna Hills (City of Laguna Hills, 2009). No impact will occur and no mitigation measures are necessary.

11. Mineral Resources:

Would the project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less than Significant Impact	No Impact
a) Result in the loss of availability of a known mineral resource that would be a value to the region and the residents of the state?	☐	☐	☐	☒
b) Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?	☐	☐	☐	☒

Discussion:

- a-b.) No impact. According to the City's General Plan Program EIR, the City is not located within an area that is specifically identified by the California Department of Mines and Geology as having substantial mineral resources (City of Laguna Hills, 2009). Further, the City is a fully developed, urbanized area and no new construction or soil disturbance will be affected. Therefore, no impact will occur and no mitigation measures are necessary.

12. Noise:

Would the project result in:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less than Significant Impact	No Impact
a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	☐	☐	☐	☒
b) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?	☐	☐	☐	☒
c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?	☐	☐	☐	☒
d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?	☐	☐	☐	☒
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	☐	☐	☐	☒
f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?	☐	☐	☐	☒

Discussion:

- a.) No impact. The proposed project will not violate any established noise standard since no specific development project is under consideration. Therefore, no impact will occur and no mitigation measures are necessary. Any future proposal to develop the sites included in the Hospitality Overlay Zone will be considered a separate project under CEQA and noise impacts will be analyzed for significance.
- b-d.) No impact. The proposed project will not create or add to existing sources of groundborne vibration or noise since no specific development project is under consideration. Therefore, no impact will occur and no mitigation measures are necessary. Any future proposal to develop the sites included in the Hospitality Overlay Zone will be considered a separate project under CEQA and impacts relating to groundborne vibration and noise will be analyzed for significance.

- e.) No impact. The General Plan Land Use Element shows the project area is not located within an area that is subject to the requirements of an airport land use plan or within two miles of a public airport or public use airport (City of Laguna Hills, 2009). No impact will occur and no mitigation measures are necessary.
- f.) No impact. The General Plan Land Use Element shows the project area is not located within the vicinity of a private airstrip (City of Laguna Hills, 2009). No impact will occur and no mitigation measures are necessary.

13. Population and Housing:

Would the project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less than Significant Impact	No Impact
a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	☐	☐	☐	☒
b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?	☐	☐	☐	☒
c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?	☐	☐	☐	☒

Discussion:

a-c.) No impact. Creation of the Hospitality Overlay Zone will not directly or indirectly induce substantial population growth since a specific development proposal is not under consideration at this time. Future development that occurs within the Hospitality Overlay Zone is not expected to include new housing or require expansion of existing infrastructure. Instead, future development is expected to be consistent with the growth projections outlined in the General Plan and with the Southern California Association of Governments' Regional Transportation Plan and Sustainable Community Strategy. Finally, future development within the Hospitality Overlay Zone will be evaluated under CEQA on a project-specific basis. No impact will occur at this time and no mitigation measures are necessary.

14. Public Services:

Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less than Significant Impact	No Impact
a) Fire protection?	☐	☐	☐	☒
b) Police protection?	☐	☐	☐	☒
c) Schools?	☐	☐	☐	☒
d) Parks?	☐	☐	☐	☒
e) Other public facilities?	☐	☐	☐	☒

Discussion:

- a.) No impact. The proposed project will not impact fire protection services since no specific development project is under consideration. Therefore, no impact will occur and no mitigation measures are necessary. Any future proposal to develop the sites included in the Hospitality Overlay Zone will be considered a separate project under CEQA and impacts to fire protection services will be analyzed for significance.
- b.) No impact. The proposed project will not impact police protection services since no specific development project is under consideration. Therefore, no impact will occur and no mitigation measures are necessary. Any future proposal to develop the sites included in the Hospitality Overlay Zone will be considered a separate project under CEQA and impacts to police protection services will be analyzed for significance.
- c.) No impact. The proposed project will not have an adverse affect on local school services since no specific development proposal is under consideration. Student generation rates for the Saddleback Valley Unified School District (SVUSD) are determined by the number and type of dwelling units within a service area (Davis Demographics & Planning, Inc., 2004). Future housing development within the Hospitality Overlay Zone will not occur as a result of this amendment that would increase the number of students within the SVUSD service area. Therefore, no impacts will occur and no mitigation measures are necessary.
- d.) No impact. The proposed project will not impact park services since no specific development project is under consideration. Therefore, no impact will occur and

no mitigation measures are necessary. Any future proposal to develop the sites included in the Hospitality Overlay Zone will be considered a separate project under CEQA and park impacts will be analyzed for significance.

- e.) No impact. The proposed project will not impact public facilities since no specific development project is under consideration. Therefore, no impact will occur and no mitigation measures are necessary. Any future proposal to develop the sites included in the Hospitality Overlay Zone will be considered a separate project under CEQA and impacts to public facilities will be analyzed for significance.

15. Recreation:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less than Significant Impact	No Impact
a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities, such that substantial physical deterioration of the facility would occur or be accelerated?	☐	☐	☐	☒
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities, which might have an adverse physical effect on the environment?	☐	☐	☐	☒

Discussion:

- a-b.) No impact. The proposed project will not impact neighborhood parks, regional parks, or other recreational facilities since no specific development project is under consideration. Therefore, no impact will occur and no mitigation measures are necessary. Any future proposal to develop the sites included in the Hospitality Overlay Zone will be considered a separate project under CEQA and recreational facility impacts will be analyzed for significance.

16. Transportation and Traffic:

Would the project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less than Significant Impact	No Impact
a) Conflict with an applicable plan, ordinance, or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?	☐	☐	☐	☒
b) Conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?	☐	☐	☐	☒
c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?	☐	☐	☐	☒
d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	☐	☐	☐	☒
e) Result in inadequate emergency access?	☐	☐	☐	☒
f) Conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?	☐	☐	☐	☒

Discussion:

- a.) No impact. The proposed project will not conflict with any plan, ordinance, or policy regulating the City's circulation system since no specific development project is under consideration. Therefore, no impact will occur and no mitigation measures are necessary. Any future proposal to develop the sites included in the Hospitality Overlay Zone will be considered a separate project under CEQA and impacts to the City's circulation system will be analyzed for significance.
- b.) No impact. The proposed project will not conflict with an adopted congestion management plan since no specific development project is under consideration.

Therefore, no impact will occur and no mitigation measures are necessary. Any future proposal to develop the sites included in the Hospitality Overlay Zone will be considered a separate project under CEQA and impacts to a congestion management plan will be analyzed for significance.

- c.) No impact. The City's General Plan Land Use Element shows there are no airports located near the project area (City of Laguna Hills, 2009). No aviation-related elements are included in this project and no elements of this project will affect existing air traffic patterns. No impact will occur and no mitigation measures are necessary.
- d.) No impact. The proposed project will not create hazards or incompatible uses since no specific development project is under consideration. Therefore, no impact will occur and no mitigation measures are necessary. Any future proposal to develop the sites included in the Hospitality Overlay Zone will be considered a separate project under CEQA and hazardous impacts will be analyzed for significance.
- e.) No impact. No specific development proposal is under consideration that would result in inadequate emergency access. Therefore no impacts will occur and no mitigation measures are necessary. The proposed project will not result in inadequate emergency access since no specific development project is under consideration. Therefore, no impact will occur and no mitigation measures are necessary. Any future proposal to develop the sites included in the Hospitality Overlay Zone will be considered a separate project under CEQA and impacts to emergency access will be analyzed for significance.
- f.) No impact. No specific development proposal is under consideration. Therefore no impacts will occur and no mitigation measures are necessary. The proposed project will not conflict with any adopted plans, policies or programs relating to public transit or bicycle and pedestrian facilities since no specific development project is under consideration. Therefore, no impact will occur and no mitigation measures are necessary. Any future proposal to develop the sites included in the Hospitality Overlay Zone will be considered a separate project under CEQA and impacts to these facilities will be analyzed for significance.

17. Utilities and Service Systems:

Would the project:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less than Significant Impact	No Impact
a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?	☐	☐	☐	☒
b) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	☐	☐	☐	☒
c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	☐	☐	☐	☒
d) Have sufficient water supplies available to serve the project from existing entitlements and resources or are new or expanded entitlements needed?	☐	☐	☐	☒
e) Result in a determination by the wastewater treatment provider, which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	☐	☐	☐	☒
f) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?	☐	☐	☐	☒
g) Comply with federal, state, and local statutes and regulations related to solid waste?	☐	☐	☐	☒

Discussion:

- a-b.) No impact. No specific development proposal is under consideration that would exceed wastewater treatment requirements of the local Regional Water Quality Control Board. For potential future development within the Hospitality Overlay Zone, the General Plan Program EIR found that the El Toro Water District has sufficient wastewater treatment capacity to serve potential development and redevelopment within the City, including the "build-out" scenario of 4,933,549 square feet of commercial development in the North Laguna Hills area (City of Laguna Hills, 2009). The proposed project will not impact this projection. As a matter of practice, the City routinely reviews development projects in consultation with the appropriate water district to ensure that sufficient wastewater

infrastructure capacity continues to be available. No impact will occur and no mitigation measures are necessary.

- c.) No impact. The General Plan Program EIR examined future land development within the City under a “build-out” scenario of 4,933,549 square feet of commercial development in the North Laguna Hills area and concluded that the existing flood control and storm water drainage systems are sufficient to handle the projected demand (City of Laguna Hills, 2009). The proposed project will not change the build-out scenario for the North Laguna Hills area. No impact will occur and no mitigation measures are necessary.
- d.) No impact. No specific development proposal is under consideration that would require new or expanded water supply facilities. The project area is serviced by the El Toro Water District, which concludes in its 2010 Urban Water Management Plan that it expects to have adequate water supply available to meet the demand posed by growth within its jurisdiction through 2035 (El Toro Water District, 2011). This determination considered the “build-out” scenario outlined in the City’s General Plan, where the North Laguna Hills area is expected to accommodate 4,933,549 square feet of commercial development (City of Laguna Hills, 2009). The proposed project will not change this build-out scenario. Finally, future development within the Hospitality Overlay Zone will be reviewed in consultation with the El Toro Water District to ensure adequate availability of long-term water supplies to the development. No impact will occur and no mitigation measures are necessary.
- e.) No impact. The South Orange County Wastewater Authority has indicated that the remaining capacity at its wastewater treatment facility is sufficient to serve potential new development and redevelopment in Laguna Hills, which includes 4,933,549 square feet of commercial development in the North Laguna Hills area (City of Laguna Hills, 2009). The proposed project will not change this growth projection. Additionally, no specific development proposal is under consideration at this time. No impact will occur and no mitigation measures are necessary.
- f.) No impact. No specific development proposal is under consideration that would require additional landfill capacity. Future development within the Hospitality Overlay Zone will create demand for solid waste services, but the demand generated is not expected to be greater than what was anticipated under the General Plan’s “build-out” scenario of 4,933,549 square feet of commercial development in the North Laguna Hills area (City of Laguna Hills, 2009). The proposed project will not change this build-out scenario. The City of Laguna Hills is currently served by the Frank R. Bowerman Landfill near the San Joaquin Foothills, which is expected to sufficiently accommodate the City’s solid waste disposal needs until its closure in 2022 (City of Laguna Hills, 2009). After its closure, the City plans for regional landfills to be able to accommodate the City’s solid waste disposal needs for the foreseeable future (2009). No impact will occur at this time and no mitigation measures are necessary.

- g.) No impact. No specific development proposal is under consideration that would conflict with federal, state, or local statutes and regulations related to solid waste. Any future development within the Hospitality Overlay Zone will be required to implement the City's solid waste reduction programs to further the City's goal of remaining in compliance with the California Integrated Waste Management Act of 1989. No impact will occur and no mitigation measures are necessary.

18. Mandatory Findings of Significance:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less than Significant Impact	No Impact
a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?	☐	☐	☐	☒
b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.)	☐	☐	☒	☐
c) Does the project have environmental effects, which will cause substantial adverse effects on human beings, either directly or indirectly?	☐	☐	☐	☒

Discussion:

- a.) No impact. As outlined in responses to "Biological Resources," "Agriculture and Forest Resources," and "Cultural Resources," the proposed project does not have the potential to substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of major periods of California history or prehistory. As discussed throughout this analysis, no specific development proposal is under consideration at this time as the proposed project is policy oriented.
- b.) Less than significant impact. While no specific development proposal is under consideration at this time, this project may lead to future development due to the development standards offered to hotel uses within the overlay zone. Because the project area is a fully developed urban environment, future development is expected to occur reusing existing commercial structures (such as office buildings or hotels). As such, the "net" impact of future development within the

Hospitality Overlay Zone is expected to be less than significant. For example, the City's General Plan projects a total of 4,933,549 square feet of commercial development in the North Laguna Hills area as a "build-out" scenario, and this will not change as a result of this project (City of Laguna Hills, 2009). As outlined in the responses to "Public Services," and "Utilities and Service Systems," cumulative impacts are expected from future development, but the extent of those impacts can only be speculated at this time. Therefore, future development within the Hospitality Overlay Zone will be analyzed under CEQA for cumulative environmental impacts on a project-specific basis.

- c.) No impact. This project does not include a specific development proposal that will cause substantial adverse effects on human beings. The project is policy-oriented to allow for the creation of a Hospitality Overlay Zone. The impacts of future development within the Hospitality Overlay Zone will be analyzed under CEQA on a project-specific basis.

Exhibits:

- A. Proposed Hospitality Overlay Zone map

WORKS CITED

- CAL FIRE. (2011, October 11). *Fire Hazard Severity Zones Maps*. Retrieved July 23, 2013, from Orange County Fire Hazard Severity Zones in SRA: http://frap.cdf.ca.gov/webdata/maps/orange/fhszs_map.30.pdf
- California Department of Conservation. (2012, September 21). *California Department of Conservation*. Retrieved March 21, 2014, from Alquist-Priolo Earthquake Fault Zone Maps: http://www.quake.ca.gov/gmaps/ap/ap_maps.htm
- California Department of Conservation. (2010). *Farmland Mapping and Monitoring Program*. Retrieved March 3, 2014, from Orange County Important Farmland: <ftp://ftp.consrv.ca.gov/pub/dlrp/FMMP/pdf/2010/ora10.pdf>
- California Department of Transportation. (2011, September 7). *California Scenic Highway Mapping System*. Retrieved March 3, 2014, from http://www.dot.ca.gov/hq/LandArch/scenic_highways/index.htm
- City of Laguna Hills. (2009). *City of Laguna Hills General Plan Program Environmental Impact Report*.
- City of Laguna Hills. (2009). *Laguna Hills General Plan*.
- City of Laguna Hills. (2014, March 18). Laguna Hills Geographic Information Mapping System. Laguna Hills, CA.
- City of Laguna Hills. (2004). Trees and Shrubs in Public Places. In C. o. Hills, *Laguna Hills Municipal Code* (pp. Chapter 8-08).
- Davis Demographics & Planning, Inc. (2004). *Student Population Projections by Residence*. Saddleback Valley Unified School District, Lake Forest.
- El Toro Water District. (2011, August 1). *Urban Water Management Plan*. Retrieved August 23, 2013, from <http://www.etwd.com/pdfs/UWMP.pdf>

EXHIBIT A



GPA/ZC/ZTA-06-13-2608
Attachment 2

Proposed Resolution Adopting a Negative Declaration

RESOLUTION NO. 2014-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, ADOPTING A NEGATIVE DECLARATION FOR CASE NO. GPA/ZC/ZTA-06-13-2608, GENERAL PLAN AND DEVELOPMENT CODE AMENDMENTS TO ESTABLISH A HOSPITALITY OVERLAY ZONE OVERLAY DISTRICT AND ALTERNATIVE STANDARDS FOR HOTEL USES.

The City Council of the City of Laguna Hills, California, hereby finds, determines, declares, and resolves as follows:

WHEREAS, the City of Laguna Hills is considering approval of Case No. GPA/ZC/ZTA-06-13-2608 (i) an amendment to the Laguna Hills General Plan Land Use Element to increase the allowable building density/intensity for hotel uses within the Freeway Commercial and Mixed Use General Plan Land Use Districts and to enact policies to encourage targeted infill development and the development of hotel uses on certain properties with proximity to, and visibility from, the I-5 Freeway, and (ii) an amendment to the Laguna Hills Development Code and Zoning Map to establish a new "Hospitality Overlay Zone" overlay district and related alternative development standards pertaining to building setbacks, height, and floor area ratio for hotel uses over an area of +/- 19 acres generally located south of Lake Forest Drive and west of Avenida de la Carlota (collectively these amendments constitute the "Project"); and

WHEREAS, pursuant to the provisions of the California Environmental Quality Act, Public Resources Code Sections 21000 *et. seq.* ("CEQA"), the State's CEQA Guidelines, California Code of Regulation, Title 14, Section 15000 *et. seq.*, an Initial Study was prepared and it has been determined that the proposed Project qualifies for a Negative Declaration because the Project cannot, or will not, have a significant effect on the environment; and

WHEREAS, the Negative Declaration was prepared and circulated in accordance with the CEQA and CEQA's implementing guidelines; and

WHEREAS, the City Council of the City of Laguna Hills held a duly noticed public hearing on May 13, 2014 to consider the Project, the proposed Negative Declaration, and all oral and written comments and testimony received prior to or at the public hearing, and all interested persons were given an opportunity to be heard.

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

SECTION 1. The foregoing recitals are true and correct.

SECTION 2. The City Council of the City of Laguna Hills has considered the proposed Negative Declaration together with comments received during the public review process.

SECTION 3. The City Council of the City of Laguna Hills finds on the basis of the whole record before it, including the initial study and comments received, that there is no substantial evidence that the project will have a significant effect on the environment.

SECTION 4. The City Council of the City of Laguna Hills further finds that the adoption of the Negative Declaration reflects the City Council's independent judgment and analysis.

SECTION 5. Therefore, the City Council of the City of Laguna Hills, in regular session assembled on May 13, 2014, does hereby adopt the Negative Declaration for the Project.

SECTION 6. The record of proceedings on which the City Council's decision is based is located at the City of Laguna Hills, 24035 El Toro Road, Laguna Hills, California. The custodian of records of proceedings is the Community Development Director for the City of Laguna Hills.

PASSED, APPROVED, AND ADOPTED this 13th day of May 2014.

ANDREW BLOUNT, MAYOR

ATTEST:

PEGGY J. JOHNS, CITY CLERK

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

I, Peggy J. Johns, City Clerk of the City of Laguna Hills, California, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. 2014-XXX by the City Council of the City of Laguna Hills, California, at a Regular Meeting thereof held on the 13th day of May 2014, by the following vote:

AYES:

NOES:

Resolution No. PA2014-

ABSENT:

ABSTAIN:

PEGGY J. JOHNS, CITY CLERK

GPA/ZC/ZTA-06-13-2608
Attachment #3

Proposed Resolution for Approval of a General Plan Amendment

RESOLUTION NO. PA2014-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, APPROVING GENERAL PLAN AMENDMENT NO. 06-13-2608, AN AMENDMENT TO THE GENERAL PLAN LAND USE ELEMENT INCREASING ALLOWABLE DEVELOPMENT INTENSITY FOR HOTEL USES IN THE FREEWAY COMMERCIAL AND MIXED USE GENERAL PLAN LAND USE DESIGNATIONS AND ESTABLISHING POLICIES TO ENCOURAGE TARGETED INFILL AND HOTEL DEVELOPMENT.

The City Council of the City of Laguna Hills, California, hereby finds, determines, declares, and resolves as follows:

WHEREAS, the City of Laguna Hills proposes to amend the Laguna Hills General Plan Land Use Element to increase the allowable building density/intensity for hotel uses within the Freeway Commercial and Mixed Use General Plan Land Use Districts and to enact policies to encourage targeted infill development and the development of hotel uses on properties in North Laguna Hills with proximity to, and visibility from, Interstate 5; and

WHEREAS, increasing the number of hotel developments within the City would: 1) increase the City's transient occupancy tax revenue base to fund services and capital projects that serve the residents and businesses of the City of Laguna Hills; 2) support local businesses that cater to transient business and tourism travel needs; 3) promote South Orange County as a tourist destination; and 4) provide temporary construction and permanent jobs to residents of Laguna Hills and throughout the region; and

WHEREAS, the City staff has identified that certain properties located within the Freeway Commercial and Mixed Use General Plan Land Use designations, which encompass most of North Laguna Hills, are opportunity areas for hotel development due to their access, proximity and visibility to Interstate 5, proximity to important regional employment centers, and proximity to John Wayne Airport; and

WHEREAS, current allowable development intensities applicable to properties within the Freeway Commercial and Mixed Use General Plan Land Use designations, limit the feasibility of hotel development; and

WHEREAS, the proposed General Plan Amendment would encourage and facilitate the adoption of more flexible development standards for future hotel development on those properties in North Laguna Hills that are most likely to support hotel uses; and

WHEREAS, the City Council approved Resolution No. ____ during its meeting on May 13, 2014, adopting a Negative Declaration for General Plan Amendment No. 06-13-2608 pursuant to the California Environmental Quality Act,

California Public Resources Section 21000 et seq. ("CEQA") and CEQA's implementing guidelines, California Code of Regulations, Title 14, Sections 15000 et seq.; and

WHEREAS, the City has complied with Government Code Section 65352.3 by providing a 90-day consultation period to California Native American tribes on the contact list maintained by the Native American Heritage Commission; and

WHEREAS, the proposed amendments do not constitute a "substantial amendment" to the City's existing General Plan triggering "Referral of plans" as described by Section 65352 of the Government Code; and

WHEREAS, the City properly noticed the public hearing concerning the adoption of this Resolution pursuant to Government Code section 6061 and as required under Government Code section 65090; and

WHEREAS, the City Council of the City of Laguna Hills has considered information pertaining to General Plan Amendment No. 06-13-2608 presented by City Staff, the public, and other interested parties at a Public Hearing held on May 13, 2014.

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

SECTION 1. The above recitals are true and correct, and are incorporated herein by reference.

SECTION 2. That the required findings by the City for approval of the proposed General Plan Amendment have been met and made as follows:

1. That the amendment or plan is consistent with the intent of the goals and policies of the General Plan as a whole, and is not inconsistent with any element thereof:

The proposed General Plan Amendment is consistent with the intent of the goals and policies of the General Plan, particularly as they pertain to the General Plan Land Use Element. The proposed amendments reinforce many of the goals and policies found in the Land Use Element, including the encouragement of infill redevelopment in an economically and environmentally sustainable manner (Goal LU-3), expanding of the variety of services, shopping, and entertainment opportunities in the community (Goal LU-6), and facilitating the creation and expansion of private sector businesses and local career choices for Laguna Hills residents (Goal LU-7).

2. That the amendment or plan is necessary to prescribe reasonable controls and standards for affected land uses to insure compatibility and integrity of those uses with other established uses:

The proposed General Plan Amendment will add policies to the General Plan Land Use Element encouraging more flexible development standards incentivizing future hotel development in the North Laguna Hills area. Hotel uses are considered appropriate land uses within the General Plan's Freeway Commercial and Mixed Use designations and several hotels are already located within these land use designations and near the I-5 Freeway. Therefore, adoption of the proposed General Plan Amendment will not affect the compatibility and integrity of existing uses in the area.

3. That the amendment or plan is necessary to provide reasonable property development rights while protecting environmentally sensitive land uses and species:

The proposed General Plan Amendment will provide additional property development rights by establishing goals and policies directed at encouraging future hotel development through adoption of more flexible developments standards for hotel uses in the North Laguna Hills area. In order to evaluate the potential impacts the proposed General Plan Amendment will have on environmentally sensitive land uses and species, an Initial Study was prepared in accordance with the California Environmental Quality Act. Based on the whole record before it, including the Initial Study and comments received during the public review process and the public hearing, the City Council determined that there is no substantial evidence that the proposed General Plan Amendment will have a significant effect on the environment and adopted a Negative Declaration for the Project.

4. That the plan or amendment is necessary to correct discrepancies in standards or policies within the plan area or land use category:

The proposed General Plan Amendment establishes new policies directed at encouraging future hotel development in the North Laguna Hills area and increases the maximum allowable development intensity for hotel uses in the Freeway Commercial and Mixed Use General Plan Land Use Districts. These changes will result in consistency with other existing goals and policies found in the Land Use Element, including the encouragement of infill redevelopment in an economically and environmentally sustainable manner (Goal LU-3), expanding of the variety of services, shopping, and entertainment opportunities in the

community (Goal LU-6), and facilitating the creation and expansion of private sector businesses and local career choices for Laguna Hills residents (Goal LU-7). Per Section 65358 of the California Government Code, cities may amend all or part of an adopted General Plan if it deems it to be in the public interest. Adding new policies promoting sustainable and creative infill development is in the public interest.

5. That the plan or amendment is necessary to protect the general health, safety, or general welfare of the community as a whole:

The proposed General Plan Amendment will establish new policies directed at encouraging future hotel development through adoption of more flexible development standards for hotel uses in the North Laguna Hills area. These policies will increase the City's transient occupancy tax revenue base to fund services and capital projects that serve the residents and businesses of the City of Laguna Hills, support local businesses that cater to transient business and tourism travel needs, promote South Orange County as a tourist destination, and provide a potential source of temporary construction and permanent jobs to residents of Laguna Hills and throughout the region. All these activities are potential direct and in-direct results of the proposed General Plan Amendment. By strengthening local economic activity, which in turn enhances local revenues through which public services are provided, the general health, safety, and general welfare of the community is enhanced and therefore protected.

SECTION 3. Based on the findings set forth herein, the City Council hereby approves and adopts General Plan Amendment No. 06-13-2608 amending the Laguna Hills General Plan Land Use Element, a copy of which is attached hereto as Exhibit "A," with changes shown in "underline/strikeout" format. The City Clerk is directed to update the appropriate sections of General Plan Land Use Element in accordance with Exhibit "A."

SECTION 4. This Resolution shall take effect on the thirty-first (31st) day following adoption.

PASSED, APPROVED, AND ADOPTED this 13th day of May 2014.

ANDREW BLOUNT, MAYOR

ATTEST:

PEGGY J. JOHNS, CITY CLERK

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

I, Peggy J. Johns, City Clerk of the City of Laguna Hills, California, DO
HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution
No. PA2014-XXX by the City Council of the City of Laguna Hills, California, at a Regular
Meeting thereof held on the 13th day of May 2014, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

PEGGY J. JOHNS, CITY CLERK

EXHIBIT A

**Table LU-1
Land Use Designations**

	Land Use Designation	Density or Intensity	Description
Commercial Land Uses			
	Village Commercial (VC)	No maximum FAR restrictions	The Village Commercial designation is envisioned as a master planned area (Urban Village Specific Plan area) containing specific design standards and policies that enhance pedestrian and vehicle circulation within the currently developed area. The intent of this designation is to establish a community core where commercial, civic, and high density residential uses would be appropriate. The area will contain enhanced pedestrian areas that conveniently link commercial, residential, and civic activity areas. Typical uses include those associated with large regional malls, as well as a medical center, financial institutions, institutional and governmental uses, auto-related services, community facilities, professional offices, and high density residential uses.
	Freeway Commercial (FC)	Maximum 0.40 FAR Maximum 1.0 FAR for hotel uses	The Freeway Commercial designation provides for the development and maintenance of medium intensity commercial uses that serve the needs of the motoring public in the local community and the regional area. This designation is intended to provide an environment that takes advantage of the superior access and visibility provided by the I-5 Freeway. Typical uses include those uses allowed under the Community Commercial designation, restaurants, discount warehouse outlets, service stations, and hotels and motels. <u>More flexible development standards are allowed for hotel uses in order to help facilitate hotel development.</u>
	Community Commercial (CC)	Maximum 0.35 FAR	The Community Commercial designation provides appropriately located areas for the general shopping and commercial service needs of area residents. Typical uses include general retail, markets, commercial services, restaurants, automotive repair and service, hardware and home improvement centers, commercial recreation, professional and business offices, financial institutions, and automotive sales.

**Table LU-1
Land Use Designations**

	Land Use Designation	Density or Intensity	Description
Office Land Uses			
	Office Professional (OP)	Maximum 0.50 FAR	The Office Professional designation provides for the establishment of office-based working environments for administrative and professional offices, as well as necessary support uses. Typical uses include administrative and professional offices, business-related retail and service functions, health care facilities, and vocational and trade schools.
Mixed Use Land Uses			
	Mixed Use (MXU)	Maximum 0.38 FAR	The Mixed Use designation provides for areas where a variety of goods and services can be obtained within an overall planned environment. Within the Mixed Use designation, appropriate land uses include limited industrial and manufacturing uses, administrative and professional uses, institutional and government uses, business support uses, auto-related uses, eating and drinking establishments, personal services, and retail sales of durable goods and general retail sales. <u>More flexible development standards are allowed for hotel uses in order to help facilitate hotel development.</u>
		Maximum 1.0 FAR for hotel uses	
	Neighborhood Mixed Use (NMU)	Maximum 0.38 FAR of .30 non-residential FAR and 0.08 residential FAR	The Neighborhood Mixed Use designation provides areas for a variety of different, compatible land uses to exist in proximity. The intent of the Neighborhood Mixed Use designation is to create attractive neighborhood-level centers that promote a more active, vibrant street life; increase pedestrian activity and reduce vehicular traffic; provide storefront style shopping streets; that provide a variety of compact, multi-family housing types close to jobs and services; and/or encourage walking and social interaction. Within the Neighborhood Mixed Use designation, appropriate land uses include mid-box anchors; administrative and professional uses; grocery and specialty stores; business support uses; eating and drinking establishments; cinemas; personal services; residential condos, apartments, and townhomes; and mixed use structures.

North Business Park

The North Business Park future study area is located in the northern part of Laguna Hills and is generally bounded by Lake Forest Drive on the north, Avenida de La Carlota on the east, Ridge Route Drive on the south, and Mill Creek Drive on the west. The area is approximately 380 acres. The majority (262 acres) of this study area is designated as Mixed Use. To the east of this area and adjacent to I-5 is approximately 54 acres designated as Freeway Commercial. A mobile home park is also within the southern portion of the area.

Existing uses within the North Business Park area includes offices, retail, restaurants, motels, furniture stores, and industrial businesses. These businesses provide important employment and services for the residents of the City and provide the City with valuable sales tax revenue. No land use designation changes are proposed in this area.

Since many of the facilities within this future study area are one-story tilt-up construction buildings, opportunities for intensification are possible. Larger and better designed buildings could be built, perhaps containing more than one story, subject to the established FAR requirements and other development standards for the area. Additionally, some of the buildings in the southern portion of the study area could be reoriented toward Aliso Creek.

The development of new hotel uses could be encouraged on certain properties within this future study area with proximity to, and visibility from, the I-5 Freeway, through the adoption of more flexible development standards, including increased maximum floor area ratios for hotel uses.

Urban Village

The Urban Village future study area is within the boundaries of the existing Urban Village Specific Plan (UVSP) area, which was adopted in November 2002. The UVSP regulates the development within the Urban Village area. This area consists of 240 acres bounded by Paseo de Valencia on the north and west, Los Alisos Boulevard on the south, and I-5 on the east.

The Urban Village area is the heart of Laguna Hills providing a mix of retail, office, financial, medical, residential, and transportation uses. The uses within this area provide numerous goods and services to the City's residents and also generate major sales tax revenues for the City. The Laguna Hills Transportation Center is located within this area, which is served by transit.

The General Plan Land Use designation for this area is Village Commercial. The purpose of the Urban Village area is to develop

recreation paths. The General Plan land use designation is Parks.

This future study area is centrally located within the City. Opportunities for this area include providing additional active parks or recreation facilities or an additional civic us that could connect to the nearby Laguna Hills Community Center. Another option may be community gardens.

Expected Development Capacity

Table LU-3 identifies the development capacity associated with the planned distribution of land uses specified in the Land Use Plan. Over time, as properties transition from one use to another or property owners rebuild in the opportunity areas, land uses and intensities will gradually shift to align with the intent of the Land

Table LU-3 Expected Development Capacity						
Land Use Designation	Acreage	Density		Build Out Capacity		
		du/acre	FAR	Commercial (square feet)	Office (square feet)	Dwelling Units
Residential						
Estate Residential	1,094.42	5.0	--	--	--	5,472
Low Density	971.51	6.5	--	--	--	6,315
Medium-Low Density	380.08	12.5	--	--	--	4,751
Medium Density	115.46	18.0	--	--	--	2,078
High Density	57.78	30.0	--	--	--	1,733
Planned Community	139.81	18.0	--	--	--	2,517
Planned Community Residential	39.00	fixed	--	--	--	600
Mixed Use						
Mixed Use	262.31	3.5	0.30; 0.08 ¹ ; 1.0 ²	3,427,867	--	918
Neighborhood Mixed Use	61.53	3.5	0.30; 0.08 ¹	804,074	--	215
Commercial						
Community Commercial	101.57	--	0.35	1,515,452	--	--
Freeway Commercial	86.42	--	0.40; 1.0 ²	1,505,782	--	--
Village Commercial	2262.17	--	--	375,000	518,000	200
Office Professional	26.03	--	0.50	--	566,933	--
Public/Recreation						
Public/Institutional	157.49	--	1.00	6,860,264	--	--
Parks	133.43	--	--	--	--	--
Open Space	393.22	--	--	--	--	--
Less ROW (subtract from total)	12.23	--	--	--	--	--
TOTAL	4,234	--	--	14,488,439	1,084,933	24,799

¹Mixed Use designations have a maximum 0.38 FAR of 0.30 nonresidential FAR and 0.08 residential FAR. For this calculation, 0.08 FAR = 2.5 dwelling units per acre as reflected in the "du/acre" column.

Policy LU-2.3: Pursue code enforcement actions to ensure proper maintenance of homes, buildings, yards, and neighborhoods in all areas of the City.

Policy LU-2.4: Protect existing neighborhoods from the encroachment of incompatible activities and land uses.

Policy LU-2.5: Require the use of buffers and transitional areas, such as increased setbacks and extensive landscaping, between new activities and existing land uses.

Policy LU-2.6: Discourage high traffic-generating uses such as drive-throughs adjacent to sensitive uses such as schools, medical and assisted care facilities, and residential neighborhoods.

Policy LU-2.7: Expand the use of transitional and buffer areas to buffer sensitive uses from freeways, arterials, point sources of water pollution, hazardous materials, and noise.

Policy LU-2.8: Minimize impacts to surrounding neighborhoods and land uses through context-sensitive site design and architecture.

SUSTAINABLE AND CREATIVE INFILL DEVELOPMENT

Strategic growth and change in Laguna Hills will preserve existing viable neighborhoods while targeting new development to aging and underutilized commercial areas. The form of new development will be compact, mixed use and pedestrian oriented that will enhance the quality of life through improved connectivity with other parts of the City, greater access to amenities, enhanced safety, and greater housing and employment choices. New development will contain energy- and resource-efficient buildings and landscapes, access to effective public transit, and attractive pedestrian-friendly streets.

Goal LU-3: Encourage infill development that involves the revitalization of property in an economically and environmentally sustainable manner.

Policy LU-3.1: Encourage smart growth and sustainability principles as part of new development and redevelopment activities.

Policy LU-3.2: Encourage new development that uses land efficiently and offers flexibility to changing resident and shopping needs, contributing to the long-term vitality of the community.

Policy LU-3.3: Ensure safe, efficient pedestrian connections are made between adjacent neighborhoods, sidewalks, parking areas, and entrances to stores.

Policy LU-3.4: Incorporate open spaces, plazas, and outdoor dining areas into new development and redevelopment to provide visual relief and community gathering spaces.

Policy LU-3.5: Encourage public art and interactive landscape and design features to create interest and a sense of community.

Policy LU-3.6: Promote the design and placement of buildings to provide opportunities for solar and wind energy and passive cooling.

Policy LU-3.7: Support the upgrade of existing buildings and landscapes for energy efficiency, water conservation, and runoff reduction.

Policy LU-3.8: Encourage energy-efficient design features, including appropriate site orientation, use of light-colored or green roofing and building materials to reduce energy consumption related to heating and cooling.

Policy LU-3.9: Promote the use of green building and landscaping techniques consistent with Leadership in Energy and Environmental Design (LEED) and other relevant sustainability principles in both public and private development and redevelopment projects.

Policy LU-3.10: Create safe, inviting, and functional pedestrian and cyclist environments in new public and private development.

Policy LU-3.11: Provide incentives for development that enhance the environment, offer excellent urban design, and provide public amenities.

Policy LU-3.12: Incorporate Crime Prevention through Environmental Design (CPTED) measures and “visible spaces” into new developments as a means of promoting safe environments.

Policy LU-3.13: Use landscaping and urban design techniques to break up large parking areas and long monotonous walls in new development and redevelopment projects.

Policy LU-3.14: Encourage targeted infill development through adoption of more flexible development standards for certain properties.

ENHANCING THE COMMUNITY’S IDENTITY

Bolstering the unique attributes of Laguna Hills is an important goal for the City. The unique character helps retain residents and workers and attracts visitors to the community. Policies in this section strive to enhance the beauty, image, connectivity and character of Laguna Hills and provide more distinction to the City.

Policy LU-5.1: Identify and pursue funding sources to supplement the general fund, and ensure that service levels are maintained.

Policy LU-5.2: Maintain, follow, and periodically review a set of financial policies that are intended to safeguard financial assets, including budget surpluses; maintain the integrity of financial accounting systems; and ensure the long-term fiscal viability of the City.

Policy LU-5.3: Allocate funds to infrastructure improvements in targeted areas.

Policy LU-5.4: Continue to look for ways to streamline processes for revitalization and redevelopment projects.

Policy LU-5.5: Encourage public-private partnerships to improve existing infrastructure to accommodate desired projects.

Goal LU-6: Expand the variety of services, shopping, and entertainment opportunities in the community.

Policy LU-6.1: Encourage and promote the development of attractions desired by the community, such as upscale shopping, entertainment, cultural activities, and performing arts venues so that more needs are met locally.

Policy LU-6.2: Work closely with the private sector to update and expand the Laguna Hills Mall.

Policy LU-6.3: Work with property owners, developers, and local business groups to upgrade, revitalize, and beautify the City's aging commercial centers to attract desired new tenants.

Policy LU-6.4: Consider the needs of specific groups (such as families, teens, and seniors) as future retail, dining, and entertainment venues are proposed.

Goal LU-7: Facilitate the creation and expansion of private sector businesses and associated local career choices for Laguna Hills residents.

Policy LU-7.1: Collaborate with local businesses, the Laguna Hills Mall, merchant associations, the Orange County Business Council, and the Chamber of Commerce to promote and advertise local events.

Policy LU-7.2: Promote attractive employment generating business park uses that support a sound and diversified economic base compatible with the City's overall character.

Policy LU-7.3: Promote economically vital neighborhood commercial areas and mixed use areas that foster small business enterprises and entrepreneurship.

Policy LU-7.4: Encourage private property owners to revitalize, upgrade, and beautify aging and underperforming commercial and business areas.

Policy LU-7.5: Work with the business community to attract high end users to major commercial centers.

Policy LU-7.6: Actively engage the business community with City departments to ensure the needs of the business community are being heard and addressed.

Policy LU-7.7: Work to resolve the complex issues associated with multiple ownerships in commercial and business centers that hinder revitalization.

Policy LU-7.8: Attract and retain a balance of businesses that provide a full range of quality career choices, serving entry level as well as highly trained workers.

Policy LU-7.9: Identify incentives to target and attract businesses that diversify the City's tax and employment bases.

Policy LU-7.10: Encourage the development of new hotel uses on certain properties with proximity to, and visibility from, the I-5 Freeway through the adoption of more flexible development standards.

Summary of Approach

The goals, policies, and programs in the Land Use Element will help the City evolve into a more integrated, walkable, beautiful, sustainable, and cohesive community, while protecting and enhancing existing neighborhoods. Table LU-4 identifies the five major issues guiding the Land Use Element. These major issues represent the direction the City will take in its land use goals, policies, and programs to implement the vision of Laguna Hills as captured in the Guiding Themes and expressed in the Land Use Plan.

Table LU-4
Description of Actions to Address Land Use Issues

Issues	General Plan Policy					
	Element	Section	Policy	Programs	Figure	Table
Activity Centers and Community Connections	Land Use	Activity Centers and Community Connections	LU-1.1 through LU-1.8	LU-3, LU-10		
	Mobility	Walking and Cycling	M-3.1 through M-3.7	M-4 through M-7	M-3. (Bicycle Network)	Table M-2 (Bike-way Classification Description)
	Conservation and Open Space	Parks and Play	COS-2.1 through 2.5; COS-2.8	COS-6	COS-1 (Parklands) COS-3 (Trails Plan)	COS-3 (Public Parks) COS-4 (Private Parks) COS-5 (Trails)
Respect for Existing Neighborhoods	Land Use	Respect for Existing Neighborhoods	LU-2.1 through LU-2.8	LU-6		
	Housing	Neighborhood and Housing Preservation	H-1.1 through H-1.5	H-1 through H-5		
Sustainable and Creative Infill Development	Land Use	Sustainable and Creative Infill Development	LU-3.1 through LU-3.13 LU-3.14	LU-3, LU-4, LU-8, LU-9, LU-10	LU-7 through LU-13 (Opportunity Areas)	LU-1 (Land Use Designation)
Enhancing the Community's Identity	Land Use	Enhancing the Community's Identity	LU-4.1 through LU-4.8	LU-7, LU-11, LU-12	LU-8	
	Mobility	Beautiful Streets	M-4.1 through M-4.3	M-11, M-12		
	Conservation and Open Space	Sustaining our Resources and Parks and Play	COS-1.14; COS-2.1; through COS-2.3	COS-1 through COS-5, COS-7, COS-8	COS-2 (Scenic Resources)	COS-1 (Significant Vista Points)

Table LU-4
Description of Actions to Address Land Use Issues

Issues	General Plan Policy					
	Element	Section	Policy	Programs	Figure	Table
Fiscal Health and Economic Sustainability	Land Use	Fiscal Health and Economic Sustainability	LU-5.1 through LU-5.5; LU-6.1 through LU-6.4; LU-7.1 through LU-7.9 <u>LU-7.10.</u>	LU-13 through LU-15		

The seal of the City of Laguna Hills is a circular emblem. It features a central illustration of a person riding a horse through a field, with a small building and a tree in the background. The words "CITY OF LAGUNA HILLS" are inscribed around the top inner edge of the seal, and the year "1991" is at the bottom. The seal is rendered in a light, faded gray color.

GPA/ZC/ZTA-06-13-2608

Attachment #4

Proposed Ordinance for Approval of a Development Code Amendment

ORDINANCE NO. 2014-

AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, AMENDING TITLE 9 OF THE LAGUNA HILLS MUNICIPAL CODE (ZONING AND SUBDIVISIONS) AND THE OFFICIAL ZONING MAP TO ESTABLISH THE “HOSPITALITY OVERLAY ZONE (HOZ)” OVERLAY DISTRICT AND RELATED ALTERNATIVE DEVELOPMENT STANDARDS FOR HOTEL USES ON +/- 19 ACRES GENERALLY LOCATED SOUTH OF LAKE FOREST DRIVE AND WEST OF AVENIDA DE LA CARLOTA WITHIN THE FREEWAY COMMERCIAL (FC) AND MIXED USE (MXU) ZONING DISTRICTS.

WHEREAS, the City of Laguna Hills proposes to amend the Laguna Hills Development Code and Zoning Map to establish a new “Hospitality Overlay Zone” overlay district and related alternative development standards pertaining to building setbacks, height, and floor area ratio for hotel uses over an area of +/- 19 acres generally located south of Lake Forest Drive and west of Avenida de la Carlota and encompassing the following properties:

<i>Address</i>	<i>APN</i>
23002 Lake Forest Drive	588-055-03
23052 Avenida de la Carlota	588-055-01
23061 Avenida de la Carlota	588-112-01
23046 Avenida de la Carlota	588-032-25
23041 Avenida de la Carlota	588-111-18
23441 South Pointe Drive	588-111-17
23421 South Pointe Drive	588-111-16
23461 South Pointe Drive	588-111-15
23175 Avenida de la Carlota	588-032-28

WHEREAS, on May 13, 2014, the City Council adopted Resolution No. ____ approving General Plan Amendment No. 06-13-2608 to amend the Laguna Hills General Plan Land Use Element to increase the allowable building density/intensity for hotel uses within the Freeway Commercial and Mixed Use General Plan Land Use Districts and to enact policies to encourage targeted infill development and the development of hotel uses on properties in North Laguna Hills with proximity to, and visibility from, Interstate 5 through the adoption of more flexible development standards; and

WHEREAS, the proposed Ordinance is consistent with, and would implement, the policies established through General Plan Amendment No. 06-13-2608, in order to encourage the future development of hotel uses within designated portions of North Laguna Hills; and

WHEREAS, the City properly noticed the public hearing concerning the adoption of this Ordinance pursuant to Government Code section 6061 and as required under Government Code section 65090; and

WHEREAS, the City Council of the City of Laguna Hills has considered information presented on the proposed Ordinance by City Staff, the public, and other interested parties at a Public Hearing held on May 13, 2014; and

WHEREAS, the City Council approved Resolution No. ____ during its meeting on May 13, 2014 adopting a Negative Declaration for General Plan Amendment No. 06-13-2608 and the proposed Ordinance pursuant to the California Environmental Quality Act, California Public Resources Section 21000 et seq. ("CEQA") and CEQA's implementing guidelines, California Code of Regulations, Title 14, Sections 15000 et seq.

THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA,
DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. The above recitals are true and correct, and are incorporated herein by reference.

SECTION 2. That the required findings by the City for approval of the proposed Zone Change have been met and made as follows:

1. That the amendment or plan is consistent with the intent of the goals and policies of the General Plan as a whole, and is not inconsistent with any element thereof:

The proposed Development Code Amendments are consistent with the intent, goals, and policies of the General Plan, in particular as they pertain to the General Plan Land Use Element. Pursuant to General Plan Amendment No. 06-13-2608, the Land Use Element contains a number of policies directed at encouraging hotel development in specific areas of the Freeway Commercial and Mixed Use land use designations through adoption of more flexible development standards for hotel development. The Land Use Element also permits a maximum Floor Area Ratio (FAR) of 1.0 for hotel uses on properties within the Freeway Commercial and Mixed Use Land Use designations. The proposed Development Code Amendments are consistent with, and implement, General Plan Amendment No. 06-13-2608, by establishing an overlay zoning district over certain properties in North Laguna Hills on which an increased maximum floor area ratio, greater maximum height, and reduced setbacks would be permitted for hotel uses.

2. That the amendment or plan is necessary to prescribe reasonable controls and standards for affected land uses to insure compatibility and integrity of those uses with other established uses.

The proposed Development Code Amendments establishes reasonable controls and development standards for hotel uses within the Hospitality Overlay Zone (HOZ) overlay district that balances the goal of encouraging hotel development with the need to ensure that any future hotel development is compatible with other established uses in the area. Hotel uses are conditionally permitted land uses within the Freeway Commercial and Mixed Use zone designations and several hotels are already located within these land use designations and near the I-5 Freeway. Adding additional development opportunities for hotels in the area identified for the HOZ will take advantage of the area's access and visibility to I-5, proximity to regional business centers, reasonable distance to John Wayne Airport, and South Orange County tourism destinations. Aside from the alternative building intensity, height, and setback requirements, all future hotel developments within the HOZ will be subject to the underlying development standards applicable to all uses within the Mixed Use and/or Freeway Commercial zoning districts.

3. That the amendment or plan is necessary to provide reasonable property development rights while protecting environmentally sensitive land uses and species.

The proposed Development Code Amendments will provide additional property development rights to property owners within the Hospitality Overlay Zone by allowing more flexible development standards for hotel uses. In order to evaluate the potential impacts of the proposed Development Code Amendments on environmentally sensitive land uses and species, an Initial Study was prepared in accordance with the California Environmental Quality Act. Based on the whole record before it, including the Initial Study and comments received during the public review process and the public hearing, the City Council determined that there is no substantial evidence that the proposed Ordinance will have a significant effect on the environment and adopted a Negative Declaration for the project.

4. That the plan or amendment is necessary to correct discrepancies in standards or policies within the plan area or land use category:

The proposed Development Code Amendments are necessary to implement the new General Plan policies encouraging the adoption of more flexible development standards for hotel uses for certain

properties in North Laguna Hills and to ensure consistency between the City's General Plan and Development Code as required by state law.

5. That the plan or amendment is necessary to protect the general health, safety, or general welfare of the community as a whole:

The proposed Development Code Amendments are designed to encourage future hotel development in areas conducive to hotels through adoption of more flexible development standards for hotel uses in the North Laguna Hills area. The future development of additional hotels in the City would increase the City's transient occupancy tax revenue base to fund services and capital projects that serve the residents and businesses of the City of Laguna Hills, support local businesses that cater to transient business and tourism travel needs, promote South Orange County as a tourist destination, and provide a potential source of temporary construction and permanent jobs to residents of Laguna Hills and throughout the region. All these activities are potential direct and in-direct results of the proposed Development Code Amendments. By strengthening local economic activity, which in turn enhances local revenues through which public services are provided, the general health, safety, and general welfare of the community is enhanced and therefore protected.

SECTION 3. Title 9 of the City of Laguna Hills Municipal Code (Zoning and Subdivisions), is hereby amended as set forth in Exhibit "A" attached to this Ordinance in order to revise Section 9-11.030 (Denotation/location of overlay districts) to add the "Hospitality Overlay Zone" to the overlay district summary table; to add new Section 9-11.050 establishing alternative development standards for hotel uses within the Hospitality Overlay Zone overlay district; and to add cross-references to the new Hospitality Overlay Zone provisions within the following land use tables: Table 9-10.050 (Land Use Matrix), Table 9-26-020 (Freeway Commercial Uses), and Table 9-30.020 (Mixed Uses). The City Clerk is directed to update the appropriate sections of the Laguna Hills Municipal Code in accordance with Exhibit "A."

SECTION 4. The City of Laguna Hills Zoning Map is hereby amended to denote the parcels described in this Ordinance and depicted on Exhibit "B" attached to this Ordinance as being within the Hospitality Overlay Zone (HOZ) overlay district, as shown on Exhibit "B" attached to this Ordinance For purposes of clarification, the parcels currently identified by the following addresses and Assessor's Parcel Numbers are included within the Hospitality Overlay Zone (HOZ) overlay district:

Address	APN
23002 Lake Forest Drive	588-055-03
23052 Avenida de la Carlota	588-055-01
23061 Avenida de la Carlota	588-112-01

23046 Avenida de la Carlota	588-032-25
23041 Avenida de la Carlota	588-111-18
23441 South Pointe Drive	588-111-17
23421 South Pointe Drive	588-111-16
23461 South Pointe Drive	588-111-15
23175 Avenida de la Carlota	588-032-28

SECTION 6. This Ordinance shall not take effect until and unless General Plan Amendment No. 06-13-2608 takes effect.

SECTION 7. Upon the effective date of this Ordinance, the provisions hereof shall supersede any inconsistent or conflicting provisions of the Laguna Hills Municipal Code.

SECTION 8. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more section, subsection, subdivision, sentence, clause, phrase, or portion thereof be declared invalid or unconstitutional.

SECTION 9. The City Clerk shall certify to the adoption of this Ordinance and cause the same to be posted at the duly designated posting places within the City and published once within fifteen days after passage and adoption as may be required by law; or, in the alternative, the City Clerk may cause to be published a summary of this Ordinance and a certified copy of the text of this Ordinance shall be posted in the Office of the City Clerk five days prior to the date of adoption of this Ordinance; and, within fifteen days after adoption, the City Clerk shall cause to be published, the aforementioned summary and shall post a certified copy of this Ordinance, together with the vote for and against the same, in the Office of the City Clerk.

PASSED, APPROVED, AND ADOPTED this 27th DAY OF MAY, 2014.

ANDREW BLOUNT, MAYOR

ATTEST:

PEGGY J. JOHNS, CITY CLERK

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

I, Peggy J. Johns, City Clerk of the City of Laguna Hills, California, DO HEREBY CERTIFY that the foregoing Ordinance No. 2014- was duly introduced and placed upon its first reading at a Regular Meeting of the City Council on the 13th day of May, 2014, and that thereafter, said Ordinance was duly adopted and passed at a Regular Meeting of the City Council held on the Xth day of X, 2014, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

PEGGY J. JOHNS, CITY CLERK

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

AFFIDAVIT OF POSTING
AND PUBLICATION

PEGGY J. JOHNS, being first duly sworn, deposes and says:

That she is the duly appointed and qualified City Clerk of the City of Laguna Hills;

That in compliance with State Laws of the State of California, ORDINANCE NO. 2014-, being:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, AMENDING TITLE 9 OF THE LAGUNA HILLS MUNICIPAL CODE (ZONING AND SUBDIVISIONS) TO ESTABLISH THE "HOSPITALITY OVERLAY ZONE (HOZ)" OVERLAY DISTRICT AND RELATED DEVELOPMENT STANDARDS FOR HOTEL USES AND AMENDING THE OFFICIAL ZONING MAP TO DENOTE THE HOZ OVERLAY DISTRICT ON THE ZONING MAP FOR +/- 19 ACRES GENERALLY LOCATED SOUTH

OF LAKE FOREST DRIVE AND WEST OF AVENIDA DE LA
CARLOTA

on the XXX day of XXX, 2014, was published in summary in The Register and on the XXX day of XXX, 2014, was published in summary in the Saddleback Valley News; and was, in compliance with City Resolution No. 2014-, on the XXX day of XXX, 2014 and on the XXX day of XXX, 2014, caused to be posted in summary in three places in the City of Laguna Hills, to wit:

Laguna Hills City Hall
Laguna Hills Community Center
Courtyard at La Paz Center

PEGGY J. JOHNS, CITY CLERK
Laguna Hills, California

EXHIBIT A

Zoning Text Amendment No. 06-13-2608

Laguna Hills Municipal Code

Title 9 “Zoning and Subdivisions”

Key: ~~Strikethrough~~ text indicates text that has been deleted.
Underlined text indicates text that has been inserted.

Table 9-10.050 Land Use Matrix

**Table 9-10.050
LAND USE MATRIX**

A	Accessory Use
C	Conditional Use
SUP	Special Use Permit
P	Permitted Use
S	Site Development Permit Required
T	Temporary Use
◆	Special Requirements
●	Prohibited Use
U	See Urban Village Specific Plan
L	See Laguna Hills Planned Community Development Plan and Text

Land Use	Zones	Estate Residential (ER)	Low Density Residential (LDR)	Medium Low Density Residential (MLDR)	Medium Density Residential (MDR)	High Density Residential (HDR)	Office Professional (OP)	Village Commercial (VC)	Freeway Commercial (FC)	Community Commercial (CC)	Mixed Use (MXU)	Neighborhood Mixed Use (NMU)	Community/Private Institution (C/PI)	Open Space-1 (OS-1) Parks	Open Space-2 (OS-2) Drainage Facilities	Open Space-3 (OS-3) Landscape Corridors	Planned Community (PC)	Planned Community Residential (PCR)	Reference
Hotel/motel		•	•	•	•	•	C	U	C	C	C	C	•	•	•	•	L	•	See Chapter 9-11

§9-11.030 Denotation/location of overlay districts

Overlay districts shall be denoted on the zoning map by the base district symbol followed by, as part of the symbol, parenthetically enclosed letters indicating the overlay district. The following overlay districts have been created:

District	Symbol	Location/Description
Vehicle Repair and Vehicle Body Repair/Paint Restoration	VR	23501, 23502, 23512, 23522, 23532, and 23551 Commerce Center Drive, in the North Laguna Hills Business Park
Hospitality Overlay Zone	HOZ	23002 Lake Forest Drive; 23052, 23041, 23046, 23061, and 23175 Avenida de la Carlota; 23421, 23441, and 23461 South Pointe Drive.

Chapter 9-11 Overlay Districts

§9-11.050 Hospitality Overlay Zone.

- A. Purpose and Intent. The Hospitality Overlay Zone (HOZ) is intended to provide specific areas within the Mixed Use (MXU) and Freeway Commercial (FC) zones where alternative development standards can be applied to hotel uses.
- B. Development Standards. The development standards applicable to hotel uses within the Hospitality Overlay Zone are shown within Table 9-11.050. All other development standards applicable to the Mixed Use (MXU) and Freeway Commercial (FC) zones and not in conflict with this section shall apply.

Table 9-11.050
HOSPITALITY OVERLAY ZONE DEVELOPMENT STANDARDS

<u>Item</u>	<u>Standard</u>
<u>Maximum lot coverage</u>	<u>50%</u>
<u>Maximum density</u>	<u>1.0 FAR</u>
<u>Maximum building height</u>	<u>75 ft.</u>
<u>Minimum setback—front:</u> <u>Parking lot</u> <u>Parking structure</u> <u>Building</u>	<u>5 ft.</u> <u>10 ft.</u> <u>10 ft.</u>
<u>Minimum setback—side (interior)</u>	<u>10 ft.</u>
<u>Minimum setback—street side</u>	<u>10 ft.</u>
<u>Minimum setback—rear</u>	<u>15 ft.</u>
<u>Minimum landscape coverage</u>	<u>15%</u>

Table 9-26.020 Freeway Commercial Uses

**Table 9-26.020
FREEWAY COMMERCIAL USES**

Uses	Permitted	Accessory	Reference
Hotel/motel	C		See Chapter 9-11

Note: Use is permitted subject to issuance of:

C = Conditional use permit (CUP)

S = Site development permit (SDP)

T = Temporary Use Permit (TUP)

P = Permitted

◆= Special requirements

Table 9-30.020 Mixed Uses

**Table 9-30.020
MIXED USES**

Uses	Permitted	Accessory	Reference
Hotel/motel	C		See Chapter 9-11

Note: Use is permitted subject to issuance of:

C = Conditional use permit (CUP)

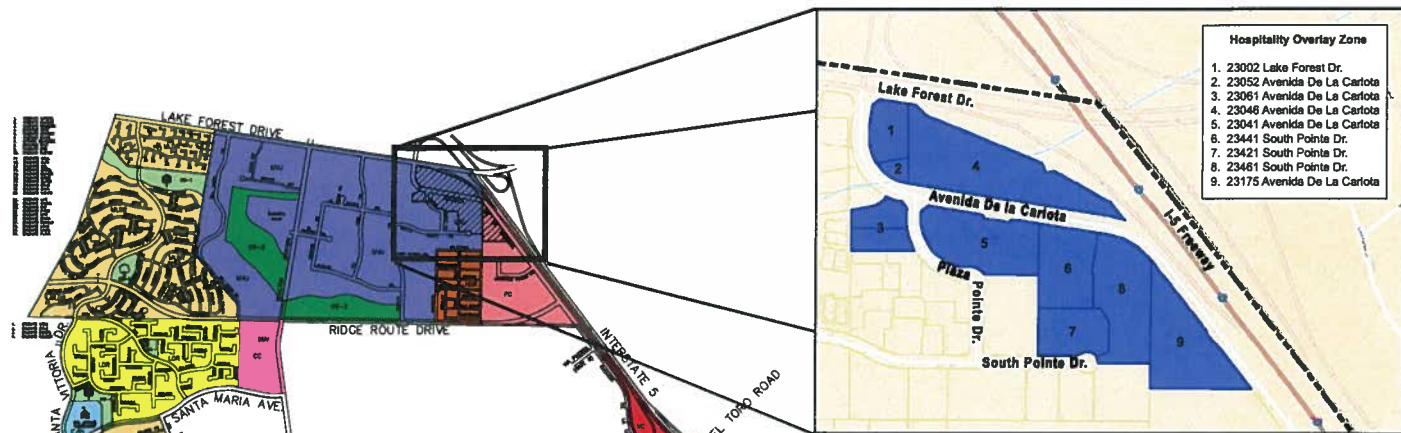
S = Site development permit (SDP)

T = Temporary Use Permit (TUP)

P = Permitted

◆= Special requirements

Exhibit B



ZONING DISTRICTS

PLANNED COMMUNITY

- PC LAGUNA HILLS PLANNED COMMUNITY
- PCR LAGUNA HILLS PLANNED COMMUNITY RESIDENTIAL

RESIDENTIAL

- ER ESTATE RESIDENTIAL
- LDR LOW DENSITY RESIDENTIAL
- MLDR MEDIUM-LOW DENSITY RESIDENTIAL
- MDR MEDIUM DENSITY RESIDENTIAL
- HDR HIGH DENSITY RESIDENTIAL

COMMERCIAL/OFFICE

- VC VILLAGE COMMERCIAL
- FC FREEWAY COMMERCIAL
- CC COMMUNITY COMMERCIAL
- OP OFFICE PROFESSIONAL

MIXED USE

- MXU MIXED USE
- NMU NEIGHBORHOOD MIXED USE

PUBLIC/INSTITUTIONAL

- C/PI COMMUNITY/PRIVATE INSTITUTION
- HIGH SCHOOL
- ELEMENTARY SCHOOL

OPEN SPACE

- OS-1 PARKS
- PUBLIC PARK
- PRIVATE PARK
- OS-2 DRAINAGE FACILITIES
- OS-3 LANDSCAPE CORRIDORS
- CITY LIMITS

OVERLAY ZONES

- HOZ HOSPITALITY OVERLAY ZONE (HOZ)



CITY OF LAGUNA HILLS ZONING DISTRICT MAP

PREPARED BY THE PLANNING CENTER

DATE	REVISION
1/1/2011	Original Map
1/1/2011	Amended Map
1/1/2011	Amended Map
1/1/2011	Amended Map
1/1/2011	Amended Map
1/1/2011	Amended Map
1/1/2011	Amended Map
1/1/2011	Amended Map
1/1/2011	Amended Map
1/1/2011	Amended Map

O.C. tourism boom expected in 2013

By [MARY ANN MILBOURN](#)

2013-01-02 09:36:58



Orange County tourism had a rousing 2012, due to a boost from the Disneyland Resort's new Cars Land and the debut of John Wayne Airport service to Mexico, and experts are predicting an even better 2013.

"All of Southern California is doing well, but within Southern California, Orange County is doing even better," said Bruce Baltin, senior vice president at PKF Consulting, a hospitality industry research firm in Los Angeles.

Orange County saw a tourism increase across the board last year in terms of hospitality industry employment, hotel occupancy, room rates, visitor spending and airport passenger traffic, preliminary figures show. Forecasts see an additional 4 percent to 5 percent growth in 2013.

"The gradual ongoing recovery in the economy and the opening of a major attraction (Cars Land) has helped to give a real push to visitor spending, which has increased more than 10 percent this year," said Skip Hull, an economist with CIC Research Inc. in San Diego.

The year just ended brought a welcome change of fortune for Orange County, where the leisure and hospitality business is the third-largest source of employment.

The local tourism industry saw a major downturn in 2009 when the Wall Street meltdown put a damper on travel nationwide. Orange County lost nearly 10,000 leisure and hospitality jobs from June 2008 to June 2009.

But in 2012, employment in the industry topped the previous 2008 record of 181,400 jobs. As of November, 182,000 people worked in hotel, theme park and other leisure and hospitality-related jobs in Orange County. The industry accounted for nearly 10,000 new local hires this year.

The Walt Disney Co. alone accounted for 5,000 jobs in the last year as part of its \$1 billion makeover of California Adventure. Disney now has 25,000 workers, making it the second-largest employer in the county after UC Irvine.

Orange County hotels saw a particularly strong rebound after room occupancy dropped 4.8 percent in 2009 and room rates fell 10.4 percent.

PKF Consulting predicts hotel occupancy will rise to 74.5 percent this year, a 1.6 percent increase, and room rates to average just over \$135, a 4.2 percent improvement. Both are well above STR's national forecast for an average occupancy rate of 61.4 percent and room rate of \$111.

"I see a very strong 2013 on the back of rebounding growth in 2011 and 2012," said Alan X. Reay, president of Atlas Hospitality Group in Irvine. "Hotels are enjoying record profits."

Part of the strength is that demand is growing while relatively few new rooms are being added. Marriott opened a 130-room Residence Inn in San Juan Capistrano this year. A 149-room Residence Inn and a 145-room Fairfield Inn & Suites by Marriott are under construction in Tustin.

R.D. Olson Construction plans to break ground this year on a 200-room Marriott Courtyard at the Irvine Spectrum.

"We still have a lot of upward (pricing) ability because of a lack of new supply," Reay said.

Some of the demand is coming from additional travelers flying into John Wayne Airport. As of October, John Wayne passenger traffic was up 2.3 percent over the same period in 2011.

Passenger numbers surged starting in June when Southwest Airline's subsidiary, AirTran, launched John Wayne's first service to Mexico with one flight each day to Mexico City and Cabo San Lucas.

In October, Interjet, the Mexican airline, also initiated service in Orange County, offering one flight each day to Mexico City and Guadalajara.

Combined with increased domestic travel, John Wayne's passenger count was up 6.4 percent in November over November 2011.

"Mexico obviously was a big jumpstart," said Alan Murphy, airport director. "From June through August, passenger traffic increased 4 percent to 5 percent. September was a little off because of the end of summer, but October and November took off, up 6.9 percent and 6.4 percent."

He estimates Mexico service accounts for a third to a half of the 117,000 additional passengers that passed through the John Wayne's gates in the first 10 months of 2012.

Murphy expects the growth to continue in 2013 with passenger traffic hitting 9.2 million, up from about 9 million last year.

"Interjet added one additional flight (to Guadalajara) over the holidays, and AirTran already told us that for summer they will add a second daily flight to Cabo," he said.

Murphy said he is also hoping to add service to new destinations on the East Coast and, possibly, to Hawaii.

This story has been corrected to reflect STR's correct name.

Contact the writer: 714-796-3646 or mmilbourn@ocregister.com

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The hotel building rush is on in O.C. and L.A.

[BY MARY ANN MILBOURN](#)

2014-03-21 22:20:26



Bob Olson doesn't have a crystal ball about the timing of new hotels, but he may have something even better – 35 years of hard-won experience in the construction and development business.

Since 1979, when he started R.D. Olson Construction, Olson has been through every recession, every construction boom and every bust. He learned to see the telltale signs of recovery when everyone else was looking the other way.

So in 2010, as the hotel industry retreated into survival mode, Olson landed his first new project since cutting his pipeline in 2006 in advance of the recession. It was a Courtyard by Marriott in Oceanside.

"Truth be told, a lot of people thought it was the wrong move," Olson said. But hotels have a 2 1/2-year lead time, and "I thought the economy would turn."

In 2012, when the industry was just beginning to ramp up again, Olson completed four hotels, followed by seven in 2013. It was the beginning of an industry rush. Altogether, 20 hotel projects are in the pipeline in Orange County and 42 in Los Angeles, according to STR, a hotel industry research firm. That is the most local hotels underway since 2009.

Current projects on the drawing board include:

- The new Grand Wilshire Hotel in Los Angeles. A mixed-use office, retail and hotel project, the 73-story, 900-room development is being touted as the largest building west of the Mississippi River.
- In Anaheim, 14 hotels are in various stages of planning and construction. A 120-suite Springhill Suites by Marriott opened March 1.
- Olson is putting finishing touches on the eight-story, 210-room Courtyard by Marriott in the Irvine Spectrum, due to open in June.
- Olson plans to break ground in June on the eight-story, 250-room Pacific City Hotel in Huntington Beach. It should open in 2016.
- Olson was just selected to build the Lido House Hotel, a boutique property on the site of the former Newport Beach civic center that's in the early stages of planning.

This kind of building frenzy typically has marked a peak in the past, with the industry soon after finding itself with a glut of rooms.

Jan Freitag, a senior executive at STR, cited a quote by the late hotel developer John Q. Hammons about the industry's tendency to rationalize why there isn't an oversupply: "The industry isn't overbuilt, it's underdemolished."

But even with all the construction underway, hotel demand nationwide appears to be ahead of supply for the next year or two, Freitag said.

STR data show new-room supply is expected to increase 1.2 percent this year and 1.6 percent in 2015. The supply average over the past 25 years is 1.9 percent.

By STR's count, U.S. room demand is expected to continue to outstrip supply, increasing 2.3 percent this year and 2.1 percent in 2015.

"If the American economy grows and GDP grows and unemployment declines, room demand is going to continue to increase," Freitag said.

Alan X. Reay, an Irvine hotel consultant and broker, noted the industry fell far behind demand over the past five years. He said there also are some built-in market constraints in Southern California, including lack of available land and financing, as well as regulatory hurdles.

With hotel values increasing – Atlas reported a 37.6 percent increase in the total dollar volume of Southern California sales last year – and the average hotel property now 30 years old, Reay said, there is also more interest in tearing down properties and rebuilding from the ground up, which will replace existing rooms.

Kory Kramer of Irvine-based Pacific Hospitality Group, which is in a joint venture with Olson to develop and operate the Pacific City Hotel, thinks a distinction needs to be made between four-diamond luxury hotels like the one in Huntington Beach and select service properties like Courtyards by Marriott and Residence Inns. Select service properties provide limited service and include extended-stay and all-suite hotels.

The Pacific City Hotel, a project that was eight years in the making, will cater to a different business and leisure clientele that demands first-class service and amenities.

Every room will have an ocean view and the latest in Wi-Fi and television technology. The hotel will feature a top-of-the-line spa and fitness center, an outdoor courtyard with water features and fire pits, one of the largest ballrooms in Orange County, which will open out to an oceanfront event lawn, and a rooftop restaurant and bar overlooking the ocean.

It will be part of Pacific Hospitality's Meritage Collection of upscale properties, which includes the Estancia La Jolla Hotel & Spa, the Balboa Bay Resort, the Bacara Resort & Spa in Santa Barbara and The Meritage Resort and Spa in Napa.

Because few coastal sites are left to be developed, Kramer said, Pacific City is the only four-diamond luxury, ocean-view hotel project currently planned on the California coast.

"It's the preeminent principle of real estate – it's all about location," Kramer said.

Contact the writer: 714-796-3646

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City of Laguna Hills

City Council Meeting Agenda

Staff Report

DATE: MAY 13, 2014

TO: MAYOR AND COUNCIL MEMBERS

**FROM: GREG SIMONIAN
CITY ATTORNEY**

ISSUE: ORDINANCE OF THE CITY OF LAGUNA HILLS REPEALING CHAPTER 6-40 OF TITLE 6 OF THE LAGUNA HILLS MUNICIPAL CODE PROHIBITING REGISTERED SEX OFFENDERS FROM ENTERING CITY PARKS AND SPECIFIED PRIVATE COMMUNITY PARKS WITHOUT WRITTEN PERMISSION FROM THE ORANGE COUNTY SHERIFF

RECOMMENDATION: THAT THE CITY COUNCIL INTRODUCE FOR FIRST READING, READ BY TITLE ONLY, AND WAIVE FURTHER READING, AN ORDINANCE ENTITLED, "AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, REPEALING CHAPTER 6-40 OF TITLE 6 OF THE LAGUNA HILLS MUNICIPAL CODE PROHIBITING REGISTERED SEX OFFENDERS FROM ENTERING CITY PARKS AND SPECIFIED PRIVATE COMMUNITY PARKS WITHOUT WRITTEN PERMISSION FROM THE ORANGE COUNTY SHERIFF."

BACKGROUND:

On December 13, 2011, the City Council adopted Ordinance No. 2011-5, adding Chapter 6-40 to Title 6 of the Laguna Hills Municipal Code prohibiting registered sex offenders from entering parks without permission from the Orange County Sheriff.

DISCUSSION/ANALYSIS:

On January 10, 2014, the California Court of Appeal issued two decisions striking down local registered sex offender regulations. In the matter of The People v. Hugo Godinez (Appellate Case No. G047657), in an unpublished opinion the Court struck down Orange County's ordinance prohibiting registered sex offenders from entering County parks without the permission of the Sheriff. In the matter of The People v. JeanPierre Cuong Nguyen (Appellate Case No. G048228), in a published opinion the Court struck down the City of Irvine's ordinance prohibiting registered sex offenders from entering City parks without the permission of the Chief of Police. The Fourth Appellate District of the California

Court of Appeal determined that the state statutory scheme imposing restrictions on a sex offender's daily life fully occupies the field and therefore preempts local efforts to restrict sex offenders from visiting city parks and recreational facilities.

On April 23, 2014, the California Supreme Court declined to review the two Court of Appeal decisions. The California Supreme Court's decision not to review the two Court of Appeal decisions concerning local registered sex offender regulations effectively renders such ordinances unenforceable. Additionally, the City has received several letters from the California Reform Sexual Offender Laws organization (CA RSOL)/the American Civil Liberties Union (ACLU) threatening litigation if Laguna Hills Municipal Code Chapter 6-40 is not repealed.

CONCLUSION:

Based on the foregoing, it is recommended that the City Council repeal Chapter 6-40 of the Laguna Hills Municipal Code.

ATTACHMENTS:

- Proposed Ordinance Repealing LHMC Chapter 6-40.

ORDINANCE NO. 2014-X

AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, REPEALING CHAPTER 6-40 OF TITLE 6 OF THE LAGUNA HILLS MUNICIPAL CODE PROHIBITING REGISTERED SEX OFFENDERS FROM ENTERING CITY PARKS AND SPECIFIED PRIVATE COMMUNITY PARKS WITHOUT WRITTEN PERMISSION FROM THE ORANGE COUNTY SHERIFF

WHEREAS, on December 13, 2011, the City Council of Laguna Hills adopted Ordinance No. 2011-5, adding Chapter 6-40 "Child Safety Zones – Prohibition of Registered Sex Offenders from Entering Parks" to Title 6 of the Laguna Hills Municipal Code; and

WHEREAS, On January 10, 2014, the Fourth Appellate District of the California Court of Appeal issued two decisions, People v. Nguyen, (222 Cal.App.4th 1168), and People v. Godinez (2014 WL 99188)(unpublished), striking down local ordinances prohibiting registered sex offenders from entering parks without the permission of law enforcement; and

WHEREAS, on April 23, 2014, the California Supreme Court declined to review the above-referenced Court of Appeal decisions; and

WHEREAS, Chapter 6-40 of the Laguna Hills Municipal Code prohibits registered sex offenders from entering parks within the City Laguna Hills; however, the Fourth Appellate District of the California Court of Appeal has determined that the state statutory scheme imposing restrictions on a sex offender's daily life fully occupies the field and therefore preempts local efforts to restrict sex offenders from visiting city parks and recreational facilities.

THE CITY COUNCIL OF THE CITY OF LAGUNA HILLS, CALIFORNIA, DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. Chapter 6-40 of Title 6 of the Laguna Hills Municipal Code is hereby repealed.

SECTION 2. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more section, subsection, subdivision, sentence, clause, phrase, or portion thereof be declared invalid or unconstitutional.

SECTION 3. The City Clerk shall certify to the adoption of this Ordinance and cause the same to be posted at the duly designated posting places within the City and published once within fifteen days after passage and adoption as may be required by law; or, in the alternative, the City Clerk may cause to be published a summary of this Ordinance and a certified copy of the text of this Ordinance shall be posted in the Office of the City Clerk five days prior to the date of adoption of this Ordinance; and, within fifteen days after adoption, the City Clerk shall cause to be published, the aforementioned summary and shall post a certified copy of this Ordinance, together with the vote for and against the same, in the Office of the City Clerk.

PASSED, APPROVED, AND ADOPTED this __ day of ____ 2014.

ANDREW BLOUNT, MAYOR

ATTEST:

PEGGY J. JOHNS, CITY CLERK

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

I, Peggy J. Johns, City Clerk of the City of Laguna Hills, California, DO HEREBY CERTIFY that the foregoing Ordinance No.2014-x was duly introduced and placed upon its first reading at a Regular Meeting of the City Council on the 13th day of May 2014, and that thereafter, said Ordinance was duly adopted and passed at a Regular Meeting of the City Council held on the 27th day of May 2014, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

(SEAL)

PEGGY J. JOHNS, CITY CLERK

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

AFFIDAVIT OF POSTING
AND PUBLICATION

PEGGY J. JOHNS, being first duly sworn, deposes and says:

That she is the duly appointed and qualified City Clerk of the City of Laguna Hills;

That in compliance with State Laws of the State of California, ORDINANCE NO. 2014-x, being:

AN ORDINANCE OF THE CITY OF LAGUNA HILLS, CALIFORNIA, REPEALING CHAPTER 6-40 TO TITLE 6 OF THE LAGUNA HILLS MUNICIPAL CODE RESTRICTING SPECIFIED SEX OFFENDERS FROM ENTERING CITY AND COMMUNITY PARKS WITHOUT WRITTEN PERMISSION FROM THE ORANGE COUNTY SHERIFF BASED ON SPECIFIED WRITTEN CRITERIA

on the 6th day of June 2014, was published in the Saddleback Valley News; and was, in compliance with City Resolution No.2004-05-25-2, on the 28th day of May 2014, caused to be posted in summary in three places in the City of Laguna Hills, to wit:

Laguna Hills City Hall
Laguna Hills Community Center
Courtyard at La Paz Center

PEGGY J. JOHNS, CITY CLERK
Laguna Hills, California



City of Laguna Hills City Council Meeting Agenda Staff Report

DATE: MAY 13, 2014

TO: MAYOR AND COUNCIL MEMBERS

**FROM: DAVID REYNOLDS
DEPUTY CITY MANAGER/COMMUNITY SERVICES**

ISSUE: 2014 FOURTH OF JULY CELEBRATION AND FIREWORKS AGREEMENT

RECOMMENDATION: THAT THE CITY COUNCIL: (1) RECEIVE AND FILE THE 2014 FOURTH OF JULY CELEBRATION PRE-EVENT REPORT, AND (2) APPROVE THE FIREWORKS DISPLAY AGREEMENT BETWEEN FIREWORKS AND STAGE FX AMERICA, INC., AND THE CITY OF LAGUNA HILLS FOR 2014 AND AUTHORIZE THE CITY MANAGER TO EXECUTE THE AGREEMENT.

SUMMARY:

The City of Laguna Hills will host its annual Fourth of July celebration at the Laguna Hills Sports Complex on Friday, July 4, 2014. The special event will be held from 4:00 p.m. to 9:30 p.m. and includes a number of activities in addition to the fireworks show. Staff's recommendation is to authorize the City Manager to execute an agreement with Fireworks and Stage FX America, Inc. (FA), for the 2014 fireworks display. The proposed show for 2014 will have approximately one thousand three hundred sixty one (1,361) shells, and a cost of \$32,250. The show will be approximately 20-24 minutes in length.

BACKGROUND:

The City of Laguna Hills will host its annual Fourth of July celebration at the Laguna Hills Sports Complex on Thursday, July 4, 2014. For the Fourth of July Celebration event this year, the following activities are tentatively scheduled:

Main Stage Entertainment:

- Straight 78 (70's through Contemporary Funk, Soul, and Rock)

Games:

- Soccer Kick

- Double Hoop Shot
- Football Toss

Carnival Rides:

- Two carnival rides

Activities:

- 40 foot obstacle Course
- Spacewalk-Airwalk

Children's Activities

- Face Painting
- Crafts

City Information Booth: (To Date)

- Community Services Class/Event Promotion
- Recycling Information
- City Commissions

Vendor Booths: (Confirmed to date)

- Dippin Dots - LHHS PTSA
- Churros, candy, pretzels, & nachos - LHHS Music Boosters
- Roasted Corn, iced tea, lemonade & pizza - Boy Scout Troop 1602
- Shaved ice - LHHS Water Polo Boosters
- Hot dogs & brownies - Festival Singers
- Chili & Cornbread - AYSO 1422
- Water, soda & Gatorade - LHHS Football Boosters
- Cupcakes and iced coffee - LHHS Lacrosse Boosters
- Hamburgers and chips - LHHS Boys Basketball

The following is the tentative schedule of events:

4:00 p.m. Event Begins

Activities, games, music, food and vendor booths

8:50 P.M. Mayor's Welcome/Comments

9:00 P.M. National Anthem

9:05 P.M. Fireworks Display

In addition to the activities listed above, it is anticipated that "Team Dark Horse" will be present to support the adopted Marines of the 3/5 Battalion at this year's event. Marine's from the 3/5 Battalion may also be present.

Vendor booth rental forms were sent to all past vendors. Vendors who have participated previously in the Fourth of July Celebration have until late May to submit their request for a

booth for 2014. After this date, food items that have not been secured by a past vendor may be given away to other interested Laguna Hills non-profit organizations.

Staff, working with the City Attorney's office, negotiated the Agreement with FA to ensure appropriate safeguards for the City are in place in the Agreement in the event that mishaps occur during the 2014 fireworks show. These safeguards are listed below.

- The City requested that FA's display be carried out by a lead pyrotechnician that: (1) has three years of experience providing public firework displays, and/or (2) has successfully provided no less than ten public fireworks displays.
- The name of the lead pyrotechnician, a copy of his/her California Pyrotechnic Operator for Public Display license, and an adequate summary of his/her prior experience and credentials shall be provided to the City for verification and approval in advance of the display.
- The City drafted the liquidated damages provisions set forth in Section 7.1 of the 2014 Fireworks Display Agreement in the event that a failure to start on time or gaps in the show occur.
- A back-up show with a duration of 4-6 minutes will be in place and ready to fire in the event that a mishap occurs with the primary fireworks display.

Staff's recommendation is for the City Council to approve this Agreement and to authorize the City Manager to execute an Agreement with FA for the 2014 fireworks display. The proposed show for 2014 will have approximately one thousand three hundred sixty one (1,361) shells, and a cost of \$32,250. The fireworks display will be approximately 20-24 minutes in length.

FISCAL IMPACT:

The budget for the 2014 Fourth of July event is \$53,750 which includes a fireworks budget of \$26,400. Estimated overall expenditures, including the \$32,250 fireworks show expense, total \$59,600. Estimated net costs total \$53,300, which accounts for an estimated \$5,000 in ticket sales revenue and \$1,300 in vendor booth rentals.

ATTACHMENTS:

- Firework Display Agreement

FIREWORKS DISPLAY AGREEMENT
Fireworks and Stage FX America, Inc.

THIS FIREWORKS DISPLAY AGREEMENT (the "Agreement") is made, entered into, and effective this ____ day of May 2014, by and between the CITY OF LAGUNA HILLS, a California general law city organized and existing under the laws of the State of California ("City"), and FIREWORKS AND STAGE FX AMERICA, INC., a California corporation, dba FIREWORKS AMERICA ("FA").

RECITALS

- A. FA designs, produces, and conducts public fireworks displays; and
- B. City desires to engage FA to design, produce and perform a public fireworks display on July 4, 2014, pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the terms, conditions, and covenants contained herein, both parties hereto do mutually agree as follows.

AGREEMENT

1. Engagement. City hereby engages FA to provide to City one public fireworks display ("Display"), and FA accepts such engagement upon all of the promises, terms and conditions hereinafter set forth.

1.1 FA Duties. FA shall provide all pyrotechnic equipment, trained pyrotechnicians, shipping, pyrotechnic products, application for specific pyrotechnic permits (the cost of which, including standby fees, shall be paid by City) relating to the Display, and insurance covering the Display. Subject to Paragraph 18, FA shall provide the Display in substantial conformance with the duration, quantities and format outlined in the "This is My Country" Scope of Work, a copy of which is attached hereto as Exhibit "A" and is incorporated herein by this reference and made a part of this Agreement as though set forth fully herein.

1.2 City Duties. City shall provide the Site, as defined in Paragraph 2, for the discharge of the Display, access to the Site, security for the Site as set forth in Paragraph 11, and any authorization necessary for FA to utilize the Site for the Display.

1.3 FA Performance. As a material inducement to the City entering into this Agreement, FA acknowledges and understands that the Display contracted for under this Agreement requires specialized skills and abilities and that, consistent with this understanding, FA represents and warrants that it shall conduct the Display and perform all related services and work under this Agreement in a skillful and competent manner, and that it shall be held to a standard of quality and performance prevalent in the pyrotechnic industry for such Display service and work and with the standards recognized as being employed by contractors in the pyrotechnic field in the State of California. FA further represents and warrants that it is skilled in the field of public fireworks displays and that it holds the necessary skills and abilities to

satisfy the standard of quality and performance as set forth in this Agreement. FA further represents and warrants that it and all of its employees and subcontractors, if approved, providing services under this Agreement shall have sufficient skill and experience to perform the Display services and work assigned to them. All Display services and work shall be completed to the reasonable satisfaction of the City.

1.4 Term. This Agreement shall commence upon the effective date of this Agreement and continue in full force and effect until completion of all Display services and work.

2. Time and Place. The Display shall take place on July 4, 2014 ("Scheduled Date"), at approximately 9:00 p.m. ("Scheduled Time"), at the Laguna Hills High School located at 25401 Paseo de Valencia, Laguna Hills, CA, between the Tennis Court and Baseball Field, which is adjacent to the Laguna Hills Community Center located at 25555 Alicia Parkway, Laguna Hills, CA ("Site"). The Display will be under the direct supervision and control of a lead FA pyrotechnician as set forth in Paragraph 3. It is agreed that FA shall be the exclusive fireworks supplier and producer for the Display contracted for herein. City reserves the right to determine the actual start and stop time of the Display.

3. Lead Pyrotechnician.

3.1 Experience. The Display shall be conducted by and discharged under the direct supervision and control of a lead FA pyrotechnician that: (i) has a minimum of three years of experience providing public fireworks displays; and/or (ii) has successfully provided no less than ten public fireworks displays.

3.2 Verification of Credentials. FA shall furnish City with the name of the lead FA pyrotechnician responsible for the Display, a copy of his/her Basic Commercial or Special Effects 1st Class License, and a written summary of his/her prior experience and credentials. FA shall provide the documentation required by this Paragraph to the City by no later than June 6, 2014.

4. Fees, Interest, and Expenses.

4.1 Fee. City agrees to pay FA a fee of \$32,250.00 (Thirty Two Thousand Two Hundred Fifty Dollars) ("Display Fee") for the Display. City shall pay to FA \$16,125.00 (Sixteen Thousand One Hundred Twenty Five Dollars) of the Display Fee as a deposit ("Deposit") upon execution of this Agreement by both parties. Except as otherwise provided below, the balance of the Display Fee shall be paid by City no later than July 18, 2014.

4.2 Interest. In the event that the Display Fee is not paid in a timely manner, City will be responsible for the payment of 1.5% interest per month or 18% annually on the unpaid balance.

4.3 Expenses. FA shall pay all normal expenses directly related to the Display including, but not limited to, freight, insurance as set forth herein, pyrotechnic products, pyrotechnic equipment, experienced pyrotechnic personnel to set up and discharge the pyrotechnics, and those additional items outlined as FA's responsibility under this Agreement.

City shall pay all costs related to the Display not supplied by FA including, but not limited to, all governmental fees and taxes, including sales, use, excise, license, permit, entertainment, or other fees, taxes or surcharges imposed or otherwise applied to the Display.

5. **Force Majeure.** City agrees to partially assume the risks of weather, strike, civil unrest, terrorism, military action, governmental action, and other causes beyond the control of FA, which may prevent the Display from being safely discharged on the Scheduled Date. If, for any such reason, FA is not reasonably able to safely discharge the Display on the Scheduled Date, City may: (i) reschedule the Display on a mutually agreed upon date occurring no later than six months from the Scheduled Date, and pay to FA the balance of the Display Fee within 15 business days of completion of the rescheduled Display; or (ii) cancel the Display, forfeit the Deposit, and be relieved of any obligation to pay to FA the balance of the Display Fee.

6. **Rescheduling.** City shall have the option to unilaterally reschedule the Display at any time prior to the Scheduled Date. Except as provided otherwise in Paragraph 5, if City elects to reschedule the Display, it shall pay to FA the balance of the Display Fee within 15 business days of completion of the rescheduled Display plus: (i) 5% of the Display Fee, or \$1,612.50 (One Thousand Six Hundred Twelve Dollars and Fifty Cents), if the City notifies FA of the request to reschedule before 12:00 a.m. on July 3, 2014; or (ii) 15% of the Display Fee, or \$4,837.50 (Four Thousand Eight Hundred Thirty Seven Dollars and Fifty Cents), if the City notifies FA of the request to reschedule on or after 12:00 a.m. on July 3, 2014. The Display shall be rescheduled on a mutually agreed upon date occurring no later than six months from the Scheduled Date.

7. **Right to Cancel, Substantial Delay or Postponement.**

7.1 **Right to Cancel.** City shall have the option to unilaterally cancel the Display at any time prior to the Scheduled Date. If City elects to cancel the Display prior to the Scheduled Date for any reason other than force majeure pursuant to Paragraph 5, FA's inability to perform as a result of operator error, or malfunction or failure of pyrotechnic equipment or materials as provided in Paragraph 7.2(C), or FA's failure to fulfill its obligations under this Agreement, FA shall retain the Deposit, and the City shall pay to FA as liquidated damages: (i) 50% of the balance of the Display Fee, or \$8,062.50 (Eight Thousand Sixty Two Dollars and Fifty Cents), if the City notifies FA of the cancellation at least 30 days prior to the Scheduled Date; (ii) 75% of the balance of the Display Fee, or \$12,093.75 (Twelve Thousand Ninety Three Dollars and Seventy Five Cents), if the City notifies FA of the cancellation 15 to 29 days prior to the Scheduled Date; or (iii) 100% of the balance of the Display Fee, or \$16,125.00 (Sixteen Thousand One Hundred Twenty Five Dollars), if the City notifies FA of the cancellation less than 15 days prior to the Scheduled Date.

7.2 **Substantial Delay or Postponement.** Both parties agree that the City will suffer damages as a result of any substantial delay or postponement of the Display resulting from operator error, or malfunction or failure of the pyrotechnic equipment or materials, and therefore agree to the following liquidated damages provisions:

A. If FA, as a result of operator error, or malfunction or failure of the pyrotechnic equipment or materials, is unable to start the Display within 5 to 15 minutes after the Scheduled Time, or if at any time after the Display has begun and is underway, there is/are a

gap(s) or break(s) in the program lasting 2 to 5 minutes in total, FA shall pay to the City as liquidated damages 20% of the Display Fee, or \$6,450.00 (Six Thousand Four Hundred and Fifty Dollars).

B. If FA, as a result of operator error, or malfunction or failure of the pyrotechnic equipment or materials, is unable to start the Display more than 15 to 30 minutes after the Scheduled Time, or if at any time after the Display has begun and is underway, there is/are a gap(s) or break(s) in the program lasting more than 5 to 15 minutes in total, FA shall pay to the City as liquidated damages 50% of the Display Fee, or \$16,125.00 (Sixteen Thousand One Hundred Twenty Five Dollars).

C. If FA, as a result of operator error, or malfunction or failure of the pyrotechnic equipment or materials, is unable to start the Display for more than 30 minutes after the Scheduled Time, or at any time after the Display has begun and is underway, there is/are a gap(s) or break(s) in the program lasting more than 15 minutes in total, the City, in its sole discretion, may cancel the Display without incurring any liability for payment to FA and without any obligation to reschedule the Display. In either event, it is expressly agreed that FA shall pay to the City as liquidated damages 100% of the Display Fee, or \$32,250.00 (Thirty Two Thousand Two Hundred Fifty Dollars).

8. Notice of Rescheduling or Cancellation.

8.1 Notice Prior to Scheduled Date. In the event that the City elects to reschedule or cancel the Display prior to the Scheduled Date, the City shall communicate its decision to Robert Wozniak of FA at bob@fireworksamerica.com and/or by phone to (800) 464-7976.

8.2 Notice on Scheduled Date. In the event that the City elects to reschedule or cancel the Display on the Scheduled Date, the City shall communicate its decision to Robert Wozniak of FA at bob@fireworksamerica.com and/or by phone to (800) 464-7976. In addition, the City shall inform the lead FA pyrotechnician onsite of its decision as appropriate.

9. City Contract Officer. The City Manager, or his/her designee, shall be solely authorized to make decisions concerning this Agreement and the Display including, but not limited to, requests to reschedule or cancel the Display.

10. Safety. FA shall comply with applicable federal, state and local laws and regulations and employ safety policies and procedures, programs, protocols and other measures consistent with recognized applicable industry standards and practices. At all times before and during the Display, it shall be within FA's sole discretion and control to determine whether or not the Display may be safely discharged or continued. It shall not constitute a breach of this Agreement by FA to determine that the Display cannot be discharged or continued as a result of any conditions or circumstances affecting safety beyond the reasonable control of FA. Conditions or circumstances resulting from operator error, or malfunction or failure of the pyrotechnic equipment or materials shall not be deemed "beyond the reasonable control of FA" for purposes of this Paragraph and shall remain subject to the liquidated damages provisions set forth in Paragraph 7.2.

11. Security. City shall provide and maintain sufficient security personnel, barricades, and police services before, during and after the Display until the lead FA pyrotechnician declares the Site clear. The City shall also provide and maintain a shell casing fallout area clear of any buildings, cars and spectators with a minimum 500-foot radius, or as may otherwise be specified by the current edition of *National Firework Protection Association 1123: Code for Fireworks Display* ("NFPA 1123"), as a Fire Safety Zone ("FSZ") from the time the fireworks are delivered to the Site until the lead FA pyrotechnician declares the Site clear. The approximate location and scope of the FSZ is depicted in Exhibit "B" attached hereto. It is understood and agreed that FA will cease the discharge of all fireworks due to any security breach of the FSZ. FA shall not be responsible for personal injury, vehicle or property damage occurring within the FSZ as a result of the City's failure to maintain the 500-foot radius FSZ clear of any buildings, cars, or spectators. Furthermore, City shall be responsible for any property damage to the Laguna Hills High School Tennis Court, Baseball Field, Track and/or Football Field solely within the FSZ caused by ordinary fallout from the Display. City acknowledges and agrees that FA's responsibilities are limited to the Display and that FA is relying on City to maintain the aforementioned FSZ and to comply with all Federal, State, and local laws, orders, regulations and ordinances pertaining to the implementation of any and all security measures at the FSZ. Any inspections of the FSZ by or on behalf of City made during setup of the Display shall be in accordance with the current edition of NFPA 1123, and under the direct supervision of the lead FA pyrotechnician. Any such inspection shall not interfere with the safety of the setup, discharge, or disassembly of the Display. The lead FA pyrotechnician may, at his/her sole discretion, cancel any inspection that in his/her opinion may compromise the safety of the setup, discharge, or disassembly of the Display.

12. Continuity. FA shall establish Display "continuity" (i.e., test and confirm the functionality of electrically fired pyrotechnic lines, channels and circuits) by no later than 7:00 p.m. on the Scheduled Date, or no less than two hours prior to the Scheduled Time as such time may be modified by the City.

13. Contract Subject to Government Regulation. This Agreement and FA's obligations and FA's performance hereunder are subject to all applicable Federal, State, and local laws, rules, ordinances, regulations and codes, now or hereinafter in effect, and to the conditions and limitations contained in any necessary permits, as set forth in Paragraph 14 ("Display Permits"). In the event any Federal, State, or local law, rule, regulation or ordinance shall be enacted which in any way prohibits, limits or restricts the sale, performance or operation of the exhibition of the Display or in the event the Display Permits in any way limit or restrict the sale, performance or operation of said exhibition, FA shall limit or restrict its performance of the Display so as to comply with such law, rule, regulation or ordinance or limitation or restriction of Display Permits. The City acknowledges that any such limit or restriction placed on the performance or operation of the Display shall in no way result in or entitle City to a reduction or abatement in the full contract price.

14. Permits. FA agrees to apply for permits for the firing of pyrotechnics from the Orange County Fire Authority, and if required, the FAA. The City shall be responsible for any fees associated with these permits, including standby fees. The City shall be responsible for obtaining any other necessary permits, paying associated fees, and making other appropriate arrangements

for police services, other fire departments, road closures, event/activity or land use permits or any permission or permit required by any local, regional, state or federal government.

15. Cleanup. FA shall be responsible for the removal of all Display equipment and any live pyrotechnics from the Site. The City shall be responsible for cleaning the Site and FSZ.

16. Insurance and Indemnification.

16.1 Insurance. FA shall procure and maintain, at its sole cost and expense, and submit concurrently with its execution of this Agreement, in a form and content satisfactory to City, public liability and property damage insurance against any and all claims for injuries against persons or damages to property resulting from FA's performance under this Agreement. FA shall also carry workers' compensation insurance in accordance with California workers' compensation laws. Such insurance shall be kept in full force and effect during the term of this Agreement, including any extension thereof, and shall not be cancelable without thirty (30) days written notice to City of any proposed cancellation. Certificates of insurance evidencing the foregoing and designating the City and the Saddleback Valley Unified School District, their elected and appointed officials and officers, employees, agents, and volunteers as additional insureds by original endorsement shall be delivered to and approved by City prior to commencement of services. The procuring of such insurance and the delivery of policies, certificates, and endorsements evidencing the same shall not be construed as a limitation of FA's obligation to indemnify City and the Saddleback Valley Unified School District, their elected and appointed officials and officers, agents, employees, and volunteers.

16.1.1 Minimum Scope of Insurance. The minimum amount of insurance required hereunder shall be as follows:

A. Comprehensive general liability and personal injury with limits of at least five million dollars (\$5,000,000.00) per occurrence, six million dollars (\$6,000,000.00) in the general aggregate, and six million dollars (\$6,000,000.00) for products and completed operations; the commercial general liability policy shall name the City of Laguna Hills and the Saddleback Valley Unified School District as additional insureds in accordance with standard ISO additional insured endorsement form CG2010(1185) or equivalent language;

B. Automobile liability insurance with limits of at least one million dollars (\$1,000,000.00) per occurrence;

C. Workers' compensation insurance in the statutory amount as required by the State of California, and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000.00) per accident for bodily injury or disease.

For any claims related to this Agreement, FA's insurance coverage shall be primary insurance as respects City and the Saddleback Valley Unified School District, and their respective elected and appointed officials and officers, employees, agents, and volunteers. Any insurance or self-insurance maintained by City or the Saddleback Valley Unified School District and their respective elected officials, officers, employees, agents, and volunteers shall be in excess of FA's insurance and shall not contribute with it. For workers' compensation and

employer's liability insurance only, the insurer shall waive all rights of subrogation and contribution it may have against City, its elected and appointed officials and officers, employees, agents, and volunteers.

16.1.2 Sufficiency of Insurers. Insurance required herein 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 Eligible Surplus Lines Insurers (LESLI), 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.

16.1.3 Verification of Coverage. FA shall furnish City with both certificates of insurance and original endorsements, including additional insured endorsements, effecting all of the coverages required by this Agreement. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All proof of insurance is to be received and approved by the City by no later than June 7, 2014. City reserves the right to require FA's insurers to provide complete, certified copies of all required insurance policies at any time. Additional insured endorsements are not required for workers' compensation policies.

16.1.4 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City and the Saddleback Valley Unified School District, their elected officials, officers, employees, agents, and volunteers; or, FA shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

16.1.5 Separation of Insureds; No Special Limitations. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City and the Saddleback Valley Unified School District, their directors, officials, officers, employees, agents, and volunteers.

16.2 Indemnification. To the fullest extent permitted by law, FA shall defend (at FA's sole cost and expense with legal counsel reasonably acceptable to the City), indemnify, protect, and hold harmless City and the Saddleback Valley Unified School District, their elected and appointed 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 (FA's employees included), for damage to property, including property owned by City and the Saddleback Valley Unified School District, or from any violation of any federal, state, or local law or ordinance, which Claims arise out of, pertain to, or are related to FA's performance under this Agreement. Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit FA's indemnification obligation or other liability hereunder.

17. **Attorney 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 attorney 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.

18. **Substitutions.** FA shall have the right, at its discretion, to substitute any fireworks it deems necessary provided same does not detract from the aesthetic value or quality of the Display. This includes, but is not limited to, shell sizes, quantities, types and brand names. Any substitutions shall in no way result in or entitle City to a reduction or abatement of the full contract price.

19. **California Law.** This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Orange, State of California, or any other appropriate court in such county, and FA covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

20. **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, and may not be changed, modified, renewed or extended except by a written agreement, signed by both parties.

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

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

23. **Prohibition Against Subcontracting or Assignments.** The experience, knowledge, capability, expertise, and reputation of FA, its principals and employees, were a substantial inducement for City to enter into this Agreement. Therefore, FA 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. FA shall not contract with any other entity to perform the Display service and work required without prior written consent of City. If FA is permitted to subcontract any part of this Agreement by City, FA 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 approved FA subcontractor and City.

24. Independent Contractor.

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

B. FA 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 FA, its officers, employees, or agents in connection with any performance under this Agreement. Except for professional fees paid to FA as provided for in this Agreement, City shall not pay salaries, wages, or other compensation to FA for the performance of the Display services and work under this Agreement. City shall not be liable for compensation or indemnification to FA, its officers, employees, or agents, for injury or sickness arising out of performing the Display services and work hereunder. If for any reason any court or governmental agency determines that the City has financial obligations, other than pursuant to Section 4 herein of any nature relating to salary, taxes, or benefits of FA's officers, employees, servants, representatives, subcontractors, or agents, FA shall indemnify City for all such financial obligations.

25. 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.

26. 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.

27. **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.

28. **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.

29. **Third Party Beneficiary.** Except as may be expressly provided for herein, 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.

30. **Notice.** Except as set forth in Paragraph 8, any notice, request, demand, direction, or other communication 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. Any notice or other communication sent by facsimile must be confirmed within forty-eight (48) hours by letter mailed or delivered. Other forms of electronic transmission such as e-mails, text messages, instant messages are not acceptable manners of notice required hereunder. Notices or other communications shall be addressed as follows:

To City:

City of Laguna Hills
Attention: City Manager
24035 El Toro Road
Laguna Hills, CA 92653
Telephone: (949) 707-2600
Facsimile: (949) 707-2614

To Fireworks and Stage FX America, Inc.:

Fireworks America
Attention: Robert Wozniak, President
12485 Highway 67 North
Lakeside, CA. 92040
Telephone: (800) 464-7976
Facsimile: (619) 938-8273

31. Binding Effect. This Agreement shall not be binding on either party until executed by both City and FA.

32. 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.

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

“CITY”
City of Laguna Hills

Date: _____

By: _____
Bruce E. Channing,
City Manager

APPROVED AS TO FORM:

ATTEST

By: _____
Gregory E. Simonian,
City Attorney

By: _____
Peggy J. Johns,
City Clerk

“FA”
Fireworks and Stage FX America, Inc.

Date: _____

By : _____
Robert F. Wozniak, President/CFO

Date: _____

By : _____
Kevin T. Brueckner, Secretary

Exhibit A

Scope of Work

for

City of Laguna Hills

2014 Fourth of July Celebration

Exhibit B

Approximate Fire Safety Zone

for

City of Laguna Hills

2014 Fourth of July Celebration

The City of Laguna Hills

This is My Country

July 4, 2014

Announcement Barrage

Aerial Titanium Flash Salutes

3" 25

Color and Multi-Color Finale Shells

3" 25

Aerial Grand Finale

Color and Multi-Color Finale Shells

3" 300

4" 16

Aerial Flash Salutes

3" 300

Finale Crown

5" 6

Aerial Show Presentation

Aerial Titanium Flash Salutes

3" 25

Color and Multi-Color Aerial Shells

3" 150

4" 78

5" 50

Flitter, Glitter, Electric Color and
Color Changing Shells

3" 125

4" 62

5" 33

Distinctive and Unique Aerial Shells

3" 60

4" 31

5" 16

Streaking Comets & Tiger Tails

3" 25

Premium Aerial Shells

3" 12

4" 12

5" 10

Grand Totals

Aerial Shells

3" 1047

4" 199

5" 115

**Total Aerial Shells
1361**

Program Price

Total Program Price Inclusive of
Insurance, Operator and
Transportation

Cost \$32,250

Show Duration of 20-24 minutes

Laguna Hills High School
25401 Paseo De Valencia
Laguna Hills, CA 92653

5/13/2014 ITEM NO. 6.3.1



Spectators

Spectators

© 2014 Google

Google earth

Imagery Date: 4/16/2013 33°35'27.55" N 117°42'16.81" W elev 362 ft eye alt 3000 ft

