Regular Meeting Agenda
November 21, 2023

Placentia City Council
Placentia City Council Acting as Successor Agency to the Placentia Redevelopment Agency
Placentia Industrial Commercial Development Authority
Placentia Public Financing Authority

Mayor Ward L. Smith
District 5

Mayor Pro Tem Jeremy B. Yamaguchi
Councilmember
District 3

Kevin Kirwin
Councilmember
District 2

Rhonda Shader
Councilmember
District 1

Chad P. Wanke
Councilmember
District 4

Robert S. McKinnell
City Clerk

Kevin A. Larson
City Treasurer

Damien R. Arrula
City Administrator

Christian L. Bettenhausen
City Attorney

City of Placentia
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Placentia, CA 92870

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Mission Statement

The City Council is committed to keeping Placentia a pleasant place by providing a safe family atmosphere, superior public services and policies that promote the highest standards of community life.

Vision Statement

The City of Placentia will maintain an open, honest, responsive, and innovative government that delivers quality services in a fair and equitable manner while optimizing available resources.

Copies of all agenda materials are available for public review in the Office of the City Clerk, online at www.placentia.org, and at the Placentia Library Reference Desk. Persons who have questions concerning any agenda item may call the City Clerk's Office, (714) 993-8231, to make inquiry concerning the nature of the item described on the agenda.

Procedures for Addressing the Council/Board Members

Any person who wishes to speak regarding an item on the agenda or on a subject within the City's jurisdiction during the "**Oral Communications**" portion of the agenda should fill out a "**Speaker Request Form**" and give it to the City Clerk BEFORE that portion of the agenda is called. Testimony for Public Hearings will only be taken at the time of the hearing. Any person who wishes to speak on a Public Hearing item should fill out a "**Speaker Request Form**" and give it to the City Clerk BEFORE the item is called.

The Council and Board members encourage free expression of all points of view. To allow all persons the opportunity to speak, please keep your remarks brief. If others have already expressed your position, you may simply indicate that you agree with a previous speaker. If appropriate, a spokesperson may present the views of an entire group. To encourage all views, the Council and Board discourage clapping, booing or shouts of approval or disagreement from the audience.

PLEASE SILENCE ALL PAGERS, CELL PHONES, AND OTHER ELECTRONIC EQUIPMENT WHILE COUNCIL AND BOARD MEMBERS ARE IN SESSION.

Special Accommodations

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk's Office at (714) 993-8231. Notification 48 hours prior to the meeting will generally enable City Staff to make reasonable arrangements to ensure accessibility.
(28 CFR 35.102.35.104 ADA Title II)

In compliance with California Government Code § 54957.5, any writings or documents provided to a majority of the City Council regarding any item on this agenda that are not exempt from disclosure under the Public Records Act will be made available for public inspection at the City Clerk's Office at City Hall, 401 East Chapman Avenue, Placentia, during normal business hours.

Study Sessions are open to the public and held in the City Council Chambers or City Hall Community Room. Executive Sessions are held in the Council Caucus Room. While the public may be in attendance during oral announcements preceding Executive Sessions, Executive Sessions are not open to the public.

PLACENTIA CITY COUNCIL
PLACENTIA CITY COUNCIL ACTING AS SUCCESSOR AGENCY TO THE PLACENTIA REDEVELOPMENT AGENCY
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY
PLACENTIA PUBLIC FINANCING AUTHORITY
REGULAR MEETING AGENDA
November 21, 2023
7:00 p.m. – City Council Chambers
401 E. Chapman Avenue, Placentia, CA

CALL TO ORDER:

ROLL CALL: Councilmember/Board Member Kirwin
Councilmember/Board Member Shader
Councilmember/Board Member Wanke
Mayor Pro Tem/Board Vice Chair Yamaguchi
Mayor/Board Chair Smith

INVOCATION: Chaplain Tony Mercado

PLEDGE OF ALLEGIANCE: Officer Alex Eaton

PRESENTATIONS:

a. **Recognition of Student Speakers from Veterans Day Observance Ceremony**
Recipients: Avery Amsbury and J.D. Cavalluzzi, El Dorado High School Students
Presenters: Mayor Smith and City Council Members

CLOSED SESSION REPORT:

CITY ADMINISTRATOR REPORT:

ORAL COMMUNICATIONS:
At this time, the public may address the City Council and Boards of Directors concerning any agenda item, which is not a public hearing item, or on matters within the jurisdiction of the City Council and Boards of Directors. There is a five (5) minute time limit for each individual addressing the City Council and Boards of Directors.

CITY COUNCIL/BOARD MEMBER COMMENTS:

1. CONSENT CALENDAR (Items 1.a. through 1.m.):
All items on the Consent Calendar are considered routine and are enacted by one motion approving the recommended action listed on the Agenda. Any Member of the City Council and Boards of Directors or City Administrator may request an item be removed from the Consent Calendar for discussion. All items removed shall be considered immediately following action on the remaining items.

1.a. **Consideration to Waive Reading in Full of all Ordinances and Resolutions**
Fiscal Impact: None
Recommended Action: Approve

1.b. **Minutes**
City Council/Successor/ICDA/PPFA Regular Meetings of: April 18, 2023 and May 2, 2023 and Special Meeting of May 2, 2023
Recommended Action: Approve

1.c. **City Fiscal Year 2023-24 Registers for November 21, 2023**
Check Register
Fiscal Impact: $2,096,983.60
Electronic Disbursement Register
Fiscal Impact: $ 953,190.98
Recommended Action: It is recommended that the City Council:
1) Receive and file

1.d. **Professional Services Agreements for On-Call Civil Engineering Services**
Fiscal Impact:
Expense: $500,000 Total Contract Not-to-Exceed Amounts (Various CIP Projects)
Recommended Action: It is recommended that the City Council:
1) Approve a Professional Services Agreement with NV5, Inc., for professional consulting services to provide on-call professional civil engineering services for a term of three (3) years with one (1) two-year term extension based upon performance and at the discretion of the City, in an amount not-to-exceed $500,000; and
2) Approve a Professional Services Agreement with HR Green Pacific, Inc. for professional consulting services to provide on-call professional civil engineering services for a term of three (3) years with one (1) two-year term extension based upon performance and at the discretion of the City, in an amount not-to-exceed $500,000; and
3) Approve a Professional Services Agreement with Infrastructure Engineers, a Bowman Company, for professional consulting services to provide on-call professional civil engineering services for a term of three (3) years with one (1) two-year term extension based upon performance and at the discretion of the City, in an amount not-to-exceed $500,000; and
4) Approve a Professional Services Agreement with Ardurra Group, Inc. for professional consulting services to provide on-call professional civil engineering services for a term of three (3) years with one (1) two-year term extension based upon performance and at the discretion of the City, in an amount not-to-exceed $500,000; and
5) Approve a Professional Services Agreement with Tait and Associates, Inc. for professional consulting services to provide on-call professional civil engineering services for a term of three (3) years with one (1) two-year term extension based upon performance and at the discretion of the City, in an amount not-to-exceed $500,000; and
6) Authorize the City Administrator to approve any contract term extensions based upon consultant performance and amendments up to 10% of the contract not-to-exceed amounts, or $50,000; and
7) Authorize the City Administrator to execute the above-mentioned Professional Services Agreements, in forms approved by the City Attorney.

1.e. **Professional Services Agreements for On-Call Private Development Plan Check Services**
Fiscal Impact:
Expense: $350,000 Professional Engineering Services (103551-6290)
Revenue: $350,000 Pass-Through Cost 100% Covered by Applicant Plan Check Fees (103551-4399)
Recommended Action: It is recommended that the City Council:
1) Approve a Professional Services Agreement with HR Green Pacific, Inc. for professional consulting services to provide on-call private development plan check services for a term of three (3) years with one (1) two-year term extension based upon performance and at the discretion of the City, in an amount not-to-exceed $350,000; and
2) Approve a Professional Services Agreement with NV5, Inc. for professional consulting services to provide on-call private development plan check services for a term of three (3) years with one (1) two-year term extension based upon performance and at the discretion of the City, in an amount not-to-exceed $350,000; and

3) Approve a Professional Services Agreement with Bureau Veritas North America, Inc. for professional consulting services to provide on-call private development plan check services for a term of three (3) years with one (1) two-year term extension based upon performance and at the discretion of the City, in an amount not-to-exceed $350,000; and
4) Authorize the City Administrator to approve any contract term extensions based on performance and amendments up to 10% of the contract not-to-exceed amount, or $35,000; and
5) Authorize the City Administrator to execute the above-mentioned Professional Services Agreements, in forms approved by the City Attorney.

1.f. **Professional Services Agreements for On-Call Professional Arborist Services**

Fiscal Impact:

Expense: $150,000 Total Contract Not-to-Exceed Amounts (Various CIP Projects)

Recommended Action: It is recommended that the City Council:

1) Approve a Professional Services Agreement with ArborPro, Inc., for professional consulting services to provide on-call professional arborist services for a term of three (3) years with one (1) two-year term extension based upon performance and at the discretion of the City, in an amount not-to-exceed $150,000; and
2) Approve a Professional Services Agreement with Lasting Images Landscape for professional consulting services to provide on-call professional arborist services for a term of three (3) years with one (1) two-year term extension based upon performance and at the discretion of the City, in an amount not-to-exceed $150,000; and
3) Approve a Professional Services Agreement with West Coast Arborists, Inc., for professional consulting services to provide on-call professional arborist services for a term of three (3) years with one (1) two-year term extension based upon performance and at the discretion of the City, in an amount not-to-exceed $150,000; and
4) Authorize the City Administrator to approve the available contract term extensions based upon consultant performance and amendments up to 10% of the contract not-to-exceed amount, or $15,000 on each contract; and
5) Authorize the City Administrator to execute the above-mentioned Professional Services Agreements, in forms approved by the City Attorney.

1.g. **Professional Services Agreements for On-Call Landscape Architectural Services**

Fiscal Impact:

Expense: $350,000 Total Contract Not-to-Exceed Amounts (Various CIP Projects)

Recommended Action: It is recommended that the City Council:

1) Approve a Professional Services Agreement with RJM Design Group, Inc., for professional consulting services to provide on-call landscape architectural design services for a term of three (3) years with one (1) two-year term extension available based upon performance and at the discretion of the City, in an amount not-to-exceed $350,000; and
2) Approve a Professional Services Agreement with David Volz Design Landscape Architecture, Inc., for professional consulting services to provide on-call landscape architectural design services for a term of three (3) years with one (1) two-year term extension available based upon performance and at the discretion of the City, in an amount not-to-exceed $350,000; and
3) Approve a Professional Services Agreement with MIG, Inc., for professional consulting services to provide on-call landscape architectural design services for a term of three (3) years with one (1) two-year term extension available based upon performance and at the discretion of the City, in an amount not-to-exceed $350,000; and
4) Approve a Professional Services Agreement with Hirsch and Associates, Inc., for professional consulting services to provide on-call landscape architectural design services for a term of three (3) years with one (1) two-year term extension available based upon performance and at the discretion of the City, in an amount not-to-exceed $350,000; and

5) Approve a Professional Services Agreement with RHA Landscape Architects, Planners Inc., for professional consulting services to provide on-call landscape architectural design services for a term of three (3) years with one (1) two-year term extension available based upon performance and at the discretion of the City, in an amount not-to-exceed $350,000; and
6) Authorize the City Administrator to approve any contract term extensions based on performance and amendments up to 10% of the contract not-to-exceed amount, or $35,000; and
7) Authorize the City Administrator to execute the above-mentioned Professional Services Agreements, in forms approved by the City Attorney.

1.h. **Amendment No. 1 to Professional Services Agreement with Bucknam Infrastructure Group Inc., for The Pavement Management Plan Report**

Fiscal Impact:

Expense:	$ 24,977.00	Amendment Amount
Available Budget:	$165,210.00	Fiscal Year 2022-23 CIP Budget (109800-6850, JL 24104-6740)

Recommended Action: It is recommended that the City Council:

1) Approve Amendment No. 1 to the Professional Services Agreement with Bucknam Infrastructure Group for an additional $24,977 to provide additional professional services for a street name sign inventory for a cumulative contract not-to-exceed amount of $64,742; and
2) Authorize the City Administrator to approve contract change orders up to 10% of the contract not-to-exceed amount, or $6,474; and
3) Authorize the City Administrator and/or his designee to execute the necessary documents, in a form approved by the City Attorney.

1.i. **Professional Services Agreement with Bureau Veritas Technical Assessments, LLC., for Citywide Asset Management Program and Purchase of Brightly Asset Management Software Module**

Fiscal Impact:

Expense:	$119,254.44	Professional Services Agreement
	$ 11,925.44	Total Contingency Amount
	$131,179.88	Total Amount
	$ 35,774.53	Purchase Of Software Module
	$ 3,577.45	Total Contingency Amount
	$ 39,351.98	Total Amount
	$170,531.86	Grand Total Amount
Budgeted:	$171,000.00	Total Project Budget
	$100,000.00	FY 2023-24 CIP Budget (109800-6770 JL#24903-6770)
	$ 71,000.00	Proposed Budget Resolution (799800-6770 JL#24903-6770)

Recommended Action: It is recommended that the City Council:

1) Award a Professional Services Agreement to Bureau Veritas for a not-to-exceed amount of $119,254.44 to prepare a Citywide Asset Management Program.
2) Authorize the City Administrator to approve any change orders up to 10% of the contract not-to-exceed amount, or $11,925.44; and
3) Approve a Purchase Order with Brightly Software, Inc., formerly known as Dude Solutions, Inc. ("DSI"), pursuant to Sourcewell procurement contract #090320-SDI for the purchase of the Brightly Asset Essentials Module™ for $35,774.53; and
4) Authorize the City Administrator to approve any change orders up to 10% of the contract not-to-exceed amount, or $3,577.45; and
5) Adopt Resolution No. R-2023-88, A Resolution of the City Council of the City of Placentia, California authorizing a budget amendment in Fiscal Year 2023-24 in compliance with City Charter of the City of Placentia §§1206 and 1209 pertaining to appropriations for actual expenditures; and

6) Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

1.j. **Approval of Resolution Authorizing Grant Application and Support for Kraemer Boulevard/Glassell Street/Grand Avenue (KGG) Regional Traffic Signal Synchronization Project**

Fiscal Impact: There is no fiscal impact associated with the recommended action.

Recommended Action: It is recommended that the City Council:

1) Adopt Resolution No. R-2023-87, a Resolution of the City Council of the City of Placentia, California authorizing an application and support for the Kraemer Boulevard/Glassell Street/Grand Avenue (KGG) RTSSP for funds from the Orange County Transportation Authority under the competitive Measure M2 Regional Transportation Signal Synchronization Program.

1.k. **Updated Resolution Approving the Transition of The City's Defined Contribution Plan for Eligible Employees from Public Agency Retirement Services (PARS) to The ICMA Retirement Corporation Governmental Profit-Sharing Plan & Trust and Repealing Resolution No. R-2023-79**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

1) Adopt Resolution R-2023-89 authorizing the transition of the City's Defined Contribution Plan for Eligible Employees from PARS to ICMA Retirement Corporation Governmental Profit-Sharing Plan & Trust and repealing Resolution No. R-2023-79 and the discontinuance of the City's participation in the Public Agency Retirement System (PARS) Defined Contribution Plan and related services of PARS as Trust Administrator, U.S. Bank N.A. as Trustee, and John Hancock Retirement Services as Custodian/Record Keeper with updated dates; and
2) Authorize the City Administrator to execute all necessary documents.

1.l. **Approval of Final Tract Map No. 19251 for the Development of an Approximate 0.40 Acre Site with 12 Residential Townhome Condominium Units located along the West Side of Van Buren Street at 503 and 513 South Van Buren Street**

Fiscal Impact:

Recommended Action: It is recommended that the City Council:

1) Approve Final Tract Map No. 19251, subject to final review and approval by the County Surveyor; and
2) Accept the offers of easement dedication for emergency access, and accept the easement dedications for the Public Roadway and Utility improvements; and
3) Authorize the Mayor and City Clerk to execute a Subdivision Improvement Agreement, in a form approved by the City Attorney for public improvements associated with Tract Map 19251; and
4) Authorize the City Clerk to sign Final Tract Map No. 19251.

1.m. **Second Reading and Adoption of Ordinance No. 2023-04, an Ordinance of The City Council of The City of Placentia, California Amending Section 13.48.160 (Title 13 – Vehicles & Traffic) and Adding Chapters 8.10 – Sidewalk Vending (Health & Sanitation) and 13.50 – Sales Of Goods From Vehicles (Vehicles & Traffic), To Establish a Regulatory Framework for the Sales of Food And Merchandise From Sidewalk Vendors and Food Trucks**

Fiscal Impact: None

Recommended Action: Approve

2. PUBLIC HEARINGS: None

3. REGULAR AGENDA:

3.a. **Study Session: Review Proposed Updates to The Committee Commission and Advisory Board Manual**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

1) Receive and file the Staff Report and Presentation; and
2) Ask any questions of Staff; and
3) Review, discuss and make any recommendations for updates to the Committee Commission and Advisory Board Manual; and
4) Direct Staff to return to the City Council to formally adopt a Resolution updating the Committee Commission and Advisory Board Manual.

CITY COUNCIL/BOARD MEMBERS REQUESTS:

Council/Board Members may make requests or ask questions of Staff. If a Council/Board Member would like to have formal action taken on a requested matter, it will be placed on a future Council or Board Agenda.

ADJOURNMENT:

The City Council/Successor Agency/ICDA/PPFA Board of Directors will adjourn to a regular City Council meeting on Tuesday, December 5, 2023 at 5:30 p.m.

TENTATIVE AGENDA FORECAST:

The Tentative Agenda Forecast is subject to change up until the posting of the Agenda for the Council Meeting listed below:

- Award Contract for IT Master Plan
- Amendment No. 1 to Retainer Agreement for City Attorney Services
- Measure M2 Report
- City Council Reorganization
- Acceptance of Resignation from Senior Advisory Committee

CERTIFICATION OF POSTING

I, Carole M. Wayman, Deputy City Clerk of the City of Placentia and Assistant Secretary of the Industrial Commercial Development Authority, the Successor Agency, and the Placentia Public Financing Authority hereby certify that the Agenda for the November 21, 2023 meetings of the City Council, Successor Agency, Industrial Commercial Development Authority, and the Placentia Public Financing Authority was posted on November 16, 2023.

_____

Carole M. Wayman
Deputy City Clerk

PLACENTIA CITY COUNCIL
PLACENTIA CITY COUNCIL ACTING AS SUCCESSOR AGENCY TO THE PLACENTIA REDEVELOPMENT AGENCY
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY
PLACENTIA PUBLIC FINANCING AUTHORITY
MINUTES
REGULAR MEETING
April 18, 2023
5:30 p.m. – City Council Chambers
401 E. Chapman Avenue, Placentia, CA

CALL TO ORDER: Mayor Smith called the meeting to order at 5:30 p.m.

ROLL CALL:
PRESENT: Councilmember/Board Member Kirwin, Wanke, Yamaguchi, Smith
ABSENT: Shader (excused)

ORAL COMMUNICATIONS:
Mayor Smith opened Oral Communications for the Closed Session. City Clerk McKinnell stated that the City Clerk's Office had received no public comment for the Closed Session.

City Clerk McKinnell read into the record the cases to be discussed in Closed Session.

The City Council and Boards of Directors recessed to the City Council Caucus Room for the purpose of conducting their Closed Session proceedings on the following:

1. Pursuant to Government Code Section 54957.6
   CONFERENCE WITH LABOR NEGOTIATOR
   Agency Designated Representatives: Damien Arrula, City Administrator
   Alice Burnett, Director of Human Resources
   Employee Organizations: Placentia City Employees Association (PCEA)
   Placentia Firefighters Association (PFA)
   Placentia Police and Fire Management Association (PPFMA)
   Placentia Police Officers Association (PPOA)
   Unrepresented Employees

2. Pursuant to Government Code Section 54956.9(d)(1)
   CONFERENCE WITH LEGAL COUNSEL – Existing Litigation
   City of Placentia vs. Onward Engineering; Case No. 30- 2018-01040701

RECESS: The City Council and Boards of Directors recessed to their 7:00 p.m. Regular Meeting.

CALL TO ORDER: Mayor Smith called the meeting to order at 7:00 p.m.

ROLL CALL:
PRESENT: Councilmember/Board Member Kirwin, Wanke, Yamaguchi, Smith
ABSENT: Shader (excused)

STAFF PRESENT:
City Attorney/Authority Counsel Christian Bettenhausen; City Administrator Damien Arrula; Deputy City Administrator Rosanna Ramirez; Deputy City Administrator Luis Estevez; Police Chief Brad Butts; Fire Chief Jason Dobine; Director of Finance Jennifer Lampman; Director of Community Services Karen Crocker; Director of Development Services Joe Lambert; Assistant to the City Administrator/Economic Development Manager Jeannette Ortega; City Treasurer Kevin Larson; City Clerk Robert McKinnell; Deputy City Clerk Carole M. Wayman

INVOCATION: Chaplain Kenneth Curry

PLEDGE OF ALLEGIANCE: Officer Zach King

PRESENTATIONS:

Certificate Recognizing the Liberation of Buchenwald on April 11, 1945
Presenter: Mayor Smith
Recipient: Former Councilmember Craig S. Green

Mayor Smith presented a proclamation in recognition of the liberation of Buchenwald on April 11, 1945 to former Councilmember Craig Green. Mayor Smith noted that two veterans were in the audience, Meridith Castillo, Chair of the Veterans Committee and Lee Squire who is also very involved in veteran affairs in the City. He thanked them for their service.

Former Councilmember Green commented on his father's memories of the liberation of Buchewald and expressed appreciation for the Proclamation recognizing this important date in history.

CLOSED SESSION REPORT:
City Attorney/Authority Counsel Bettenhausen stated that there were two (2) items on the Closed Session agenda, one concerning labor negotiations and the other existing litigation. The City Council discussed each of those items and there was nothing further to report.

CITY ADMINISTRATOR REPORT: None

ORAL COMMUNICATIONS:
Trudy DesRoches, Vice President for the Yorba Linda Water District, provided an update on water line projects in the City.

Andrew Meling, representative of the Southwest Carpenters Union of Orange County expressed concerns about wage and tax fraud in the construction industry and the effects on vulnerable workers. He commented on an upcoming weeklong awareness campaign scheduled for April 10-18, 2023 and requested support from the City Council.

Lee Squire, Placentia resident expressed appreciation to the City Council for their support in honoring the military and veterans.

CITY COUNCIL/BOARD MEMBER COMMENTS:
Councilmember Kirwin promoted community meetings for the proposed Senior/Community Center project noting that the last meeting will be at the Backs building on April 24, 2023 from 6-7:30 p.m. He encouraged all interested to attend or complete the online survey on the City's website. He reported that he attended a tour of HIS house, a homeless outreach program in the City and a tree planting ceremony at Bradford Park on Saturday, April 15, 2023.

Councilmember Wanke promoted the survey on the City's website for the Chapman Corridor revitalization plan and encouraged all interested to provide input. He reported that he represented the City at an Orange County Sanitation District Board of Directors meeting in which there was discussion about the Groundwater Recharge System (GWRS) project which is in the final expansion stage. He gave a brief overview of the GWRS project noting that several state and local public officials were also in attendance.

Mayor Pro Tem Yamaguchi thanked former Councilmember Green for calling attention to the anniversary of Buchenwald. He noted his participation in the tour of City Hall for local third grade students and thanked staff for their efforts in coordinating the annual visits. He promoted the upcoming CERT program starting on May 4, 2023 through June 8, 2023 from 5:30-8:30 p.m. at the Backs Building.

Mayor Smith reported his attendance at the following:
- SCAG Transportation Committee meeting
- Santa Fe Merchants monthly meeting
- Presentation honoring Lot 318 by Congresswoman Michelle Steele

- Chamber of Commerce Recognition event for longtime members, noting that the Whole Enchilada is a 35 year member
- Leadership meeting for Love Placentia event

He also commented on the City Hall tour with third graders from Morse and Tynes Elementary schools noting the interesting questions that were asked by students. He promoted Love Placentia day on April 22, 2023 and encouraged all to participate in projects throughout the City noting that the list on projects and sign up lists can be found at www.loveplacentia.com

1. CONSENT CALENDAR (Items 1.a. through 1.g.):
Motion by Wanke, seconded by Yamaguchi, and carried a (4-0-1, Shader absent) vote to approve the Consent Calendar items 1.a. through 1.g., as recommended.

1.a. **Consideration to Waive Reading in Full of all Ordinances and Resolutions**
Fiscal Impact: None
Recommended Action: Approve
(Approved 4-0-1, as recommended, Shader absent)

1.b. **City Fiscal Year 2022-23 Register for April 18, 2023**
Check Register
Fiscal Impact: $3,040,117.01
Electronic Disbursement Register
Fiscal Impact: $ 695,608.90
Recommended Action: It is recommended that the City Council:
1) Receive and file.
(Received and Filed, as recommended)

1.c. **Second Reading and Adoption of Ordinance No. O-2023-01, an Ordinance of the City Council of the City of Placentia, California, amending Chapter 9.20 ("Wild Animals") to Title 9 ("Animals and Fowl") of the Placentia Municipal Code Relating to Feeding Wild Animals within the City**
Fiscal Impact: None
Recommended Action: Approve
(Approved 4-0-1, as recommended, Shader absent)

1.d. **Acceptance of Resignation from the Senior Advisory Committee**
Fiscal Impact: None
Recommended Action: It is recommended that the City Council:
1) Accept the resignation of Huberto Mayo from the Senior Advisory Committee and;
2) Update the City's master Commission/Committee vacancy list to include the vacancy on the Senior Advisory Committee.
(Approved 4-0-1, as recommended, Shader absent)

1.e. **FY 2022-23 Third Quarter Budget Report**
Fiscal Impact:

Fund	**Revenues** (Including Transfers-In)	**Appropriations** (Including Capital & Transfers-Out)
General Fund	$0	$103,000
Special Revenue	$44,810	$ 72,010
Total	**$44,810**	**$175,010**

Recommended Action: It is recommended that the City Council:
Approve the Third Quarter Budget Report and adopt Resolution No. R-2023-24, amending the City's FY 2022-23 Budget.
(Approved 4-0-1, as recommended, Shader absent)

1.f. **Approval of Plans & Specifications and Award of Construction Contract to E. Avico, Inc., for the Interior Tenant Improvements for the Butler Building for the Placentia Public Safety Center Project No. 5213**

Fiscal Impact:

Expense:	$ 1,680,880	Total Construction Contract Amount
	$ 168,088	Total Construction Contingency Amount
	$ 1,848,400	Total Amount
Available Budget:	$ 2,110,969	Fiscal Year 2022-23 CIP Budget (105213-6850 JL# 229999-6850)

Recommended Action: It is recommended that the City Council:

1) Approve the engineered and architectural construction plans & specifications prepared by PBK Architects, Inc., and approve a Public Works Agreement with E. Avico, Inc., for Placentia Public Safety Center Butler Tenant Improvements in the amount of $1,680,880; and
2) Reject the bid proposal submitted by SPAREA as non-responsive; and
3) Reject all other bids received and authorize return of the bid bonds; and
4) Authorize the City Administrator to approve contract change orders up to ten percent (10%) of the contract amount, or $168,088, for a total construction contract not-to-exceed amount of $1,680,800; and
5) Authorize the City Administrator to approve all agreements in a form approved by the City Attorney.

(Approved 4-0-1, as recommended, Shader absent)

1.g. **Grant Of Easement to Southern California Edison for Electric Utility Systems Located at the City Corporation Yard**

Fiscal Impact: None

Recommended Action:

1) Approve the Grant of Easement to Southern California Edison for electric utility systems; and
2) Authorize the City Administrator to execute the Grant of Easement on behalf of the City in a form approved by the City Attorney.

(Approved 4-0-1, as recommended, Shader absent)

2. PUBLIC HEARINGS:

2.a. **Annual Update Regarding Citywide Development Impact Fees, Transit Oriented Development Packinghouse District Development Impact Fees, and Residential Affordable Housing Impact Fees for Cost Recovery**

Fiscal Impact: These Development Impact Fees are established for cost recovery or statutory purposes only. There is no immediate fiscal impact associated with the recommended actions. The adoption of revised development impact fees and residential affordable housing impact fees will not have an immediate impact on revenues to the City until effective 60 days subsequent to adoption. This update adjusts most fees commensurate with the Construction Cost Index (CCI) and updates two specific fees commensurate with actual costs, and therefore, does not provide unanticipated revenue. The fees that are specifically being updated beyond CCI commensurate with actual costs are the Public Safety Impact Fee (now known as Fire, Police Animal Shelter fees) and TOD Sewer Impact Fee.

Recommended Action: It is recommended that the City Council:

1) Open the Public Hearing concerning the Citywide Development Impact Fee Schedule, the Transit-Oriented Development (TOD) Packing House Development Impact Fee Schedule, and the Residential Affordable Housing Impact Fee Schedule; and
2) Receive the staff report, consider all public testimony, ask questions of Staff; and
3) Close the public hearing; and
4) Find that the recommended actions are exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15378(b)(4), 15061(b)(3), and 15273 of the CEQA Guidelines, Section 21065 of the Public Resources Code, and the City of Placentia Local Guidelines for implementing CEQA; and
5) Adopt Resolution No. R-2023-20, a Resolution of the City Council of the City of Placentia, California, approving updated Development Impact Fees pursuant to

Construction Cost Index to financially mitigate impacts to parks and recreational facilities, sewer facilities, transportation infrastructure, storm drain facilities, Quimby in-lieu fees, and adopting public safety (Fire, Police, Animal Shelter) fees pursuant to the April 2023 Development Impact Fee Nexus Study; and

6) Adopt Resolution No. R-2023-21, a Resolution of the City Council of the City of Placentia, California, approving updated Development Impact Fees pursuant to Construction Cost Index to financially mitigate impacts to traffic and transportation infrastructure, and streetscape infrastructure in the Transit Oriented Development area, and adopting sewer facilities fees in the Transit Oriented Development area pursuant to the April 2023 Development Impact Fee Nexus Study; and
7) Adopt Resolution No. R-2023-22, a Resolution of the City Council of the City of Placentia, California, approving updated Citywide Residential Affordable Housing Impact Fees pursuant to Construction Cost Index for residential developments citywide; and
8) Direct City Staff to further evaluate and determine a metric that most closely reflects the current cost indices average for cost trends for specific construction trade labor and materials in the current construction environment; and
9) Direct City Staff to prepare a new Development Impact Fee Nexus Study Report to be employed for the future update of both Citywide Development Impact Fees and Transit Oriented Development (TOD) Impact Fees **and affordable housing fees** for fiscal year 2024-25.

(Approved 4-0-1, Shader absent), as recommended with the addition of affordable housing fees in Nexus Study report in recommendation No. 9.

Mayor Smith opened the Public Hearing at 7:40 p.m.

City Administrator Arrula introduced Director of Development Services Joe Lambert who gave a brief presentation on the annual update of Citywide Development Impact fees.

Mr. Lambert noted that Staff is recommending an additional recommendation for the Council's consideration. Recommendation No. 9 is amended to include "affordable housing fees". He further explained that Staff will work with the City's consultant on a new metric for these fees.

Councilmember Kirwin inquired about the 3% increase in construction costs.

Mr. Lambert explained that Engineering News Record, a respected nationwide construction periodical, prepares a construction cost index which is similar to a CPI. This index provides a better forecast of construction costs.

Councilmember Wanke asked about the Affordable Housing Impact Fees and what the per unit fee would be.

Mr. Lambert provided the per unit fees for a single-family homes and for an apartments.

City Clerk McKinnell stated that the City Clerk's Office had received no public comment for Item 2.a.

Mayor Smith closed the Public Hearing at 7:53 p.m.

Motion by Yamaguchi, seconded by Wanke, and carried a (4-0-1, Shader absent) vote to approve Item 2.a., as recommended and with the addition of affordable housing fees in Nexus Study report in recommendation no. 9.

2.b. **Public Hearing: Adoption of Proposed Overhead Cost Allocation Study and Comprehensive Fee and Rate Schedule**

Fiscal Impact: The proposed fee changes as of July 1, 2023, are intended to recover the cost of providing existing services associated with those fee-related regulatory functions and other programs.

Recommended Action: It is recommended that the City Council:

1) Open the Public Hearing to consider amending the Placentia Comprehensive Fee Schedule for certain fees, rates, and charges for various City user services; and
2) Receive the Staff report, consider all public testimony, and discuss the proposed fees; and
3) Close the public hearing; and
4) Adopt Resolution No. R-2023-23, a Resolution of the City Council of the City of Placentia, California, establishing and adopting certain City fees, rates, and charges for various City services with an effective date of July 1, 2023, for Fiscal Year 2023-24.

(Approved 4-0-1, as recommended, Shader absent)

Mayor Smith opened the Public Hearing at 8:00 p.m.

City Administrator Arrula introduced Finance Director Jennifer Lampman who gave a brief presentation on the City's Master Fee schedule which will go into effect July 1, 2023. The presentation included background information on the difference between fees and taxes, difference between user fees and impact fees, cost recovery, increases based on CPI, fee study report, fee review schedule and proposed adjustments.

City Clerk McKinnell stated that the City Clerk's Office had received no public comment for Item 2.b.

Mayor Pro Tem Yamaguchi inquired about a cap on solar panel fees.

Director of Development Services Joe Lambert explained how the City has lowered fees in order to comply with the cap mandated by state law. He added that the City is not recovering costs for plan check fees as a result of the cap on fees.

Mayor Smith closed the Public Hearing at 8:05 p.m.

Motion by Wanke, seconded by Yamaguchi, and carried a (4-0-1, Shader absent) vote to approve Item 2.a., as recommended.

3. REGULAR AGENDA:

3.a. **Study Session: Revised Infrastructure Financing Plan for the Placentia Enhanced Infrastructure Financing District**

Fiscal Impact: Estimated range of $17 to $24 million in Property Tax Increment Revenue Over Approximately 40 Years
Up to $59 million in net fiscal impact revenue to the City

Recommended Action: It is recommended that the City Council:

1) Review the Staff presentation on the proposed EFID IFP amendments; and
2) Ask any questions of Staff and the Financial Advisory Team; and
3) Approve in concept the proposed EFID IFP amendments and direct the City Administrator to bring forth the final proposed IFP amendments necessary to fulfill the revised EIFD plan.

(Approved 4-0-1, as recommended, Shader absent)

City Administrator Arrula introduced Assistant to the City Administrator/Economic Development Manager Jeannette Ortega, Finance Director Jennifer Lampman, and Joe Dieguez and Dan Massiello from Kostmont Financial Services. Mr. Dieguez and Mr. Massiello gave a presentation on proposed amendments to the current EIFD plan and infrastructure financing plan for the Council's consideration. The presentation included background information on the EIFD plan, original streetscape master plan financing, increasing cost of debt service, tax increment financing, allocation of funds, economic benefits and proposed amendments.

Councilmember Kirwin commented on the City and County's financial commitments for the infrastructure plan.

Mr. Massiello explained the contribution levels and explained that due to increasing costs for infrastructure it is better to install the infrastructure sooner rather than later. He also clarified that

property owners will not receive a new tax bill as a result of improvements in the EIFD. He further explained tax increment financing.
A discussion ensued about the induced investment that would occur as a result of proceeding with the infrastructure plan, debt service on construction costs and the EIFD approval process.

Councilmember Wanke expressed that there are many concerns from residents about the EIFD and raising taxes, but taxes will not be increased. He encouraged members of the public to attend EIFD meetings which are open to the public. He also noted that the EIFD will be coming back to the Council for approvals.

Mayor Pro Tem Yamaguchi inquired about the LAIF percentage, bond issuance rate and debt service.

A discussion ensued about the infrastructure financing plan and the next steps in the process.

Councilmember Wanke commented on the benefits of constructing the infrastructure for the EIFD in order to spur development and lessen the impacts of construction on the public.

Councilmember Kirwin echoed Councilmember Wanke's comment about lessening the impact of construction on the public and added that businesses also would benefit. He expressed appreciation to Kosmont Financial Services for their work.

City Administrator Arrula summarized the recommended actions.

Motion by Kirwin, seconded by Yamaguchi, and carried a (4-0-1, Shader absent) vote to approve Item 3.a., as recommended.

CITY COUNCIL/BOARD MEMBERS REQUESTS:
Councilmember Kirwin announced that volunteers are still need for Love Placentia serve day.

Mayor Pro Tem Yamaguchi echoed Councilmember Kirwin's comment.

ADJOURNMENT:

The City Council/Successor Agency/ICDA/PPFA Board of Directors adjourned at 8:48 p.m. to a regular City Council meeting on Tuesday, May 2, 2023 at 5:30 p.m.

_____
Ward L. Smith, Mayor/Agency Chair

ATTEST:

_____
Robert S. McKinnell, City Clerk/
Agency Secretary

PLACENTIA CITY COUNCIL
PLACENTIA CITY COUNCIL ACTING AS SUCCESSOR AGENCY TO THE PLACENTIA REDEVELOPMENT AGENCY
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY
PLACENTIA PUBLIC FINANCING AUTHORITY
MINUTES
SPECIAL MEETING
May 2, 2023
4:00 p.m. – City Hall Administrative Conference Room
401 E. Chapman Avenue, Placentia, CA

CALL TO ORDER: Mayor Smith called the meeting to order at 4:03 p.m.

ROLL CALL:
PRESENT: Councilmembers Kirwin, Shader, Wanke, Mayor Smith
Mayor Pro Tem Yamaguchi arrived at 4:20 p.m.
ABSENT: None

STAFF PRESENT: Deputy City Clerk Carole M. Wayman

ORAL COMMUNICATIONS: None

REGULAR AGENDA:

The City Council interviewed the following applicants for one (1) City Commission and two (2) Committees:

Planning Commission
- Juan Navarro (via Zoom)
- Juan Guerrero
- Evan Wuodarek

Heritage Committee
- Evans Wuodarek
- Stephen Morgan

Historical Committee
- Kim Deweese
- Natalie Ter-Nedden
- Stephen Morgan

ADJOURNMENT:
The City Council adjourned at 5:15 p.m. to its Regular Meeting on Tuesday, May 2, 2023 at 5:30 p.m.

PLACENTIA CITY COUNCIL
PLACENTIA CITY COUNCIL ACTING AS SUCCESSOR AGENCY TO THE PLACENTIA REDEVELOPMENT AGENCY
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY
PLACENTIA PUBLIC FINANCING AUTHORITY
MINUTES
REGULAR MEETING
May 2, 2023
5:30 p.m. – City Council Chambers
401 E. Chapman Avenue, Placentia, CA

CALL TO ORDER: Mayor Smith called the meeting to order at 5:30 p.m.

ROLL CALL:
PRESENT: Councilmember/Board Member Kirwin, Shader, Wanke, Yamaguchi, Smith
ABSENT: None

ORAL COMMUNICATIONS:
Mayor Smith opened Oral Communications for the Closed Session. City Clerk McKinnell stated that the City Clerk's Office had received no public comment for the Closed Session.

City Clerk McKinnell read into the record the matter to be discussed in Closed Session.

The City Council and Boards of Directors recessed to the City Council Caucus Room for the purpose of conducting their Closed Session proceedings on the following:

1. Pursuant to Government Code Section 54957.6
   CONFERENCE WITH LABOR NEGOTIATOR

Agency Designated Representatives:	Damien Arrula, City Administrator Alice Burnett, Director of Human Resources
Employee Organizations:	Placentia City Employees Association (PCEA) Placentia Firefighters Association (PFA) Placentia Police and Fire Management Association (PPFMA) Placentia Police Officers Association (PPOA) Unrepresented Employees

RECESS: The City Council and Boards of Directors recessed to their 7:00 p.m. Regular Meeting.

CALL TO ORDER: Mayor Smith called the meeting to order at 7:00 p.m.

ROLL CALL:
PRESENT: Councilmember/Board Member Kirwin, Shader, Wanke, Yamaguchi, Smith
ABSENT: None

STAFF PRESENT:
City Attorney/Authority Counsel Christian Bettenhausen; City Administrator Damien Arrula; Deputy City Administrator Rosanna Ramirez; Deputy City Administrator Luis Estevez; Police Chief Brad Butts; Fire Chief Jason Dobine; Director of Finance Jennifer Lampman; Director of Community Services Karen Crocker; Director of Development Services Joe Lambert; Assistant to the City Administrator/Economic Development Manager Jeannette Ortega; City Treasurer Kevin Larson; City Clerk Robert McKinnell; Deputy City Clerk Carole M. Wayman

INVOCATION: Chaplain Kenneth Milhander

PLEDGE OF ALLEGIANCE: Firefighter Lucas Dochmaschewsky

PRESENTATIONS:

a. **Recognition of Citizens Academy Graduates**
Presenters: Mayor Smith
Recipients: Citizens Academy Graduates

Mayor Smith recognized the graduates of the Citizens Academy and thanked them for their involvement, commitment and investing in their community. He presented a plaque to the following graduates:

Angelica Ramos	Jimmy Gutierrez
Brittany Zaldin	Jossmar Gutierrez
Carole Wayman	Madison Powell
Catherine Powell	Michelle Zaldin
Debra Dower	Patricia McWilliams
Debye Payne	Rocquael Gaines
Ekta Menghani	Scott Burton
Frank Perez	Sheree Santos
James Dower	Sonya Woods
Jennifer Morales	Tac Lee

Communications and Marketing Analyst Nicolette Vialpando thanked the graduates for their participation in the Citizen's Academy.

CLOSED SESSION REPORT:
City Attorney/Authority Counsel Bettenhausen stated that there was one (1) item on the Closed Session agenda related to labor negotiations, the City Council discussed the item and there was nothing further to report.

CITY ADMINISTRATOR REPORT:
City Administrator Arrula noted that the monthly Orange County Vector Control Report had been distributed to Councilmembers and is available on the display rack near the entrance door to Council chambers.

Mayor Smith thanked former Councilmember Green for serving on the Orange County Vector Control Board of behalf of the City and providing monthly reports.

ORAL COMMUNICATIONS:
Placentia resident Adrian Lopez expressed concerns about the K-rails on Santa Fe Avenue and requested that the City consider other barriers that are more aesthetically pleasing.

Placentia residents Sandra and Steve Moudy expressed concerns about the K-rails, cables between the K-rails, safety issues, ADA parking, and green zone parking on Santa Fe Avenue. They expressed support for outdoor dining.

Placentia resident Leticia Saenz expressed concerns about parking and traffic and safety issues related to the one-way street configuration on Santa Fe Avenue.

Placentia resident and business owner Joe Rasic announced that he has sold his restaurant, Craftsman, and expressed appreciation to the City for their support over the years. He noted that he looks forward to continuing to support the City in different capacities. He stated that he shares the same concerns as the previous speakers about Santa Fe Avenue and urged the City Council to create a permanent solution for Santa Fe Avenue. He also urged the Council to move forward with the Chapman Corridor as planned many years ago. He thanked the Council for permitting outdoor dining noting that he was able to extend his patio and other restaurants have also done the same and benefited.

Placentia resident Nadine Flores expressed concerns about Santa Fe Avenue and the lack of handicap accessible parking near businesses in the Old Town area.

City Clerk McKinnell read into the record two electronic communications received from Rosalina and Raul Davis and the owner of San Sushi on Santa Fe Avenue expressing concerns about the K-rails, parking, and traffic safety issues on Santa Fe Avenue.

Mayor Smith thanked all who came forward to speak about Santa Fe Avenue noting that their comments are valued and will be taken into consideration.

CITY COUNCIL/BOARD MEMBER COMMENTS:
Councilmember Shader reported on her trip to Washington D.C. on behalf of the City noting that the trip went very well and she was able to make contacts for the City that may result in funding. She reported her attendance at the following:

- Orange County Crime Victim Ceremony
- Orange County Cities Legislative Meeting
- Tree Planting ceremony on Santa Fe Avenue in recognition of Earth Day

She promoted the Local Hazard Mitigation Public Outreach survey that is available on the City's website and encouraged all residents to participate. She highlighted the importance of the survey in obtaining funding if there is a disaster in the City.

Councilmember Kirwin promoted the Summer Day camp program beginning June 26, 2023 at the Aguirre building and highlighted the variety of activities that will take place. He encouraged those who are interested to contact Community Services or visit the City's website for registration information.

Councilmember Wanke promoted summer jobs that are available in the Community Services Department and encouraged those who are interested to contact the Community Services Department or visit the City's website. He reported attendance at the following:

- Garden Grove State of the City Event
- Orange County Sanitation (OC San) District Board of Director's meeting
- Development ad-hoc Committee meeting

He also noted that he attended an OC San meeting in which U.S. Congressman Lou Correa spoke about the Water Oxidation Program and funds that his office obtained for the project.

Mayor Pro Tem Yamaguchi thanked all who provided comments on Santa Fe Avenue and those who participated in the Citizens Academy. He reported attendance at the Heritage Festival Committee meeting and promoted Caltrans Dump Day on May 6, 2023 at Tri-City park from 8-11 a.m. He encouraged those who are interested to visit the City's website for more information.

Mayor Smith commented on the City Hall visit from third grade students from Sierra Vista school and shared questions from the students. He highlighted the Love Placentia event stating that it was a success and expressed appreciation to all who participated in service projects throughout the City. He thanked Community Services Staff for their contributions at the Love Placentia event. He reported attendance at the following:

- Crime Victims Ceremony
- Orange County Council of Government Board Meeting
- Southern California Association of Government Transportation meeting

He also reported meeting Placentia resident Gretchen Reiter at Craftsman restaurant and commented on their pleasant conversation.

1. CONSENT CALENDAR (Items 1.a. through 1.h.):
Motion by Wanke, seconded by Yamaguchi, and carried a (5-0) vote to approve the Consent Calendar items 1.a. through 1.h., as recommended.

1.a. **Consideration to Waive Reading in Full of all Ordinances and Resolutions**
Fiscal Impact: None
Recommended Action: Approve
(Approved 5-0, as recommended)

1.b. **City Fiscal Year 2022-23 Register for May 2, 2023**
Check Register
Fiscal Impact: $4,111,327.88
Electronic Disbursement Register
Fiscal Impact: $1,073,830.01
Recommended Action: It is recommended that the City Council:
1) Receive and file.
(Received and Filed, as recommended)

1.c. **Resolution Relating to Fiscal Year 2023-24 Levy of Assessments to The City of Placentia Landscape Maintenance District No. 92-1 and Setting a Public Hearing for June 6, 2023 at 7:00 P.M.**
Fiscal Impact:
Revenue: $450,858 (Recouped through assessments)
Expenditures: $419,200 (Proposed FY 2023-24 Budget LMD 92-1 Fund)
Recommended Action: It is recommended that the City Council:
1) Adopt Resolution R-2023-25, a Resolution of the City Council of the City of Placentia, California, directing preparation of the Engineer's Report for Fiscal Year 2023-24 for the continuation of the annual assessments for Landscape Maintenance District No. 92-1; and
2) Adopt Resolution R-2023-26, a Resolution of the City Council of the City of Placentia, California, declaring its intention to provide for the annual levy and collection of assessments for certain maintenance within an existing district, pursuant to the provisions of Division 15, Part 2, of the California Streets and Highways Code and setting a time and place for public hearing thereon.
(Approved 5-0, as recommended)

1.d. **Resolution Relating to Fiscal Year 2023-24 Levy of Assessments to The City of Placentia Street Lighting District No. 81-1 and Setting a Public Hearing for June 6, 2023 At 7:00 P.M.**
Fiscal Impact:
Revenue: $135,286 (SLD 81-1 Assessments)
$ 36,214 (Transfer in from General Fund)
Expenditures: $171,500 (Proposed FY 2023-24 Budget SLD 81-1 Fund)
Recommended Action: It is recommended that the City Council:
1) Adopt Resolution R-2023-27, a Resolution of the City Council of the City of Placentia, California, directing preparation of the Engineer's Report for Fiscal Year 2023-24 for the continuation of the annual assessments for Street Lighting District No. 81-1; and
2) Adopt Resolution R-2023-28, a Resolution of the City Council of the City of Placentia, California, declaring its intention to provide for an annual levy and collection of assessments for certain maintenance within an existing district, pursuant to the provisions of Division 15, Part 2, of the California Streets and Highways Code and setting a time and place for public hearing thereon.
(Approved 5-0, as recommended)

1.e. **Professional Services Agreement with HdL, Coren & Cone for Property Tax Consulting Services**
Fiscal Impact:
Expense: $ 17,715 Annually plus hourly fees for as-needed Consulting Services
Budgeted: Funding included in FY 2023-24 Proposed Budget
Recommended Action: It is recommended that the City Council:
1) Approve the Professional Services Agreement with HdL, Coren and Cone for Property Tax Management, Information and Audit Services for a five-year term ending June 30, 2027; and
2) Authorize the City Administrator and/or his designee to execute all the necessary documents in a form approved by the City Attorney.
(Approved 5-0, as recommended)

1.f. **Agreement for Grant Writing and Legislative Advocacy Services with Townsend Public Affairs, Inc.**

Fiscal Impact:

Expense:	$66,000	FY 2024-25 Legislative (101001-6001)
	$72,000	FY 2025-26 Legislative (101001-6001)
	$78,000	FY 2026-27 Legislative (101001-6001)

Recommended Action: It is recommended that the City Council:

1) Approve Professional Services Agreement with Townsend Public Affairs, Inc. for Grant Writing and Legislative Advocacy Services; and
2) Authorize the City Administrator to execute the necessary documents, in a form approved by the City Attorney.

(Approved 5-0, as recommended)

1.g. **Award of Contract to Nieves Landscaping, Inc., for the Urban Forest Tree Planting Project, City Project No 1306**

Fiscal Impact:

Expense:	$ 81,618.00	Contract Amount
Budgeted:	$120,000.00	FY 2023-24 CIP Budget (841306-6740)

Recommended Action: It is recommended that the City Council:

1) Award a Public Works Agreement with Nieves Landscaping Inc., for the Urban Forest Tree Planting Project in an amount not-to-exceed $81,618; and
2) Authorize the City Administrator to approve contract change orders up to 10% or $8,161 of the contract not-to-exceed amount; and
3) Authorize the City Administrator to execute all necessary documents, in a form approved by the City Attorney.

(Approved 5-0, as recommended)

1.h. **Software Agreement with Kronos SaasHR, Inc. for a Workforce Management System**

Fiscal Impact:

Expense: $13,387 One-time implementation fee, $63,250 annual software license fee

Budgeted: Human Resources 101523-6136

Recommended Action: It is recommended that the City Council:

1) Approve the software agreement with Kronos SaasHR, Inc. for a workforce management system.
2) Authorize the City Administrator and/or his designee to execute all the necessary documents in a form approved by the City Attorney.

(Approved 5-0, as recommended)

2. PUBLIC HEARINGS: None

3. REGULAR AGENDA:

3.a. **Approval of Plans & Specifications and Award of Construction Contract to Legion Contractors, Inc., for the Parque Del Arroyo Verde Renovation Project, City Project No. 7902**

Fiscal Impact:

Expense:	$2,667,956.64	Total Construction Cost
	$2,286,378.76	Construction Contract Amount
	$ 228,637.88	ConstructionContingency Amount
	$ 152,940.00	ConstructionManagement/Inspection Costs
Budget:	$2,670,236.80	FY 2022-23 CIP Budget
	$1,316,859.76	Park & Rec Impact Fee (637902-6760)
	$ 828,060.77	Measure U (797902-6760)
	$ 525,316.27	City Quimby In-Lieu Fee (697902-6760)

Recommended Action: It is recommended that the City Council:

1) Approve the Engineering Plans and Specifications prepared by David Volz Design for the Parque Del Arroyo Verde Renovation Project, City Project No. 7902; and

2) Approve a Public Works Agreement with Legion Contractors, Inc., for the Parque Del Arroyo Verde Renovation Project in the amount of $2,286,378.76; and
3) Reject all other bids received and authorize the return of the bid bonds; and
4) Authorize the City Administrator to approve contract change orders up to ten percent (10%) of the contract amount, or $228,637.88, for a total construction contract not-to-exceed amount of $2,515,016.64; and
5) Approve Resolution No. R-2023-29, A Resolution of the City Council of the City of Placentia, California authorizing a budget amendment in Fiscal Year 2022-23 in compliance with City Charter of the City of Placentia §§1206 and 1209 pertaining to appropriations for actual expenditures; and
6) Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

(Approved 5-0, as recommended)

City Administrator Arrula introduced Director of Community Services Karen Crocker who gave a brief presentation on the Parque Del Arroyo Verde Renovation Project. She noted that City Engineer Masoud Sepahi was present to answer any questions.

Mayor Pro Tem Yamaguchi inquired about the park boundaries and the trail.

City Engineer Masoud Sepahi responded that the pedestrian bridge leads to a maintenance road for the County flood control channel and is not a trail.

Councilmember Wanke commented on the upgrades to the park noting that the sidewalks and park lighting will be upgraded to allow full utilization of the park. He suggested that Staff work with the County to open up the maintenance bridges to allow access to a nearby trail.

Motion by Wanke, seconded by Shader, and carried a (5-0) vote to approve Item 3.a., as recommended.

3.b. **Study Session: Santa Fe Avenue Street Closure On-Street Parking Review**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

1) Receive and file this report; and
2) Select one of the options as the preferred on-street parking option; and
3) Direct Staff to implement the final option.

(Received and Filed, Staff directed to proceed with Option No. 3 with the placement of three (3) bollards in front of each dining platform, no parking spaces in front of the private lot across the street from the Tlaquepaque restaurant and no K-rails)

City Administrator Arrula noted that at a previous Council meeting, the Council requested a study session to discuss street closure issues on Santa Fe Avenue. He added that Staff has prepared three (3) options for the Council to consider and introduced Deputy City Administrator Luis Estevez to give a brief presentation on the item.

Deputy City Administrator Estevez provided background information on the Santa Fe Avenue street closure and introduced the three (3) recommended options which included options for additional street parking, K-rail applications, outdoor dining applications, and traffic and safety considerations. He noted that Staff is recommending option one (1) which can be completed in four (4) to six (6) weeks.

Councilmember Shader commented that the street configuration has been modified several times based on public comments. She inquired about the green triangle street markings, green parking zones and senior parking. She also asked about traffic safety and delivery trucks stopping on Santa Fe Avenue. She noted that she preferred painted K-rails.

Mr. Estevez explained that the green triangles are painted and parking is not permitted in those marked areas. He also explained that the green zone is a 20-minute loading area for delivery and pickup, however, if an individual parks in this area with a handicap placard then the individual is not subject to time limits. He also addressed comments about delivery trucks stopping on Santa Fe Avenue and blocking traffic. He noted that large trucks are unable to use the alleys for delivery and will temporarily park on Santa Fe to

deliver. He commented on the parking that has been added in the area and the addition of an LED flashing stop sign at Bradford and Santa Fe.

A discussion ensued about on-street parking plans identified in the three (3) options presented, and the existing K-rails and the elimination of tree boxes to accommodate more parking.

Councilmember Kirwin commented on the parking issues on Santa Fe Avenue noting that he had spoken to the business owners in the area to get a better understanding of the issues. He noted the importance of providing parking options for mobile delivery and seniors. He expressed concerns about the K-rails noting that they are an eyesore and are typically used for construction on a temporary basis, he urged for a more permanent solution. He expressed support for option three (3).

A discussion ensued about other alternatives such as bollards or concrete poles and liability issues. Mr. Estevez explained that the street plans are temporary at this time until streetscape improvements are constructed.

Councilmember Wanke inquired about standard street widths and a discussion ensued about two-way traffic, costs, and parking alternatives on Santa Fe Avenue with and without the K-rails.

Mayor Pro Tem Yamaguchi asked about the traffic lane width with the dining platforms, two-way traffic access, blocking access to the private driveway across from the Tlaquepaque restaurant, and the costs of the K-rails.

City Attorney Bettenhausen responded that the City can block access to the driveway with proper findings as long as access can still be provided from an alternate location on the private property.

Mr. Estevez noted that two-way traffic on Santa Fe Avenue would be difficult and provided information on the costs for the K-rails.

City Administrator Arrula explained that options two (2) and three (3) only include K-rails near the approach to Tlaquepaque Restaurant and all other K-rails will be removed.

Mayor Pro Tem Yamaguchi shared design and engineering information about Jersey Barriers (K-rails) and bollards and expressed that he is not supportive of K-rails or bollards on Santa Fe Avenue. He also provided information on the Old Town Revitalization Plan that was developed in 2016 and approved by Council in July 2017. The Old Town Revitalization plan included a one-way street configuration for Santa Fe Avenue and he noted that he still supports continuing with a one-way street plan and the adopted plan from 2017.

A discussion ensued about the establishment of a CFD and BID for the area and the temporary nature of the plans until discussions are finalized for the CFD and BID and design plans are approved.

Mayor Pro Tem Yamaguchi amended his position regarding proceeding with the 2017 plan and expressed support for option three (3) without blocking the private lot at Bradford and Santa Fe and removing the K-rails and opting for bollards at the corners where the dining platforms are located.

Mayor Smith thanked Staff for formulating the three (3) plans and inquired about access to the private lot across from Tlaquepaque restaurant, traffic enforcement in that area and K-rail at the corner of Bradford and Santa Fe Avenue where the dining platform for Tlaquepaque Restaurant is proposed.

A discussion ensued about access and use of the private lot across from Tlaquepaque restaurant and motorcycle parking. It was noted that there is a tree planting proposed at the corner of Bradford and Santa Fe Avenue in front of the Tlaquepaque restaurant and next to the motorcycle parking area.

City Administrator Arrula explained the boxed tree plantings on Santa Fe Avenue are designed to serve as barriers and extend beyond the parklets. He noted that 48-inch boxed trees are proposed.

Councilmember Shader expressed that she is supportive of option three (3) without the three parking spaces in front of the private lot across that street from Tlaquepaque Restaurant and moving the senior parking in front of the hair salon. She expressed support for bollards in front of dining platforms.

A discussion ensued about the placement of bollards and the factors that must be considered within the public right-of-way.

City Administrator Arrula stated that there are other options that can be explored for the private lot across from the Tlaquepaque restaurant such as directing staff to discuss with the owners that it be used primarily for parking or negotiating a lease for additional parking in the Old Town subject to City requirements.

Motion by Wanke to direct staff to proceed with option three (3) as recommended. The motion died due to lack of a second.

Motion by Shader, seconded by Yamaguchi, and carried a (5-0) vote to receive and file the presentation and report, and direct staff to proceed with option three (3) with the placement of three (3) bollards in front of each dining platform, and no parking spaces on Santa Fe Avenue in front of the private lot across the street from the Tlaquepaque restaurant and no K-rails.

CITY COUNCIL/BOARD MEMBERS REQUESTS:
Councilmember Wanke inquired about the process to change park names noting that Parque del Arroyo Verde and Parque de los Vaqueros are difficult to pronounce and a name change could be beneficial for public safety response to these locations. He noted that over the years these parks are known by their nicknames.

Mayor Smith agreed that the parks are not referred to or known by their proper names.

City Administrator Arrula recommended that an ad-hoc meeting be formed to discuss the request further.

Mayor Pro Tem Yamaguchi reiterated his request for an electronic voting system in Council Chambers.

ADJOURNMENT:
The City Council/Successor Agency/ICDA/PPFA Board of Directors adjourned at 9:00 p.m. to a regular City Council meeting on Tuesday, May 16, 2023 at 5:30 p.m.

_____
Ward L. Smith, Mayor/Agency Chair

ATTEST:

_____
Robert S. McKinnell, City Clerk/
Agency Secretary

City of Placentia

Check Register
For 11/21/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				Grand Total:	2,096,983.60				

Check Totals by ID	
AP	2,096,983.60
EP	0.00
IP	0.00
OP	0.00

Void Total:	0.00
Check Total:	2,096,983.60

Fund Name	Check Totals by Fund
101-General Fund (0010)	1,747,424.93
117-Measure U Fund (0079)	25,230.76
208-Sccssr Agncy Ret Oblg (0054)	49.00
211-PEG Fund (0058)	2,046.00
225-Asset Seizure (0021)	7,470.25
231-Placentia Reg Nav Cent(0078)	137,617.73
238-City Traffic Impct Fees (0065)	3,562.10
243-City Quimby In Lieu Fee (0069)	14,430.00
265-Landscape Maintenance (0029)	12,109.49
270-CDBG Fund (0030)	63,657.50
275-Sewer Maintenance (0048)	37,886.50
401-City Capital Projects (0033)	27,750.30
501-Refuse Administration (0037)	329.20
601-Employee Health & Wlfre (0039)	5.00
605-Risk Management (0040)	8,358.93
701-Special Deposits (0044)	9,055.91
Check Total:	2,096,983.60

Funds will be transferred from the Cash Basis Fund as needed to fund the warrants included on this warrant register

1.c.
Nov 21, 2023

City of Placentia
Check Register
For 11/14/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	AIM TD LLC V012426	TRAFFIC STUDY ADT 24H	103590-6099 Professional Services	AP103023	199.00	I5473		00129047	11/02/2023
				Check Total:	**199.00**				
MW OH	AMAZON CAPITAL SERVICES V012336	PW SUPPLIES - RETURN	103654-6301 Special Department Expenses	AP103023	-213.10	13WW-X3RG-		00129048	11/02/2023
MW OH	AMAZON CAPITAL SERVICES V012336	CITY CLERK SUPPLIES	101513-6315 Office Supplies	AP103023	35.44	161H-WD97-		00129048	11/02/2023
MW OH	AMAZON CAPITAL SERVICES V012336	OFFICE SUPPLIES	102531-6315 Office Supplies	AP103023	92.73	1DJM-NXC4-		00129048	11/02/2023
MW OH	AMAZON CAPITAL SERVICES V012336	PW SUPPLIES - RETURN	103654-6301 Special Department Expenses	AP103023	-326.24	1H7Y-YD9J-		00129048	11/02/2023
MW OH	AMAZON CAPITAL SERVICES V012336	PW SUPPLIES	103658-6301 Special Department Expenses	AP103023	175.58	1K6L-WRL1-		00129048	11/02/2023
MW OH	AMAZON CAPITAL SERVICES V012336	OFFICE SUPPLIES	103065-6315 Office Supplies	AP103023	51.65	1RH4-3L7N-17JP		00129048	11/02/2023
MW OH	AMAZON CAPITAL SERVICES V012336	CLEANING SUPPLIES	103066-6301 Special Department Expenses	AP103023	546.93	1RH4-3L7N-17JP		00129048	11/02/2023
MW OH	AMAZON CAPITAL SERVICES V012336	PW SUPPLIES	103654-6301 Special Department Expenses	AP103023	612.31	1T7-JW1T-1LD9		00129048	11/02/2023
MW OH	AMAZON CAPITAL SERVICES V012336	PW SUPPLIES	103654-6301 Special Department Expenses	AP103023	64.96	1WCR-QX67-		00129048	11/02/2023
MW OH	AMAZON CAPITAL SERVICES V012336	COORDINATOR OFFICE SUPPLIES	104071-6301 Special Department Expenses	AP103023	269.47	1XLL-MT1F-		00129048	11/02/2023
				Check Total:	**1,309.73**				
MW OH	AMERICAN OFFICE V009212	OFFICE FURNITURE	103065-6301 Special Department Expenses	AP103023	1,399.56	14511		00129049	11/02/2023
				Check Total:	**1,399.56**				
MW OH	AT & T	10/9-11/8 FD2 INTERNET SVS	109595-6215	AP103023	95.59	FD STA2 OCT		00129050	11/02/2023

City of Placentia
Check Register
For 11/14/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V008736		Telephone/Internet						
MW OH	AT & T V008736	10/13-11/12 KOCH PARK INTERNET	109595-6215 Telephone/Internet	AP103023	63.49	KP OCT 23		00129050	11/02/2023
				Check Total:	**159.08**				
MW OH	AT&T V004144	SEP-OCT PHONE CHARGES	296561-6215 Telephone/Internet	AP103023	1,315.31	102423		00129051	11/02/2023
MW OH	AT&T V004144	SEP-OCT PHONE CHARGES	109595-6215 Telephone/Internet	AP103023	8,705.13	102423		00129051	11/02/2023
				Check Total:	**10,020.44**				
MW OH	B & M LAWN & GARDEN V000127	LANDSCAPE SUPPLIES	103065-6301 Special Department Expenses	AP103023	305.32	614564		00129052	11/02/2023
MW OH	B & M LAWN & GARDEN V000127	LANDSCAPE SUPPLIES	103065-6301 Special Department Expenses	AP103023	170.47	615307		00129052	11/02/2023
MW OH	B & M LAWN & GARDEN V000127	LANDSCAPE SUPPLIES	103065-6301 Special Department Expenses	AP103023	82.65	615319		00129052	11/02/2023
				Check Total:	**558.44**				
MW OH	BIG TOP RENTALS V002980	CANOPY RENTAL - VETERANS DAY	103040-6999 Other Expenditure	AP103023	2,436.69	93224		00129053	11/02/2023
				Check Total:	**2,436.69**				
MW OH	CALMAT CO. V010007	PAVING MATERIALS	103652-6301 Special Department Expenses	AP103023	117.61	420420	P13098	00129054	11/02/2023
MW OH	CALMAT CO. V010007	PAVING MATERIALS	103652-6301 Special Department Expenses	AP103023	79.65	425167	P13098	00129054	11/02/2023
MW OH	CALMAT CO. V010007	PAVING MATERIALS	103652-6301 Special Department Expenses	AP103023	44.53	429138	P13098	00129054	11/02/2023
MW OH	CALMAT CO. V010007	PAVING MATERIALS	103652-6301 Special Department Expenses	AP103023	81.97	438103	P13098	00129054	11/02/2023
MW OH	CALMAT CO.	PAVING MATERIALS	103652-6301	AP103023	330.81	73714780	P13098	00129054	11/02/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V010007		Special Department Expenses						
MW OH	CALMAT CO. V010007	PAVING MATERIALS	103652-6301 Special Department Expenses	AP103023	325.57	73717778	P13098	00129054	11/02/2023
MW OH	CALMAT CO. V010007	PAVING MATERIALS	103652-6301 Special Department Expenses	AP103023	431.49	73735440	P13098	00129054	11/02/2023
MW OH	CALMAT CO. V010007	PAVING MATERIALS	103652-6301 Special Department Expenses	AP103023	536.37	73738294	P13098	00129054	11/02/2023
MW OH	CALMAT CO. V010007	PAVING MATERIALS	103652-6301 Special Department Expenses	AP103023	543.72	73738295	P13098	00129054	11/02/2023
MW OH	CALMAT CO. V010007	PAVING MATERIALS	103652-6301 Special Department Expenses	AP103023	539.52	73819034	P13098	00129054	11/02/2023
				Check Total:	**3,031.24**				
MW OH	CANON FINANCIAL SERVICES V008979	10/1-31 CONTRACT SVS	109595-6175 Office Equipment Rental	AP103023	123.97	31397260		00129055	11/02/2023
				Check Total:	**123.97**				
MW OH	CAVALUZZI, J.D. V012696	2023 VETERANS DAY SCHOLARSHIP	103040-6999 Other Expenditure	AP103023	100.00	CAVALUZZI		00129056	11/02/2023
				Check Total:	**100.00**				
MW OH	CHANG, DANIEL V012563	TRAINING TRAVEL EXPENSES	101523-6255 Dues & Memberships	AP103023	948.27	092723		00129057	11/02/2023
				Check Total:	**948.27**				
MW OH	CHARTER COMMUNICATIONS V004450	10/16-11/15 PD FIBER INTERNET	109595-6215 Telephone/Internet	AP103023	619.00	0528002101423		00129058	11/02/2023
MW OH	CHARTER COMMUNICATIONS V004450	10/16-11/15 NAV CTR INTERNET	109595-6215 Telephone/Internet	AP103023	199.99	0570178101623		00129058	11/02/2023
MW OH	CHARTER COMMUNICATIONS V004450	10/16-11/15 NEIGHBORHOOD INT.	109595-6215 Telephone/Internet	AP103023	129.99	0619546101423		00129058	11/02/2023
				Check Total:	**948.98**				

City of Placentia
Check Register
For 11/14/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	CLASSIC GRAPHIX V012685	2023 CAR SHOW T-SHIRTS	104078-6301 Special Department Expenses	AP103023	2,442.69	41353		00129059	11/02/2023
				Check Total:	**2,442.69**				
MW OH	COUNTY OF ORANGE V007152	2023/24 PROPERTY TAX	484356-6122 Sewer User Fees	AP103023	37,705.18	2023-24		00129060	11/02/2023
				Check Total:	**37,705.18**				
MW OH	COUNTY OF ORANGE V000715	Q2 800 MHZ CCCS - PD 76%	103043-6137 Repair Maint/Equipment	AP103023	20,507.27	STCS002131	P12937	00129061	11/02/2023
MW OH	COUNTY OF ORANGE V000715	Q2 800 MHZ CCCS - FD 24%	103066-6137 Repair Maint/Equipment	AP103023	6,475.98	STCS002131	P12937	00129061	11/02/2023
				Check Total:	**26,983.25**				
MW OH	EPOWER NETWORK INC V011953	EMERGENCY GEN. TROUBLESHOOT	103654-6137 Repair Maint/Equipment	AP103023	792.00	31928		00129062	11/02/2023
MW OH	EPOWER NETWORK INC V011953	FD1 GENERATOR REP -PARTS/LABOR	103654-6137 Repair Maint/Equipment	AP103023	2,234.56	31929		00129062	11/02/2023
				Check Total:	**3,026.56**				
MW OH	EXPRESS SIGN & NEON V012561	CROWTHER PARKING LOT SIGN	109800-6740 / 24103-6740 Infrastructure - Streets	AP103023	17,714.38	CIPL102323-01	P12914	00129063	11/02/2023
				Check Total:	**17,714.38**				
MW OH	FACTORY MOTOR PARTS V010842	PARTS & SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP103023	76.13	102-197652	P13045	00129064	11/02/2023
MW OH	FACTORY MOTOR PARTS V010842	PARTS & SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP103023	13.77	102-197701	P13045	00129064	11/02/2023
MW OH	FACTORY MOTOR PARTS V010842	PARTS & SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP103023	59.90	102-197760	P13045	00129064	11/02/2023
MW OH	FACTORY MOTOR PARTS V010842	PARTS & SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP103023	63.53	102-197961	P13045	00129064	11/02/2023
MW OH	FACTORY MOTOR PARTS	PARTS & SUPPLIES	103658-6134	AP103023	26.78	102-197981	P13045	00129064	11/02/2023

City of Placentia
Check Register
For 11/14/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V010842		Vehicle Repair & Maintenance						
MW OH	FACTORY MOTOR PARTS V010842	PARTS & SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP103023	13.71	12-5574483	P13045	00129064	11/02/2023
MW OH	FACTORY MOTOR PARTS V010842	PARTS & SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP103023	54.77	12-5574617	P13045	00129064	11/02/2023
MW OH	FACTORY MOTOR PARTS V010842	PARTS & SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP103023	88.43	12-5580628	P13045	00129064	11/02/2023
MW OH	FACTORY MOTOR PARTS V010842	PARTS & SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP103023	178.81	12-5580784	P13045	00129064	11/02/2023
MW OH	FACTORY MOTOR PARTS V010842	PARTS & SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP103023	102.25	12-5580789	P13045	00129064	11/02/2023
				Check Total:	**678.08**				
MW OH	FM THOMAS AIR V010634	QTR HVAC MAINTENANCE	103654-6290 Dept. Contract Services	AP103023	2,663.00	45684A	P13157	00129065	11/02/2023
MW OH	FM THOMAS AIR V010634	9/25-29 HVAC REP ON CHILLER	103654-6290 Dept. Contract Services	AP103023	9,191.28	45881	P13157	00129065	11/02/2023
				Check Total:	**11,854.28**				
MW OH	GOLDEN STATE WATER V000928	SEP-OCT WATER CHARGES	296561-6335 Water	AP103023	128.31	102623		00129066	11/02/2023
MW OH	GOLDEN STATE WATER V000928	SEP-OCT WATER CHARGES	109595-6335 Water	AP103023	2,289.38	102623		00129066	11/02/2023
				Check Total:	**2,417.69**				
MW OH	GOLDEN WEST COLLEGE V010550	ACADEMY ENROLLMENT FEE	213041-6250 Staff Training	AP103023	3,892.00	RBC 170-018		00129067	11/02/2023
				Check Total:	**3,892.00**				
MW OH	GOVINVEST INC V012494	FY23 GASB 75 FEE	102020-6099 Professional Services	AP103023	4,000.00	2023-4860		00129068	11/02/2023
				Check Total:	**4,000.00**				

City of Placentia
Check Register
For 11/14/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	GROUP 4 ARCHITECTURE V012379	SEP DESIGN SVS- SR CENTER	105212-6850 / 229999-6850 Building & Facilities	AP103023	58,128.10	11945	P13124	00129069	11/02/2023
				Check Total:	**58,128.10**				
MW OH	HALO CONFIDENTIAL V011712	PD OCT BACKGROUND SVS	103040-6290 Dept. Contract Services	AP103023	2,511.05	0221	P12939	00129070	11/02/2023
MW OH	HALO CONFIDENTIAL V011712	OCT TRAINING MGMT SVS	103040-6290 Dept. Contract Services	AP103023	1,637.50	0222T	P12939	00129070	11/02/2023
				Check Total:	**4,148.55**				
MW OH	HAZ PARTY RENTALS V000462	NAV CENTER - EQUIPMENT RENT	784070-6999 Other Expenditure	AP103023	284.40	44882		00129071	11/02/2023
MW OH	HAZ PARTY RENTALS V000462	11/10 PD TABLE, CHAIRS RENT	103040-6999 Other Expenditure	AP103023	78.50	45956A		00129071	11/02/2023
MW OH	HAZ PARTY RENTALS V000462	TABLES, CHAIRS & TENTS RENT	104078-6299 Other Purchased Services	AP103023	1,837.80	45857	P13183	00129071	11/02/2023
MW OH	HAZ PARTY RENTALS V000462	TABLES/TABLES CLOTHS, TENTS	104078-6299 Other Purchased Services	AP103023	7,781.00	45858	P13183	00129071	11/02/2023
				Check Total:	**9,981.70**				
MW OH	HD SUPPLY FACILITIES V010989	HERITAGE FEST PARKING PASSES	104078-6301 Special Department Expenses	AP103023	95.98	9219286646		00129072	11/02/2023
				Check Total:	**95.98**				
MW OH	HDL COREN & CONE V001564	OCT-DEC PROPERTY TAX MGMT SVS	102020-6099 Professional Services	AP103023	3,928.75	SIN032944	P13025	00129073	11/02/2023
				Check Total:	**3,928.75**				
MW OH	HEALTHPOINTE MEDICAL V010713	PRE-EMPLOYMENT SCREENING	101512-6099 Professional Services	AP103023	225.00	30601-4141745		00129074	11/02/2023
MW OH	HEALTHPOINTE MEDICAL V010713	PRE-EMPLOYMENT SCREENING	101512-6099 Professional Services	AP103023	2,100.00	30601-4150977		00129074	11/02/2023
				Check Total:	**2,325.00**				

City of Placentia
Check Register
For 11/14/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	I CREATE PROFESSIONALS V012502	8/31-9/20 PROFESSIONAL SVS	101512-6301 Special Department Expenses	AP103023	4,800.00	1961	P13210	00129075	11/02/2023
MW OH	I CREATE PROFESSIONALS V012502	9/21-10/7 PROFESSIONAL SVS	101512-6301 Special Department Expenses	AP103023	5,300.00	1998	P13210	00129075	11/02/2023
				Check Total:	**10,100.00**				
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	104071-6130 Repair & Maint/Facilities	AP103023	92.96	0013195272-001	P12985	00129076	11/02/2023
				Check Total:	**92.96**				
MW OH	INTERNATIONAL INSTITUTE V000506	MEMBERSHIP RENEWAL - R	101002-6255 Dues & Memberships	AP103023	225.00	16943		00129077	11/02/2023
				Check Total:	**225.00**				
MW OH	JV PLUMBING V011345	SENIOR CTR - PLUMBING REPAIRS	104076-6130 Repair & Maint/Facilities	AP103023	184.25	4043		00129078	11/02/2023
				Check Total:	**184.25**				
MW OH	KOA CORPORATION V006654	SEP LOCAL ROADWAY SAFETY PLAN	359303-6770 Infrastructure - Major Studies	AP103023	3,562.10	JC32033-3	P12984	00129079	11/02/2023
MW OH	KOA CORPORATION V006654	SEP LOCAL ROADWAY SAFETY PLAN	139303-6770 Infrastructure - Major Studies	AP103023	14,248.40	JC32033-3	P12984	00129079	11/02/2023
				Check Total:	**17,810.50**				
MW OH	KRONOS SAASHR INC. V012554	AUG KRONOS SUBSCRIPTION	101512-6099 Professional Services	AP103023	5,265.77	12131533	P13211	00129080	11/02/2023
MW OH	KRONOS SAASHR INC. V012554	KRONOS SET UP FEE	101512-6099 Professional Services	AP103023	900.00	13125185	P13211	00129080	11/02/2023
				Check Total:	**6,165.77**				
MW OH	LEADSONLINE LLC V012207	INVESTIGATIVE SOFTWARE SUBSCR	103042-6290 Dept. Contract Services	AP103023	5,145.00	407823		00129081	11/02/2023
				Check Total:	**5,145.00**				
MW OH	LEAGUE OF CALIFORNIA	9/21 OC DIVISION MEETING	101511-6245	AP103023	30.00	2187		00129082	11/02/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V000573		Meetings & Conferences						
MW OH	LEAGUE OF CALIFORNIA V000573	9/21 OC DIVISION MEETING	102020-6245 Meetings & Conferences	AP103023	30.00	2187		00129082	11/02/2023
MW OH	LEAGUE OF CALIFORNIA V000573	9/21 OC DIVISION MEETING	103550-6245 Meetings & Conferences	AP103023	30.00	2187		00129082	11/02/2023
MW OH	LEAGUE OF CALIFORNIA V000573	9/21 OC DIVISION MEETING	101001-6245 Meetings & Conferences	AP103023	60.00	2187		00129082	11/02/2023
MW OH	LEAGUE OF CALIFORNIA V000573	9/21 OC DIVISION MEETING	104070-6245 Meetings & Conferences	AP103023	30.00	2187		00129082	11/02/2023
MW OH	LEAGUE OF CALIFORNIA V000573	9/21 OC DIVISION MEETING	103065-6245 Meetings & Conferences	AP103023	30.00	2187		00129082	11/02/2023
				Check Total:	**210.00**				
MW OH	LEON'S TRANSMISSION V011941	TRANSMISSION REP FOR CITY VH	103658-6134 Vehicle Repair & Maintenance	AP103023	1,784.50	323100025		00129083	11/02/2023
				Check Total:	**1,784.50**				
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS - ROMERO	103043-6360 Uniforms	AP103023	219.67	INV753458	P13019	00129084	11/02/2023
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS - EILY BODY ARMOR	103041-6360 Uniforms	AP103023	903.05	INV754918	P13019	00129084	11/02/2023
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS - BADGES	103041-6360 Uniforms	AP103023	1,040.36	INV755398	P13019	00129084	11/02/2023
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS - BARTZ	103041-6360 Uniforms	AP103023	24.03	INV757083	P13019	00129084	11/02/2023
				Check Total:	**2,187.11**				
MW OH	LOCALITY MEDIA INC V011549	FIRST DUE SOFTWARE	103067-6365 Computer Software	AP103023	3,079.50	4139	P13201	00129085	11/02/2023
				Check Total:	**3,079.50**				
MW OH	LOPEZ, MARIANA	DAMAGE DEPOSIT REFUND	104071-4385	AP103023	158.00	2003718.002		00129086	11/02/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V012698		Facility Rental						
				Check Total:	**158.00**				
MW OH	MC FADDEN-DALE V000635	PW FACILITIES SUPPLIES	103654-6130 Repair & Maint/Facilities	AP103023	46.43	528354/5		00129087	11/02/2023
				Check Total:	**46.43**				
MW OH	MILL STREET DESIGN V003234	HISTORICAL COMMITTEE AFGANS	0044-2066 Historical Outreach	AP103023	1,251.88	1322-1		00129088	11/02/2023
				Check Total:	**1,251.88**				
MW OH	MINUTEMAN PRESS- V007449	MILITARY BANNER	0044-2082 Military Banners Program	AP103023	1,818.30	39315		00129089	11/02/2023
				Check Total:	**1,818.30**				
MW OH	MORGADO, HEIDI V012694	CALBO CONFERENCE -TRAVEL	102532-6255 Dues & Memberships	AP103023	62.90	10/24/23		00129090	11/02/2023
				Check Total:	**62.90**				
MW OH	MV CHENG & ASSOCIATES V010389	SEP - PROFESSIONAL SVS	101512-6099 Professional Services	AP103023	1,920.00	09/30/2023	P13050	00129091	11/02/2023
				Check Total:	**1,920.00**				
MW OH	NAPA AUTO PARTS V011456	CITY VH REPAIR PARTS	103658-6134 Vehicle Repair & Maintenance	AP103023	98.10	107309		00129092	11/02/2023
MW OH	NAPA AUTO PARTS V011456	CITY VH REPAIR PARTS	103658-6134 Vehicle Repair & Maintenance	AP103023	12.56	108270		00129092	11/02/2023
MW OH	NAPA AUTO PARTS V011456	CITY VH REPAIR PARTS	103658-6134 Vehicle Repair & Maintenance	AP103023	364.99	108981		00129092	11/02/2023
				Check Total:	**475.65**				
MW OH	NAPA AUTO PARTS V012662	VH MAINTENANCE SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP103023	68.90	838452		00129093	11/02/2023
MW OH	NAPA AUTO PARTS	VH MAINTENANCE SUPPLIES	103658-6134	AP103023	152.89	840216		00129093	11/02/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V012662		Vehicle Repair & Maintenance						
				Check Total:	**221.79**				
MW OH	NICKEY PETROLEUM V000696	FUEL	103658-6345 Gasoline & Diesel Fuel	AP103023	15,290.38	369211	P13002	00129094	11/02/2023
				Check Total:	**15,290.38**				
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103040-6315 Office Supplies	AP103023	100.62	B70275-1		00129095	11/02/2023
				Check Total:	**100.62**				
MW OH	PACIFIC EMBROIDERY V008348	EMBROIDERY CITY LOGO - SHIRTS	103654-6301 Special Department Expenses	AP103023	70.00	90269		00129096	11/02/2023
				Check Total:	**70.00**				
MW OH	PATH V011455	OCT NAV CTR MGMT SVS	784070-6290 Dept. Contract Services	AP103023	137,333.33	80-23.10	P12993	00129097	11/02/2023
				Check Total:	**137,333.33**				
MW OH	PEREZ, EDITH V012697	DAMAGE DEPOSIT REFUND	104071-4385 Facility Rental	AP103023	150.00	2003719-002		00129098	11/02/2023
				Check Total:	**150.00**				
MW OH	PEREZ, FRANK V001550	CAR SHOW SUPPLIES REIMB.	104078-6301 Special Department Expenses	AP103023	655.69	10252023		00129099	11/02/2023
				Check Total:	**655.69**				
MW OH	PETE'S ROAD SERVICE INC V000767	E2 FRONT ALIGNMENT	103066-6134 Vehicle Repair & Maintenance	AP103023	299.00	23-0705894-00		00129100	11/02/2023
				Check Total:	**299.00**				
MW OH	PICKERING, MARK V012695	SETTLEMENT	404582-6210 Liability Claims	AP103023	5,667.58	SETTLEMENT		00129101	11/02/2023
				Check Total:	**5,667.58**				
MW OH	POWERSTRIDE BATTERY CO	BATTERY REPAIR	103658-6134	AP103023	129.94	C 69117		00129102	11/02/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V000785		Vehicle Repair & Maintenance						
MW OH	POWERSTRIDE BATTERY CO V000785	BATTERY REPAIR	103658-6134 Vehicle Repair & Maintenance	AP103023	520.96	C 69130		00129102	11/02/2023
				Check Total:	**650.90**				
MW OH	PRUDENTIAL OVERALL V000836	10/18 UNIFORM CLEANING SVS	103650-6360 Uniforms	AP103023	160.32	62854344	P12973	00129103	11/02/2023
				Check Total:	**160.32**				
MW OH	QUADIENT FINANCE USA INC V011439	9/28 ADD POSTAGE -MAIL MACHINE	109595-6175 Office Equipment Rental	AP103023	4,428.50	101823		00129104	11/02/2023
				Check Total:	**4,428.50**				
MW OH	QUENCH USA V012472	NOV PD WATER/ICE MACHINE RENT	103041-6301 Special Department Expenses	AP103023	170.80	INV06481908		00129105	11/02/2023
				Check Total:	**170.80**				
MW OH	QUIROZ, MAXIMINO V008569	ROOFING BOND REFUND	0044-2023 P-Cards Payable Pending	AP103023	100.00	30-23-396		00129106	11/02/2023
				Check Total:	**100.00**				
MW OH	ROADLINE PRODUCTS V004083	YELLOW PAINT, CROSSWALK BAR	103652-6132 Repair & Maintenance/Streets	AP103023	943.11	19286		00129107	11/02/2023
				Check Total:	**943.11**				
MW OH	SAFETY-KLEEN SYSTEMS INC V011477	DETECTOR TUBES/PARTS WASHER	103658-6301 Special Department Expenses	AP103023	328.64	93051244		00129108	11/02/2023
				Check Total:	**328.64**				
MW OH	SB POOLS V012699	10/20 DJ LET'S DANCE	104071-6299 Other Purchased Services	AP103023	200.00	INV-000002		00129109	11/02/2023
				Check Total:	**200.00**				
MW OH	SECO ELECTRIC & LIGHTING V010182	LAMPS AND POLE CONTACTORS	103654-6130 Repair & Maint/Facilities	AP103023	250.00	8310		00129110	11/02/2023

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MW OH	SECO ELECTRIC & LIGHTING V010182	FD 2 POWER TROUBLESHOOT	103654-6130 Repair & Maint/Facilities	AP103023	90.64	8311		00129110	11/02/2023
				Check Total:	**340.64**				
MW OH	SO CAL GAS V000909	SEP-OCT GAS CHARGES	109595-6340 Natural Gas	AP103023	380.94	102423		00129111	11/02/2023
				Check Total:	**380.94**				
MW OH	SOUTHERN CALIFORNIA V000910	SEP-OCT ELECTRICAL CHARGES	109595-6330 Electricity	AP103023	2,928.08	102523		00129112	11/02/2023
				Check Total:	**2,928.08**				
MW OH	SUPERIOR ROOFING V011607	ROOFING BOND REFUND	0044-2033 Construction & Demo Deposit	AP103023	100.00	30-23-419		00129113	11/02/2023
				Check Total:	**100.00**				
MW OH	THINKSUPPLIES.COM V007047	PAPER	109595-6315 Office Supplies	AP103023	217.46	70289		00129114	11/02/2023
				Check Total:	**217.46**				
MW OH	TLAQUEPAQUE RESTAURANT V001045	GRANT PAYMENT #2	302535-6401 / 232501-6401 Community Programs	AP103023	63,657.50	GRANT	P13164	00129115	11/02/2023
				Check Total:	**63,657.50**				
MW OH	TOTAL IMAGING SOLUTIONS V011730	ST VIEW SCAN 4 RENEWAL	101523-6136 Software Maintenance	AP103023	535.00	20640		00129116	11/02/2023
				Check Total:	**535.00**				
MW OH	TRAFFIC MANAGEMENT V008463	ROAD CLOSURE SUPPLIES	104078-6299 Other Purchased Services	AP103023	8,525.41	1051364	P13184	00129117	11/02/2023
				Check Total:	**8,525.41**				
MW OH	TUFFREE MIDDLE SCHOOL V007403	2023 VETERANS DAY SCHOLARSHIP	103040-6999 Other Expenditure	AP103023	100.00	TMS103023		00129118	11/02/2023
				Check Total:	**100.00**				

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MW OH	VISIONS TINT INC V010106	F-150 WINDOW TINTING	103042-6301 Special Department Expenses	AP103023	710.00	6235		00129119	11/02/2023
				Check Total:	**710.00**				
MW OH	WAYMAN, CAROLE M. V012312	TRAINING MILEAGE	101002-6240 Mileage Reimbursement	AP103023	64.19	10/30/2023		00129120	11/02/2023
				Check Total:	**64.19**				
MW OH	YORBA LINDA MIDDLE V012383	2023 VETERANS DAY SCHOLARSHIP	103040-6999 Other Expenditure	AP103023	100.00	YLMS103023		00129121	11/02/2023
				Check Total:	**100.00**				
MW OH	YORBA LINDA WATER V001148	SEP-OCT WATER CHARGES	109595-6335 Water	AP103023	1,229.27	102523		00129122	11/02/2023
				Check Total:	**1,229.27**				
MW OH	ALL CITY MANAGEMENT V000005	10/1-14 CROSSING GUARD SVS	103047-6290 Dept. Contract Services	AP110623	4,431.60	8805	P12977	00129123	11/08/2023
				Check Total:	**4,431.60**				
MW OH	AMSBURY, AVERY V012704	2023 VETERANS DAY SCHOLARSHIP	103040-6999 Other Expenditure	AP110623	100.00	AMSBURY		00129124	11/08/2023
				Check Total:	**100.00**				
MW OH	ANAHEIM SCREEN & GLASS V010390	REPLACE WINDOW - TYNES GYM	104076-6130 Repair & Maint/Facilities	AP110623	386.25	41647		00129125	11/08/2023
				Check Total:	**386.25**				
MW OH	ANDREA HEINZEL V011801	PD TRAINING MEALS, MILEAGE	103042-6250 Staff Training	AP110623	82.47	HEINZEL11623		00129126	11/08/2023
				Check Total:	**82.47**				
MW OH	ANTHEM LIFE INSURANCE V000046	NOV - W. SMITH LIFE INS	395083-5163 Life Insurance Premiums	AP110623	5.00	NOVEMBER202		00129127	11/08/2023
				Check Total:	**5.00**				

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MW OH	ARAMARK REFRESHMENT V000081	401 E CHAPMAN -COFFEE/WATER	109595-6301 Special Department Expenses	AP110623	509.70	105813613		00129128	11/08/2023
MW OH	ARAMARK REFRESHMENT V000081	401 E CHAPMAN -COFFEE/WATER	109595-6301 Special Department Expenses	AP110623	749.14	105813614		00129128	11/08/2023
MW OH	ARAMARK REFRESHMENT V000081	401 E CHAPMAN -COFFEE/WATER	109595-6301 Special Department Expenses	AP110623	519.90	105813615		00129128	11/08/2023
MW OH	ARAMARK REFRESHMENT V000081	2999 E LA JOLLA -COFFEE/WATER	109595-6301 Special Department Expenses	AP110623	101.14	105819612		00129128	11/08/2023
MW OH	ARAMARK REFRESHMENT V000081	2999 E LA JOLLA -COFFEE/WATER	109595-6301 Special Department Expenses	AP110623	56.38	105820626		00129128	11/08/2023
MW OH	ARAMARK REFRESHMENT V000081	401 E CHAPMAN -COFFEE/WATER	109595-6301 Special Department Expenses	AP110623	797.54	105820628		00129128	11/08/2023
MW OH	ARAMARK REFRESHMENT V000081	401 E CHAPMAN -COFFEE/WATER	109595-6301 Special Department Expenses	AP110623	69.65	105820629		00129128	11/08/2023
MW OH	ARAMARK REFRESHMENT V000081	2999 E LA JOLLA -COFFEE/WATER	109595-6301 Special Department Expenses	AP110623	33.31	105821717		00129128	11/08/2023
MW OH	ARAMARK REFRESHMENT V000081	1530 VALENCIA -COFFEE/WATER	109595-6301 Special Department Expenses	AP110623	660.65	105821718		00129128	11/08/2023
MW OH	ARAMARK REFRESHMENT V000081	401 E CHAPMAN -COFFEE/WATER	109595-6301 Special Department Expenses	AP110623	660.90	105821719		00129128	11/08/2023
MW OH	ARAMARK REFRESHMENT V000081	110 S BRADFORD -COFFEE/WATER	109595-6301 Special Department Expenses	AP110623	670.48	105821721		00129128	11/08/2023
MW OH	ARAMARK REFRESHMENT V000081	143 S BRADFORD -COFFEE/WATER	109595-6301 Special Department Expenses	AP110623	76.41	105821725		00129128	11/08/2023
MW OH	ARAMARK REFRESHMENT V000081	900 S MELROSE -COFFEE/WATER	109595-6301 Special Department Expenses	AP110623	276.25	105821726		00129128	11/08/2023
MW OH	ARAMARK REFRESHMENT V000081	201 BRADFORD -COFFEE/WATER	109595-6301 Special Department Expenses	AP110623	247.13	7288507		00129128	11/08/2023
MW OH	ARAMARK REFRESHMENT	401 E CHAPMAN -COFFEE/WATER	109595-6301	AP110623	365.00	7298682		00129128	11/08/2023

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	V000081		Special Department Expenses						
MW OH	ARAMARK REFRESHMENT V000081	900 S MELROSE -COFFEE/WATER	109595-6301 Special Department Expenses	AP110623	75.00	7307177		00129128	11/08/2023
MW OH	ARAMARK REFRESHMENT V000081	143 S BRADFORD -COFFEE/WATER	109595-6301 Special Department Expenses	AP110623	75.00	7307179		00129128	11/08/2023
MW OH	ARAMARK REFRESHMENT V000081	110 S BRADFORD -COFFEE/WATER	109595-6301 Special Department Expenses	AP110623	75.00	7307181		00129128	11/08/2023
MW OH	ARAMARK REFRESHMENT V000081	1530 VALENCIA -COFFEE/WATER	109595-6301 Special Department Expenses	AP110623	75.00	7307182		00129128	11/08/2023
MW OH	ARAMARK REFRESHMENT V000081	2999 E LA JOLLA -COFFEE/WATER	109595-6301 Special Department Expenses	AP110623	75.00	7307183		00129128	11/08/2023
MW OH	ARAMARK REFRESHMENT V000081	201 BRADFORD -COFFEE/WATER	109595-6301 Special Department Expenses	AP110623	16.00	7307277		00129128	11/08/2023
MW OH	ARAMARK REFRESHMENT V000081	401 E CHAPMAN -COFFEE/WATER	109595-6301 Special Department Expenses	AP110623	365.00	7526699		00129128	11/08/2023
MW OH	ARAMARK REFRESHMENT V000081	900 S MELROSE -COFFEE/WATER	109595-6301 Special Department Expenses	AP110623	75.00	7530506		00129128	11/08/2023
MW OH	ARAMARK REFRESHMENT V000081	143 S BRADFORD -COFFEE/WATER	109595-6301 Special Department Expenses	AP110623	75.00	7530507		00129128	11/08/2023
MW OH	ARAMARK REFRESHMENT V000081	110 S BRADFORD -COFFEE/WATER	109595-6301 Special Department Expenses	AP110623	75.00	7530510		00129128	11/08/2023
MW OH	ARAMARK REFRESHMENT V000081	1530 VALENCIA -COFFEE/WATER	109595-6301 Special Department Expenses	AP110623	75.00	7530515		00129128	11/08/2023
MW OH	ARAMARK REFRESHMENT V000081	2999 E LA JOLLA -COFFEE/WATER	109595-6301 Special Department Expenses	AP110623	75.00	7530518		00129128	11/08/2023
MW OH	ARAMARK REFRESHMENT V000081	201 BRADFORD -COFFEE/WATER	109595-6301 Special Department Expenses	AP110623	40.00	7530674		00129128	11/08/2023
				Check Total:	**6,964.58**				
MW OH	AT&T	SEP-OCT PHONE CHARGES	109595-6215	AP110623	420.81	110123		00129129	11/08/2023

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	V004144		Telephone/Internet						
				Check Total:	**420.81**				
MW OH	AWARDS BY PAUL V006055	BAND REVIEW/PARADE AWARDS	104078-6301 Special Department Expenses	AP110623	1,252.59	54492	P13204	00129130	11/08/2023
MW OH	AWARDS BY PAUL V006055	BAND REVIEW/PARADE AWARDS	104078-6301 Special Department Expenses	AP110623	3,298.23	54493	P13204	00129130	11/08/2023
				Check Total:	**4,550.82**				
MW OH	BLUE SCOPE CONSTRUCTION V012441	AUG CONSTRUCTION SVS	105213-6850 / 105213-6850 Building & Facilities	AP110623	122,372.10	22740-05	P13074	00129131	11/08/2023
				Check Total:	**122,372.10**				
MW OH	CALMAT CO. V010007	PAVING MATERIALS	103652-6301 Special Department Expenses	AP110623	432.54	732180	P13098	00129132	11/08/2023
MW OH	CALMAT CO. V010007	PAVING MATERIALS	103652-6301 Special Department Expenses	AP110623	536.37	7321811	P13098	00129132	11/08/2023
				Check Total:	**968.91**				
MW OH	CANON FINANCIAL SERVICES V008979	INSTALL IMAGE RUNNER ADV	109595-6175 Office Equipment Rental	AP110623	289.06	30543653A		00129133	11/08/2023
				Check Total:	**289.06**				
MW OH	CARPENTER ROTHANS & V012176	LITIGATION FEE	404582-6006 Litigation	AP110623	1,345.50	43759		00129134	11/08/2023
MW OH	CARPENTER ROTHANS & V012176	LITIGATION FEE	404582-6006 Litigation	AP110623	1,005.50	44017		00129134	11/08/2023
				Check Total:	**2,351.00**				
MW OH	CENTURY BUSINESS V010180	7/28-10/27 PRINTER/COPIER SVS	109595-6175 Office Equipment Rental	AP110623	131.89	AR49971		00129135	11/08/2023
				Check Total:	**131.89**				
MW OH	CHARTER COMMUNICATIONS	10/21-11/20 BWC INTERNET	109595-6215	AP110623	1,308.60	11980240110212		00129136	11/08/2023

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	V012060		Telephone/Internet						
				Check Total:	**1,308.60**				
MW OH	CITY OF ANAHEIM V010186	9/18-10/17 SHARED TS ELECTRIC	109595-6330 Electricity	AP110623	63.03	110123		00129137	11/08/2023
				Check Total:	**63.03**				
MW OH	CITY OF BREA V000125	BUSINESS CARDS - BLDG DEPT	102532-6315 Office Supplies	AP110623	143.35	ASR0000277		00129138	11/08/2023
MW OH	CITY OF BREA V000125	BUSINESS CARDS - CODE ENF.	102533-6315 Office Supplies	AP110623	35.12	ASR0000277		00129138	11/08/2023
				Check Total:	**178.47**				
MW OH	CITY OF LA HABRA V000600	Q-3 COURT LIAISON SERVICES	103043-6290 Dept. Contract Services	AP110623	10,566.25	LH 24-301-AR	P12981	00129139	11/08/2023
MW OH	CITY OF LA HABRA V000600	Q-4 COURT LIAISON SERVICES	103043-6290 Dept. Contract Services	AP110623	10,566.25	LH 24-302-AR	P12981	00129139	11/08/2023
				Check Total:	**21,132.50**				
MW OH	CJ CMT INC V011091	PD TRAINING - RODRIGUEZ	213041-6250 Staff Training	AP110623	3,506.25	0040		00129140	11/08/2023
				Check Total:	**3,506.25**				
MW OH	CLASSIC GRAPHIX V012685	HERITAGE CAR SHOW T-SHIRTS	104078-6301 Special Department Expenses	AP110623	623.33	41359		00129141	11/08/2023
				Check Total:	**623.33**				
MW OH	COSTAR REALTY V012340	FY 23/24 REAL ESTATE DATA BASE	109595-6999 Other Expenditure	AP110623	2,241.00	118543965-1	P13206	00129142	11/08/2023
				Check Total:	**2,241.00**				
MW OH	DELL MARKETING L.P. V000301	LAPTOPS, MONITORS	799800-6364 / 241503-6364 Computer Hardware	AP110623	3,585.76	10690105935	P13207	00129143	11/08/2023
				Check Total:	**3,585.76**				

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MW OH	DENNIS GRUBB & V012137	10/16-31 FD PLAN CHECK SVS	103066-6290 Dept. Contract Services	AP110623	3,260.00	002-30084	P12990	00129144	11/08/2023
MW OH	DENNIS GRUBB & V012137	10/16-31 FD INSPECTION SVS	103066-6290 Dept. Contract Services	AP110623	1,700.00	002-30085	P12990	00129144	11/08/2023
				Check Total:	**4,960.00**				
MW OH	EPIC LAND SOLUTIONS INC. V012586	EASEMENT APPRAISAL -GOLDEN	331801-6740 Infrastructure - Streets	AP110623	5,929.35	0923-1420	P13088	00129145	11/08/2023
				Check Total:	**5,929.35**				
MW OH	FIREFIGHTERS SAFETY V011346	FIRE INSPECTOR UNIFORM	103067-6360 Uniforms	AP110623	1,571.30	29499		00129146	11/08/2023
MW OH	FIREFIGHTERS SAFETY V011346	FD UNIFORM SUPPLIES	103067-6360 Uniforms	AP110623	103.85	29500		00129146	11/08/2023
MW OH	FIREFIGHTERS SAFETY V011346	FD UNIFORM SUPPLIES	103065-6360 Uniforms	AP110623	508.58	29500		00129146	11/08/2023
MW OH	FIREFIGHTERS SAFETY V011346	FD UNIFORMS, BOOTS	103066-6360 Uniforms	AP110623	2,354.55	29503		00129146	11/08/2023
				Check Total:	**4,538.28**				
MW OH	FORENSIC NURSE V009316	SART EXAM	103040-6099 Professional Services	AP110623	900.00	5629		00129147	11/08/2023
				Check Total:	**900.00**				
MW OH	FOUNTAINHEAD V012624	AUG CONST MGMT SVS	797902-6760 / 797902-6760 Infrastructure - Parks	AP110623	21,645.00	2023-08-	P13030	00129148	11/08/2023
MW OH	FOUNTAINHEAD V012624	AUG CONST MGMT SVS	697902-6760 / 697902-6760 Infrastructure - Parks	AP110623	14,430.00	2023-08-	P13030	00129148	11/08/2023
				Check Total:	**36,075.00**				
MW OH	FRANCHISE TAX BOARD V000404	FTB PE 10/28 PD 11/23	0010-2196 Garnishments W/H	AP110623	7.73	PR2301022		00129149	11/08/2023
				Check Total:	**7.73**				

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MW OH	GALLS LLC V000438	DISPATCH UNIFORMS	101515-6360 Uniforms	AP110623	82.30	025952783		00129150	11/08/2023
MW OH	GALLS LLC V000438	DISPATCH UNIFORMS	101515-6360 Uniforms	AP110623	146.85	025978918		00129150	11/08/2023
MW OH	GALLS LLC V000438	DISPATCH UNIFORMS	101515-6360 Uniforms	AP110623	219.88	025996872		00129150	11/08/2023
MW OH	GALLS LLC V000438	DISPATCH UNIFORMS	101515-6360 Uniforms	AP110623	84.00	025996954		00129150	11/08/2023
MW OH	GALLS LLC V000438	PD BOOTS	103041-6360 Uniforms	AP110623	646.47	026013050		00129150	11/08/2023
				Check Total:	**1,179.50**				
MW OH	GOLDEN STATE WATER V000928	SEP-OCT WATER CHARGES	296561-6335 Water	AP110623	10,638.63	110123		00129151	11/08/2023
MW OH	GOLDEN STATE WATER V000928	SEP-OCT WATER CHARGES	109595-6335 / 21010-6335 Water	AP110623	97.87	110123		00129151	11/08/2023
MW OH	GOLDEN STATE WATER V000928	SEP-OCT WATER CHARGES	109595-6335 Water	AP110623	23,578.93	110123		00129151	11/08/2023
				Check Total:	**34,315.43**				
MW OH	GRIZZLY SYSTEMS LLC V012700	ERMS SOFTWARE	103066-6365 Computer Software	AP110623	1,500.00	1001		00129152	11/08/2023
				Check Total:	**1,500.00**				
MW OH	GST GOLDEN STAR V009410	OCT MANAGED SERVICES	101523-6290 Dept. Contract Services	AP110623	20,475.00	INV93341	P13185	00129153	11/08/2023
				Check Total:	**20,475.00**				
MW OH	HI-WAY SAFETY RENTALS V000459	SIDEWALK CLOSE SIGN	103652-6301 Special Department Expenses	AP110623	50.00	149358		00129154	11/08/2023
				Check Total:	**50.00**				
MW OH	IAFCI	MEMBERSHIP DUES - K. FLOOD	103042-6255	AP110623	95.00	4762424		00129155	11/08/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V012380		Dues & Memberships						
				Check Total:	**95.00**				
MW OH	INFRASTRUCTURE V011245	OCT BLDG SAFETY PLAN CK/INSP	102532-6290 Dept. Contract Services	AP110623	14,547.50	28851	P13167	00129156	11/08/2023
				Check Total:	**14,547.50**				
MW OH	INGLIS IMPORTS INC V012485	HARNESS FOR K9 KENZO	103041-6301 Special Department Expenses	AP110623	263.84	IPHS001044		00129157	11/08/2023
				Check Total:	**263.84**				
MW OH	ITS A GAS INC V012706	HELIUM FOR P.A.R.K.S. PROGRAM	104071-6301 Special Department Expenses	AP110623	320.20	ARP-15575		00129158	11/08/2023
				Check Total:	**320.20**				
MW OH	JOHN HANCOCK USA-PARS V010625	PARS FT-ER PE 10/28 PD 11/03	0010-2131 Employer PARS/ARS Payable	AP110623	848.39	PR2301022		00129159	11/08/2023
MW OH	JOHN HANCOCK USA-PARS V010625	PARS FT-ER PE 10/28 PD 11/03	0010-2131 Employer PARS/ARS Payable	AP110623	917.82	PR2301022		00129159	11/08/2023
MW OH	JOHN HANCOCK USA-PARS V010625	PARS FT-ER PE 10/28 PD 11/03	0010-2131 Employer PARS/ARS Payable	AP110623	675.91	PR2301022		00129159	11/08/2023
MW OH	JOHN HANCOCK USA-PARS V010625	PARS FT-ER PE 10/28 PD 11/03	0029-2131 Employer PARS/ARS Payable	AP110623	19.45	PR2301022		00129159	11/08/2023
MW OH	JOHN HANCOCK USA-PARS V010625	PARS FT-ER PE 10/28 PD 11/03	0037-2131 Employer PARS/ARS Payable	AP110623	76.48	PR2301022		00129159	11/08/2023
MW OH	JOHN HANCOCK USA-PARS V010625	PARS FT-ER PE 10/28 PD 11/03	0037-2131 Employer PARS/ARS Payable	AP110623	236.52	PR2301022		00129159	11/08/2023
MW OH	JOHN HANCOCK USA-PARS V010625	PARS FT-ER PE 10/28 PD 11/03	0048-2131 Employer PARS/ARS Payable	AP110623	54.63	PR2301022		00129159	11/08/2023
MW OH	JOHN HANCOCK USA-PARS V010625	PARS FT-ER PE 10/28 PD 11/03	0048-2131 Employer PARS/ARS Payable	AP110623	112.36	PR2301022		00129159	11/08/2023
MW OH	JOHN HANCOCK USA-PARS	PARS FT-ER PE 10/28 PD 11/03	0054-2131	AP110623	4.91	PR2301022		00129159	11/08/2023

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V010625		Employer PARS/ARS Payable						
MW OH	JOHN HANCOCK USA-PARS V010625	PARS FT-ER PE 10/28 PD 11/03	0054-2131 Employer PARS/ARS Payable	AP110623	43.71	PR2301022		00129159	11/08/2023
				Check Total:	**2,990.18**				
MW OH	JOHN L HUNTER & V008757	JUN NPDES CONSULTING SVS	103593-6099 Professional Services	AP110623	1,860.00	PLA1MS412306	P13125	00129160	11/08/2023
				Check Total:	**1,860.00**				
MW OH	JUNG, ALEXANDER V012387	PD TRAINING MEAL, MILEAGE	103041-6250 Staff Training	AP110623	477.35	JUNG110623		00129161	11/08/2023
				Check Total:	**477.35**				
MW OH	KRAHLING, KELLEY V012559	PD TRAINING MEALS, MILEAGE	103040-6250 Staff Training	AP110623	73.50	KRAHLING1162		00129162	11/08/2023
				Check Total:	**73.50**				
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS - OLEA	103043-6360 Uniforms	AP110623	498.59	INV757215	P13019	00129163	11/08/2023
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS - WAGONER	103041-6360 Uniforms	AP110623	68.13	INV757251	P13019	00129163	11/08/2023
				Check Total:	**566.72**				
MW OH	LOENGREEN INC V012515	OCT CONSTRUCTION SVS	109800-6850 / 105213-6850 Building & Facilities	AP110623	505,627.29	LCV1033	P13105	00129164	11/08/2023
				Check Total:	**505,627.29**				
MW OH	MC FADDEN-DALE V000635	PW FACILITY SUPPLIES	103654-6130 Repair & Maint/Facilities	AP110623	84.47	528821/5		00129165	11/08/2023
MW OH	MC FADDEN-DALE V000635	PW FACILITY SUPPLIES	103654-6130 Repair & Maint/Facilities	AP110623	65.40	529006/5		00129165	11/08/2023
				Check Total:	**149.87**				
MW OH	McCONNELL, CHRISTINE	LIVESCAN REFUND	103043-4416	AP110623	141.00	103023		00129166	11/08/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V012703		Live Scan Rolling Fee						
				Check Total:	**141.00**				
MW OH	MILLSAP, SCOTT V003801	PD TRAINING MEALS, MILEAGE	213041-6250 Staff Training	AP110623	72.00	MILLSAP110623		00129167	11/08/2023
				Check Total:	**72.00**				
MW OH	MINUTEMAN PRESS- V007449	MILITARY BANNER	0044-2082 Military Banners Program	AP110623	1,363.73	39361		00129168	11/08/2023
				Check Total:	**1,363.73**				
MW OH	MOURRA, ROBERT V012705	CITATIONS VOIDED - REFUND	102533-4411 Administrative Citations	AP110623	303.00	2246901 AND 2		00129169	11/08/2023
				Check Total:	**303.00**				
MW OH	MV CHENG & ASSOCIATES V010389	OCT PROFESSIONAL SVS	101512-6099 Professional Services	AP110623	1,440.00	10/31/2023	P13050	00129170	11/08/2023
				Check Total:	**1,440.00**				
MW OH	NORTH NET TRAINING V012187	9/30 HAZMAT STAFF TRAINING	103066-6250 Staff Training	AP110623	1,485.00	2354		00129171	11/08/2023
				Check Total:	**1,485.00**				
MW OH	ORANGE COUNTY V000699	OCEA PE 10/28 PD 11/03	0010-2176 PCEA/OCEA Assoc Dues	AP110623	484.13	PR2301022		00129172	11/08/2023
MW OH	ORANGE COUNTY V000699	OCEA PE 10/28 PD 11/03	0029-2176 PCEA/OCEA Assoc Dues	AP110623	7.18	PR2301022		00129172	11/08/2023
MW OH	ORANGE COUNTY V000699	OCEA PE 10/28 PD 11/03	0033-2176 PCEA/OCEA Assoc Dues	AP110623	11.55	PR2301022		00129172	11/08/2023
MW OH	ORANGE COUNTY V000699	OCEA PE 10/28 PD 11/03	0037-2176 PCEA/OCEA Assoc Dues	AP110623	14.91	PR2301022		00129172	11/08/2023
MW OH	ORANGE COUNTY V000699	OCEA PE 10/28 PD 11/03	0048-2176 PCEA/OCEA Assoc Dues	AP110623	13.18	PR2301022		00129172	11/08/2023
MW OH	ORANGE COUNTY	OCEA PE 10/28 PD 11/03	0054-2176	AP110623	0.35	PR2301022		00129172	11/08/2023

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V000699		PCEA/OCEA Assoc Dues						
				Check Total:	**531.30**				
MW OH	ORANGE COUNTY V007306	OCT PARKING CITATIONS	0044-2038 Parking Fines	AP110623	4,422.00	103123		00129173	11/08/2023
				Check Total:	**4,422.00**				
MW OH	PBK-WLC ARCHITECTS V012022	OCT PSC - ARCHITECT. & ENG SVS	105213-6850 / 105213-6850 Building & Facilities	AP110623	5,250.00	000000000024	P13047	00129174	11/08/2023
				Check Total:	**5,250.00**				
MW OH	PCEA C/O NORTH ORANGE CO V000679	PCEA PE 10/28 PD 11/03	0010-2176 PCEA/OCEA Assoc Dues	AP110623	41.92	PR2301022		00129175	11/08/2023
MW OH	PCEA C/O NORTH ORANGE CO V000679	PCEA PE 10/28 PD 11/03	0029-2176 PCEA/OCEA Assoc Dues	AP110623	0.61	PR2301022		00129175	11/08/2023
MW OH	PCEA C/O NORTH ORANGE CO V000679	PCEA PE 10/28 PD 11/03	0033-2176 PCEA/OCEA Assoc Dues	AP110623	1.00	PR2301022		00129175	11/08/2023
MW OH	PCEA C/O NORTH ORANGE CO V000679	PCEA PE 10/28 PD 11/03	0037-2176 PCEA/OCEA Assoc Dues	AP110623	1.29	PR2301022		00129175	11/08/2023
MW OH	PCEA C/O NORTH ORANGE CO V000679	PCEA PE 10/28 PD 11/03	0048-2176 PCEA/OCEA Assoc Dues	AP110623	1.15	PR2301022		00129175	11/08/2023
MW OH	PCEA C/O NORTH ORANGE CO V000679	PCEA PE 10/28 PD 11/03	0054-2176 PCEA/OCEA Assoc Dues	AP110623	0.03	PR2301022		00129175	11/08/2023
				Check Total:	**46.00**				
MW OH	PCN3 INC V012642	OCT PSC CONSTRUCTION SVS	109800-6850 / 105213-6850 Building & Facilities	AP110623	687,800.00	4	P13086	00129176	11/08/2023
				Check Total:	**687,800.00**				
MW OH	PERIMETER PROTECTION V011153	INSTALL CAMERA - SANTA FE	101523-6128 Video Monitoring	AP110623	3,278.00	1099	P13209	00129177	11/08/2023
MW OH	PERIMETER PROTECTION V011153	INSTALL CAMERA- WHITTEN CTR	101523-6128 Video Monitoring	AP110623	4,600.00	1100	P13209	00129177	11/08/2023

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	PERIMETER PROTECTION V011153	INSTALL CAMERAS - FD1	101523-6128 Video Monitoring	AP110623	4,000.00	1101	P13209	00129177	11/08/2023
				Check Total:	**11,878.00**				
MW OH	PLACENTIA YORBA LINDA V000794	HERITAGE PARADE SHUTTLE	104078-6099 Professional Services	AP110623	1,417.50	38392		00129178	11/08/2023
				Check Total:	**1,417.50**				
MW OH	POLEZHAEV, KATE V012708	TRAINING MEALS, MILEAGE	103550-6245 Meetings & Conferences	AP110623	126.25	11/02/23		00129179	11/08/2023
				Check Total:	**126.25**				
MW OH	RED 88 MEDIA LLC V012180	OCT BROADCASTING SVS	581573-6290 Dept. Contract Services	AP110623	2,046.00	23-1025-0018	P13151	00129180	11/08/2023
				Check Total:	**2,046.00**				
MW OH	RING CENTRAL INC V012026	NOV PHONE SYSTEM SVS	101523-6136 Software Maintenance	AP110623	7,658.33	CD_000686541	P12986	00129181	11/08/2023
				Check Total:	**7,658.33**				
MW OH	SHADER, RHONDA V010255	PER DIEM EXPENSES	101001-6245 Meetings & Conferences	AP110623	276.50	10-30-23		00129182	11/08/2023
				Check Total:	**276.50**				
MW OH	SIMPSON, JUSTIN T V012702	LIVESCAN REFUND	103043-4416 Live Scan Rolling Fee	AP110623	109.00	103023		00129183	11/08/2023
				Check Total:	**109.00**				
MW OH	SO CAL GAS V000909	SEP-OCT GAS CHARGES	109595-6340 Natural Gas	AP110623	31.83	110123		00129184	11/08/2023
				Check Total:	**31.83**				
MW OH	SOUTHERN CALIFORNIA V000910	SEP-OCT ELECTRIC CHARGES	109595-6330 / 21010-6330 Electricity	AP110623	471.03	110123		00129185	11/08/2023
MW OH	SOUTHERN CALIFORNIA	SEP-OCT ELECTRIC CHARGES	109595-6330 / 21009-6330	AP110623	47.69	110123		00129185	11/08/2023

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V000910		Electricity						
MW OH	SOUTHERN CALIFORNIA V000910	SEP-OCT ELECTRIC CHARGES	109595-6330 Electricity	AP110623	28,331.13	110123		00129185	11/08/2023
				Check Total:	**28,849.85**				
MW OH	T-MOBILE USA V009215	CELL PHONE DATA DUMP	103042-6290 Dept. Contract Services	AP110623	200.00	9548602405		00129186	11/08/2023
				Check Total:	**200.00**				
MW OH	THANG DANG V012701	SETTLEMENT	404582-6210 Liability Claims	AP110623	340.35	SETTLEMENT		00129187	11/08/2023
				Check Total:	**340.35**				
MW OH	THINKSUPPLIES.COM V007047	PAPER	109595-6315 Office Supplies	AP110623	163.09	70295		00129188	11/08/2023
				Check Total:	**163.09**				
MW OH	TRANSTECH ENGINEERS INC V011220	CMI SERVICES - FINAL PAYMENT	332908-6741 / 332908-6741 Infrastructure - Traffic	AP110623	7,560.00	20222234R2	P13202	00129189	11/08/2023
				Check Total:	**7,560.00**				
MW OH	TRANSUNION RISK & V009317	OCT PD DATABASE TRANSACTIONS	103042-6290 Dept. Contract Services	AP110623	187.00	49451-202310-1		00129190	11/08/2023
				Check Total:	**187.00**				
MW OH	TREJO, DANIELA V012221	PD TRAINING MEALS, MILEAGE	103041-6250 Staff Training	AP110623	477.35	TREJO110623		00129191	11/08/2023
				Check Total:	**477.35**				
MW OH	UNITED RENTALS NORTH V001082	TRAILER RENTAL	104078-6299 Other Purchased Services	AP110623	685.12	225777727-001		00129192	11/08/2023
				Check Total:	**685.12**				
MW OH	US BANK PARS #6746022400 V008781	PARS PT EE/ER PE 10/28 PD 11/3	0010-2126 Employee PARS/ARS W/H	AP110623	2,034.72	PR2301022		00129193	11/08/2023

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	US BANK PARS #6746022400 V008781	PARS PT EE/ER PE 10/28 PD 11/3	0010-2131 Employer PARS/ARS Payable	AP110623	2,034.72	PR2301022		00129193	11/08/2023
				Check Total:	**4,069.44**				
MW OH	VERIZON WIRELESS V008735	9/20-10/20 PD DEVICES INT	109595-6215 Telephone/Internet	AP110623	3,980.44	9947333289		00129194	11/08/2023
MW OH	VERIZON WIRELESS V008735	9/21-10/20 I-PAD CHARGES	109595-6215 Telephone/Internet	AP110623	123.25	9947333291		00129194	11/08/2023
MW OH	VERIZON WIRELESS V008735	9/21-10/20 COUNCIL I-PADS CHRG	109595-6215 Telephone/Internet	AP110623	180.87	9947333292		00129194	11/08/2023
				Check Total:	**4,284.56**				
MW OH	YORBA LINDA WATER V001148	SEP-OCT WATER CHARGES	109595-6335 Water	AP110623	2,239.74	110123		00129195	11/08/2023
				Check Total:	**2,239.74**				
				Type Total:	**2,096,983.60**				
				Check Total:	**2,096,983.60**				

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ACH Check Register
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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				Grand Total:	345,566.97				

Check Totals by ID	
AP	345,566.97
EP	0.00
IP	0.00
OP	0.00

Void Total:	0.00
Check Total:	345,566.97

Fund Name	Check Totals by Fund
101-General Fund (0010)	326,421.61
208-Sccssr Agncy Ret Oblg (0054)	985.17
227-Explorer Grant NOC (0076)	156.50
231-Placentia Reg Nav Cent(0078)	1,948.83
265-Landscape Maintenance (0029)	1,322.85
275-Sewer Maintenance (0048)	5,296.14
401-City Capital Projects (0033)	3,451.10
501-Refuse Administration (0037)	3,814.12
605-Risk Management (0040)	2,170.65
Check Total:	345,566.97

ACH Payroll Direct Deposit for 11/03/2023:	**607,624.01**
Electronic Disbursement Total:	**953,190.98**

Funds will be transferred from the Cash Basis Fund as needed to fund the warrants included on this warrant register

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	PLACENTIA FIREFIGHTERS V011878	PPFA PE 10/28 PD 11/23	0010-2178 Placentia Police Assoc Dues	PY2301022	800.00	PR2301022		00018005	11/08/2023
				Check Total:	**800.00**				
MW OH	PLACENTIA POLICE V000839	PPFMA PE 10/28 PD 11/3	0010-2180 Police Mgmt Assn Dues	PY2301022	1,378.40	PR2301022		00018006	11/08/2023
				Check Total:	**1,378.40**				
MW OH	PLACENTIA POLICE V003519	PPOA PE 10/28 PD 11/3	0010-2178 Placentia Police Assoc Dues	PY2301022	2,745.11	PR2301022		00018007	11/08/2023
MW OH	PLACENTIA POLICE V003519	PPOA PE 10/28 PD 11/3	0076-2178 Placentia Police Assoc Dues	PY2301022	4.53	PR2301022		00018007	11/08/2023
MW OH	PLACENTIA POLICE V003519	PPOA PE 10/28 PD 11/3	0078-2178 Placentia Police Assoc Dues	PY2301022	44.00	PR2301022		00018007	11/08/2023
				Check Total:	**2,793.64**				
MW OH	AMERICAN FIDELITY V010011	FSA PE 10/28 PD 11/3	0010-2188 Health Care SSA	ACH110723	1,362.14	2178149A		00018008	11/08/2023
MW OH	AMERICAN FIDELITY V010011	FSA PE 10/28 PD 11/3	0054-2188 Health Care SSA	ACH110723	6.41	2178149A		00018008	11/08/2023
MW OH	AMERICAN FIDELITY V010011	FSA PE 10/28 PD 11/3	0048-2188 Health Care SSA	ACH110723	36.35	2178149A		00018008	11/08/2023
MW OH	AMERICAN FIDELITY V010011	FSA PE 10/28 PD 11/3	0037-2188 Health Care SSA	ACH110723	10.57	2178149A		00018008	11/08/2023
MW OH	AMERICAN FIDELITY V010011	FSA PE 10/28 PD 11/3	0010-2190 Dependent Care SSA	ACH110723	233.33	2178149A		00018008	11/08/2023
				Check Total:	**1,648.80**				
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 10/28 PD 11/3	0010-2195 PERS Uniform	ACH110723	23.94	PR2301021		00018009	11/08/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 10/28 PD 11/3	0048-2195 PERS Uniform	ACH110723	0.61	PR2301021		00018009	11/08/2023

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 10/28 PD 11/3	0029-2195 PERS Uniform	ACH110723	0.05	PR2301021		00018009	11/08/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 10/28 PD 11/3	0078-2195 PERS Uniform	ACH110723	0.60	PR2301021		00018009	11/08/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 10/28 PD 11/3	0037-2140 Employee PERS W/H	ACH110723	1,518.96	PR2301021		00018009	11/08/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 10/28 PD 11/3	0010-2140 Employee PERS W/H	ACH110723	125,893.53	PR2301021		00018009	11/08/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 10/28 PD 11/3	0078-2140 Employee PERS W/H	ACH110723	1,202.49	PR2301021		00018009	11/08/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 10/28 PD 11/3	0040-2140 Employee PERS W/H	ACH110723	836.35	PR2301021		00018009	11/08/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 10/28 PD 11/3	0054-2140 Employee PERS W/H	ACH110723	398.09	PR2301021		00018009	11/08/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 10/28 PD 11/3	0076-2140 Employee PERS W/H	ACH110723	105.30	PR2301021		00018009	11/08/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 10/28 PD 11/3	0029-2140 Employee PERS W/H	ACH110723	662.97	PR2301021		00018009	11/08/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 10/28 PD 11/3	0048-2140 Employee PERS W/H	ACH110723	2,189.70	PR2301021		00018009	11/08/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 10/28 PD 11/3	0033-2140 Employee PERS W/H	ACH110723	1,280.21	PR2301021		00018009	11/08/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 10/28 PD 11/3	0048-2145 Employee PERS Payback W/H	ACH110723	4.40	PR2301021		00018009	11/08/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 10/28 PD 11/3	0029-2145 Employee PERS Payback W/H	ACH110723	2.59	PR2301021		00018009	11/08/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 10/28 PD 11/3	0054-2145 Employee PERS Payback W/H	ACH110723	10.35	PR2301021		00018009	11/08/2023
MW OH	CALIFORNIA PUBLIC	PERS PE 10/28 PD 11/3	0010-2145	ACH110723	223.30	PR2301021		00018009	11/08/2023

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V010053		Employee PERS Payback W/H						
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 10/28 PD 11/3	0037-2145 Employee PERS Payback W/H	ACH110723	18.11	PR2301021		00018009	11/08/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 10/28 PD 11/3	0010-2150 Survivor Benefit Package	ACH110723	139.72	PR2301021		00018009	11/08/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 10/28 PD 11/3	0078-2150 Survivor Benefit Package	ACH110723	1.00	PR2301021		00018009	11/08/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 10/28 PD 11/3	0048-2150 Survivor Benefit Package	ACH110723	3.09	PR2301021		00018009	11/08/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 10/28 PD 11/3	0040-2150 Survivor Benefit Package	ACH110723	0.93	PR2301021		00018009	11/08/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 10/28 PD 11/3	0054-2150 Survivor Benefit Package	ACH110723	0.40	PR2301021		00018009	11/08/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 10/28 PD 11/3	0076-2150 Survivor Benefit Package	ACH110723	0.15	PR2301021		00018009	11/08/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 10/28 PD 11/3	0029-2150 Survivor Benefit Package	ACH110723	1.15	PR2301021		00018009	11/08/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 10/28 PD 11/3	0037-2150 Survivor Benefit Package	ACH110723	2.08	PR2301021		00018009	11/08/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 10/28 PD 11/3	0033-2150 Survivor Benefit Package	ACH110723	2.14	PR2301021		00018009	11/08/2023
				Check Total:	**134,522.21**				
MW OH	CALIFORNIA STATE V004813	PE 10/28 PD 11/3	0048-2196 Garnishments W/H	ACH110723	46.15	PR2301022		00018010	11/08/2023
MW OH	CALIFORNIA STATE V004813	PE 10/28 PD 11/3	0037-2196 Garnishments W/H	ACH110723	69.23	PR2301022		00018010	11/08/2023
MW OH	CALIFORNIA STATE V004813	PE 10/28 PD 11/3	0029-2196 Garnishments W/H	ACH110723	9.23	PR2301022		00018010	11/08/2023
MW OH	CALIFORNIA STATE	PE 10/28 PD 11/3	0010-2196	ACH110723	1,388.29	PR2301022		00018010	11/08/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V004813		Garnishments W/H						
				Check Total:	**1,512.90**				
MW OH	EMPLOYMENT V010052	PE 10/28 PD 11/3	0010-2135 Calif Income Tax W/H	ACH110723	39,365.50	PR2301022		00018011	11/08/2023
MW OH	EMPLOYMENT V010052	PE 10/28 PD 11/3	0029-2135 Calif Income Tax W/H	ACH110723	215.73	PR2301022		00018011	11/08/2023
MW OH	EMPLOYMENT V010052	PE 10/28 PD 11/3	0033-2135 Calif Income Tax W/H	ACH110723	482.68	PR2301022		00018011	11/08/2023
MW OH	EMPLOYMENT V010052	PE 10/28 PD 11/3	0037-2135 Calif Income Tax W/H	ACH110723	480.63	PR2301022		00018011	11/08/2023
MW OH	EMPLOYMENT V010052	PE 10/28 PD 11/3	0040-2135 Calif Income Tax W/H	ACH110723	382.78	PR2301022		00018011	11/08/2023
MW OH	EMPLOYMENT V010052	PE 10/28 PD 11/3	0048-2135 Calif Income Tax W/H	ACH110723	559.03	PR2301022		00018011	11/08/2023
MW OH	EMPLOYMENT V010052	PE 10/28 PD 11/3	0078-2135 Calif Income Tax W/H	ACH110723	119.93	PR2301022		00018011	11/08/2023
MW OH	EMPLOYMENT V010052	PE 10/28 PD 11/3	0076-2135 Calif Income Tax W/H	ACH110723	15.03	PR2301022		00018011	11/08/2023
MW OH	EMPLOYMENT V010052	PE 10/28 PD 11/3	0054-2135 Calif Income Tax W/H	ACH110723	120.40	PR2301022		00018011	11/08/2023
				Check Total:	**41,741.71**				
MW OH	INTERNAL REVENUE V010054	FED TAX PE 10/28 PD 11/3	0010-2110 Federal Income Tax W/H	ACH110723	88,314.21	PR2301022		00018012	11/08/2023
MW OH	INTERNAL REVENUE V010054	FED TAX PE 10/28 PD 11/3	0029-2110 Federal Income Tax W/H	ACH110723	264.25	PR2301022		00018012	11/08/2023
MW OH	INTERNAL REVENUE V010054	FED TAX PE 10/28 PD 11/3	0048-2110 Federal Income Tax W/H	ACH110723	1,447.89	PR2301022		00018012	11/08/2023
MW OH	INTERNAL REVENUE	FED TAX PE 10/28 PD 11/3	0054-2110	ACH110723	294.39	PR2301022		00018012	11/08/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V010054		Federal Income Tax W/H						
MW OH	INTERNAL REVENUE V010054	FED TAX PE 10/28 PD 11/3	0037-2110 Federal Income Tax W/H	ACH110723	1,129.72	PR2301022		00018012	11/08/2023
MW OH	INTERNAL REVENUE V010054	FED TAX PE 10/28 PD 11/3	0040-2110 Federal Income Tax W/H	ACH110723	486.95	PR2301022		00018012	11/08/2023
MW OH	INTERNAL REVENUE V010054	FED TAX PE 10/28 PD 11/3	0076-2110 Federal Income Tax W/H	ACH110723	24.05	PR2301022		00018012	11/08/2023
MW OH	INTERNAL REVENUE V010054	FED TAX PE 10/28 PD 11/3	0078-2110 Federal Income Tax W/H	ACH110723	422.43	PR2301022		00018012	11/08/2023
MW OH	INTERNAL REVENUE V010054	FED TAX PE 10/28 PD 11/3	0033-2110 Federal Income Tax W/H	ACH110723	1,337.35	PR2301022		00018012	11/08/2023
MW OH	INTERNAL REVENUE V010054	FED TAX PE 10/28 PD 11/3	0033-2115 Employee Medicare W/H	ACH110723	120.00	PR2301022		00018012	11/08/2023
MW OH	INTERNAL REVENUE V010054	FED TAX PE 10/28 PD 11/3	0078-2115 Employee Medicare W/H	ACH110723	41.69	PR2301022		00018012	11/08/2023
MW OH	INTERNAL REVENUE V010054	FED TAX PE 10/28 PD 11/3	0029-2115 Employee Medicare W/H	ACH110723	59.73	PR2301022		00018012	11/08/2023
MW OH	INTERNAL REVENUE V010054	FED TAX PE 10/28 PD 11/3	0076-2115 Employee Medicare W/H	ACH110723	3.64	PR2301022		00018012	11/08/2023
MW OH	INTERNAL REVENUE V010054	FED TAX PE 10/28 PD 11/3	0040-2115 Employee Medicare W/H	ACH110723	81.82	PR2301022		00018012	11/08/2023
MW OH	INTERNAL REVENUE V010054	FED TAX PE 10/28 PD 11/3	0037-2115 Employee Medicare W/H	ACH110723	158.98	PR2301022		00018012	11/08/2023
MW OH	INTERNAL REVENUE V010054	FED TAX PE 10/28 PD 11/3	0054-2115 Employee Medicare W/H	ACH110723	42.85	PR2301022		00018012	11/08/2023
MW OH	INTERNAL REVENUE V010054	FED TAX PE 10/28 PD 11/3	0048-2115 Employee Medicare W/H	ACH110723	212.31	PR2301022		00018012	11/08/2023
MW OH	INTERNAL REVENUE V010054	FED TAX PE 10/28 PD 11/3	0010-2115 Employee Medicare W/H	ACH110723	12,223.87	PR2301022		00018012	11/08/2023

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	INTERNAL REVENUE V010054	FED TAX PE 10/28 PD 11/3	0010-2120 Employer Medicare Payable	ACH110723	11,809.76	PR2301022		00018012	11/08/2023
MW OH	INTERNAL REVENUE V010054	FED TAX PE 10/28 PD 11/3	0048-2120 Employer Medicare Payable	ACH110723	197.64	PR2301022		00018012	11/08/2023
MW OH	INTERNAL REVENUE V010054	FED TAX PE 10/28 PD 11/3	0037-2120 Employer Medicare Payable	ACH110723	137.54	PR2301022		00018012	11/08/2023
MW OH	INTERNAL REVENUE V010054	FED TAX PE 10/28 PD 11/3	0040-2120 Employer Medicare Payable	ACH110723	81.82	PR2301022		00018012	11/08/2023
MW OH	INTERNAL REVENUE V010054	FED TAX PE 10/28 PD 11/3	0076-2120 Employer Medicare Payable	ACH110723	3.64	PR2301022		00018012	11/08/2023
MW OH	INTERNAL REVENUE V010054	FED TAX PE 10/28 PD 11/3	0029-2120 Employer Medicare Payable	ACH110723	57.91	PR2301022		00018012	11/08/2023
MW OH	INTERNAL REVENUE V010054	FED TAX PE 10/28 PD 11/3	0054-2120 Employer Medicare Payable	ACH110723	36.64	PR2301022		00018012	11/08/2023
MW OH	INTERNAL REVENUE V010054	FED TAX PE 10/28 PD 11/3	0078-2120 Employer Medicare Payable	ACH110723	41.69	PR2301022		00018012	11/08/2023
MW OH	INTERNAL REVENUE V010054	FED TAX PE 10/28 PD 11/3	0033-2120 Employer Medicare Payable	ACH110723	120.00	PR2301022		00018012	11/08/2023
MW OH	INTERNAL REVENUE V010054	FED TAX PE 10/28 PD 11/3	0010-2125 Employee Social Sec W/H	ACH110723	18.57	PR2301022		00018012	11/08/2023
MW OH	INTERNAL REVENUE V010054	FED TAX PE 10/28 PD 11/3	0010-2130 Employer Soc Sec Payable	ACH110723	18.57	PR2301022		00018012	11/08/2023
				Check Total:	**119,189.91**				
MW OH	MISSION SQUARE 100091 V012393	401A PE 10/28 PD 11/3	0010-2170 Deferred Comp Payable - ICMA	ACH110723	8,787.11	PR2301022		00018013	11/08/2023
				Check Total:	**8,787.11**				
MW OH	MISSION SQUARE 301387 V012394	EE/ER PE 10/28 PD 11/3	0033-2170 Deferred Comp Payable - ICMA	ACH110723	108.72	30187-PY022		00018014	11/08/2023
MW OH	MISSION SQUARE 301387	EE/ER PE 10/28 PD 11/3	0037-2170	ACH110723	288.30	30187-PY022		00018014	11/08/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V012394		Deferred Comp Payable - ICMA						
MW OH	MISSION SQUARE 301387 V012394	EE/ER PE 10/28 PD 11/3	0040-2170 Deferred Comp Payable - ICMA	ACH110723	300.00	30187-PY022		00018014	11/08/2023
MW OH	MISSION SQUARE 301387 V012394	EE/ER PE 10/28 PD 11/3	0048-2170 Deferred Comp Payable - ICMA	ACH110723	598.97	30187-PY022		00018014	11/08/2023
MW OH	MISSION SQUARE 301387 V012394	EE/ER PE 10/28 PD 11/3	0054-2170 Deferred Comp Payable - ICMA	ACH110723	75.64	30187-PY022		00018014	11/08/2023
MW OH	MISSION SQUARE 301387 V012394	EE/ER PE 10/28 PD 11/3	0061-2170 Deferred Comp Payable - ICMA	ACH110723	0.00	30187-PY022		00018014	11/08/2023
MW OH	MISSION SQUARE 301387 V012394	EE/ER PE 10/28 PD 11/3	0076-2170 Deferred Comp Payable - ICMA	ACH110723	0.16	30187-PY022		00018014	11/08/2023
MW OH	MISSION SQUARE 301387 V012394	EE/ER PE 10/28 PD 11/3	0078-2170 Deferred Comp Payable - ICMA	ACH110723	75.00	30187-PY022		00018014	11/08/2023
MW OH	MISSION SQUARE 301387 V012394	EE/ER PE 10/28 PD 11/3	0010-2170 Deferred Comp Payable - ICMA	ACH110723	31,456.26	30187-PY022		00018014	11/08/2023
MW OH	MISSION SQUARE 301387 V012394	EE/ER PE 10/28 PD 11/3	0029-2170 Deferred Comp Payable - ICMA	ACH110723	49.24	30187-PY022		00018014	11/08/2023
				Check Total:	**32,952.29**				
MW OH	WASHINGTON STATE V011597	PE 10/28 PD 11/3	0010-2196 Garnishments W/H	ACH110723	240.00	PR2301022		00018015	11/08/2023
				Check Total:	**240.00**				
				Type Total:	**345,566.97**				
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Placentia City Council
AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DEPUTY CITY ADMINISTRATOR / PUBLIC SERVICES & INFRASTRUCTURE

DATE: NOVEMBER 21, 2023

SUBJECT: **PROFESSIONAL SERVICES AGREEMENTS FOR ON-CALL CIVIL ENGINEERING SERVICES**

FISCAL IMPACT: EXPENSE: $500,000 TOTAL CONTRACT NOT-TO-EXCEED AMOUNTS (VARIOUS CIP PROJECTS)

SUMMARY:

On October 26, 2023, Staff solicited qualifications from professional civil engineering firms to create a bench list of professional consultants to provide civil engineering design services. These services include design of road, alley, curb and gutter, sidewalk, storm drains, and sewer improvements. A total of eleven (11) qualification proposal packages were received and after a comprehensive review of each proposal, five (5) firms were selected to be placed on an on-call bench list. These firms possess the experience and expertise to deliver civil engineering design services for the purpose of improving the City's infrastructure.

Staff recommends that City Council award contracts to the five (5) firms for a 3-year term with an option for a two-year term extension based upon performance and at the discretion of the City. Each consultant shall serve on an on-call basis with a not-to-exceed contract amount of $500,000, the cost of which will be charged to individual project budgets. The purpose of having multiple firms on a bench list is to ensure efficient delivery of multiple capital improvement projects many of which may run concurrently. This action will provide the City with available on-call services for all civil engineering design services in support of multiple CIP projects over the next 5 years.

RECOMMENDATION:

It is recommended that City Council take the following actions:

1. Approve a Professional Services Agreement with NV5, Inc., for professional consulting services to provide on-call professional civil engineering services for a term of three (3) years with one (1) two-year term extension based upon performance and at the discretion of the City, in an amount not-to-exceed $500,000; and

1.d.
Nov 21, 2023

2. Approve a Professional Services Agreement with HR Green Pacific, Inc. for professional consulting services to provide on-call professional civil engineering services for a term of three (3) years with one (1) two-year term extension based upon performance and at the discretion of the City, in an amount not-to-exceed $500,000; and

3. Approve a Professional Services Agreement with Infrastructure Engineers, a Bowman Company, for professional consulting services to provide on-call professional civil engineering services for a term of three (3) years with one (1) two-year term extension based upon performance and at the discretion of the City, in an amount not-to-exceed $500,000; and

4. Approve a Professional Services Agreement with Ardurra Group, Inc. for professional consulting services to provide on-call professional civil engineering services for a term of three (3) years with one (1) two-year term extension based upon performance and at the discretion of the City, in an amount not-to-exceed $500,000; and

5. Approve a Professional Services Agreement with Tait and Associates, Inc. for professional consulting services to provide on-call professional civil engineering services for a term of three (3) years with one (1) two-year term extension based upon performance and at the discretion of the City, in an amount not-to-exceed $500,000; and

6. Authorize the City Administrator to approve any contract term extensions based upon consultant performance and amendments up to 10% of the contract not-to-exceed amounts, or $50,000; and

7. Authorize the City Administrator to execute the above-mentioned Professional Services Agreements, in forms approved by the City Attorney.

STRATEGIC PLAN STATEMENT:

There is no specific strategic planning goal or objective associated with this agenda item.

DISCUSSION:

The City plans and budgets for capital projects as part of the annual Budget adoption. The Budget allocates funds for not only the construction of each project but also for soft costs such as professional services. In preparation for delivery of the City's various CIP projects, Staff prepared an RFQ for on-call professional civil engineering services. A total of eleven (11) proposals were received from qualified consulting firms with extensive experience in civil engineering services. The cumulative composite score for the top five firm's proposal is noted below:

On-Call Civil Engineering Services		
Ranking	**Consultant**	**TOTAL SCORE**
1	NV5	**90**
2	HR Green	**85**
3	Infrastructure Engineers	**85**
4	Ardurra	**80**
5	Tait and Associates	**80**

Based upon each firm's extensive experience and expertise in providing professional civil engineering services, five (5) ranked firms were selected to be included in the on-call consultant bench list. By utilizing more than one firm to provide these services, the City can achieve greater flexibility in delivering capital improvement projects wherein professional civil engineering services are utilized. Individual projects are assigned based upon the type of work to be performed as the expertise and experience of each firm will vary. For instance, firms with greater experience in roadway design would be assigned those types of projects, whereas firms with greater experience in sewer or storm drain design would provide design services on those types of projects. Assigning projects in this manner will ultimately ensure the individual experience and expertise of each civil engineering firm are closely matched to the unique scopes of work to be completed on each project.

The consultants providing civil engineering design services will work on an on-call basis and the contracts are structured on a time and materials basis, with a not-to-exceed amount. Each firm will submit a separate cost proposal for each project for which they will provide these services. Since payment for these services is on a time and materials basis, the overall cost to the project is dependent upon the scope and complexity of the project. The hours allocated by each firm to the projects to which they have been assigned is negotiated and based upon actual project need, the cost of which is allocated within individual project budgets and is controlled by the hourly rates provided by each firm. The overall cost to provide professional civil engineering services will vary from project to project and is based upon the scope of work of each individual project. The proposed not-to-exceed contract amount for each agreement is an estimate of what the City could potentially pay for these services over an initial contract term of three (3) years.

FISCAL IMPACT:

The cumulative not-to-exceed contract amount for each proposed agreement is $500,000. The award of these contracts does not commit the City to expending any funds for design services since the consultants will serve on an on-call, project by project basis. Funds for design services are budgeted as part of individual project budgets funded within the City's annual CIP Budget.

Prepared by:

Chris Tanio
Deputy Director of Public Works/City Engineer

Reviewed and approved:

Jennifer Lampman
Director of Finance

Reviewed and approved:

Luiz Estevez
Deputy City Administrator

Reviewed and approved:

Damien R. Arrula
City Administrator

Attachments:

1. Agreement with NV5, Inc.
2. Agreement with HR Green Pacific, Inc.
3. Agreement with Infrastructure Engineers, a Bowman Company
4. Agreement with Ardurra, Inc.
5. Agreement with Tait and Associates, Inc.

CITY OF PLACENTIA
PROFESSIONAL SERVICES AGREEMENT
WITH
NV5, INC.

THIS AGREEMENT is made and entered into this 21ST day of November, 2023 ("Effective Date"), by and between the CITY OF PLACENTIA, a municipal corporation ("City"), and NV5, Inc., a California corporation ("Consultant").

W I T N E S S E T H:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide on-call civil engineering services as more fully described herein; and

B. WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. WHEREAS, City and Consultant desire to contract for the specific services described in Exhibit "A" (the "Project") and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in Consultant's Proposal ("Proposal"), attached hereto as Exhibit "A" and incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement. Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. Officers and employees shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City and within the hereinafter specified. Evaluations of the work will be done by the City Administrator or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

(a) Meet with Consultant to review the quality of the work and resolve the

matters of concern;

(b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or

(c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.5. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. 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. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, a notice setting forth provisions of this non-discrimination clause.

Consultant shall, in all solicitations and advertisements for employees placed by, or on behalf of Consultant shall state that all qualified applicants will receive consideration for employment without regard to age, race, color, religion, sex, marital status, national origin, or mental or physical disability. Consultant shall cause the paragraphs contained in this Section to be inserted in all subcontracts for any work covered by the Agreement, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense. All insurance requirements contained in this Agreement are independently applicable to any and all subcontractors that Consultant may engage during the term of this Agreement.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and

employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "A." Consultant's total compensation shall not exceed Five Hundred Thousand Dollars ($ 500,000.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal or which is inconsistent with or in violation of the provisions of this Agreement unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable. Should the City request in writing additional services that increase the hereinabove described "SCOPE OF SERVICES", an additional fee based upon the Consultant's standard hourly rates shall be paid to the Consultant for such additional services.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the Effective Date.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit "A." The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party. If a delay beyond the control of the Consultant is encountered, a time extension may be mutually agreed upon in writing by the City and the Consultant. The

Consultant shall present documentation satisfactory to the City to substantiate any request for a time extension.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of three years, ending on November 21, 2026, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. One (1) two-year extension is available on Consultant performance and at the discretion of the City. Approval of the term extension is contingent upon City Council review and approval at the conclusion of the initial three-year term.s

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing at least fifteen (15) days prior written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City. If the City suspends, terminates or abandons a portion of this Agreement such suspension, termination or abandonment shall not make void or invalidate the remainder of this Agreement.

If the Consultant defaults in the performance of any of the terms or conditions of this Agreement, it shall have ten (10) days after service upon it of written notice of such default in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

The City shall have the right, notwithstanding any other provisions of this Agreement, to terminate this Agreement, at its option and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement, immediately upon service of written notice of termination on the Consultant, if the latter should:

a. Be adjudged a bankrupt;

b. Become insolvent or have a receiver of its assets or property appointed because of insolvency;

c. Make a general assignment for the benefit of creditors;

d. Default in the performance of any obligation or payment of any indebtedness under this Agreement;

e. Suffer any judgment against it to remain unsatisfied or unbonded of record for thirty (30) days or longer; or

f. Institute or suffer to be instituted any procedures for reorganization or rearrangement of its affairs.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination within thirty-five (35) days after service of the

notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant. City shall not be liable for any claim of lost profits.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

(a) Broad-form commercial general liability, in a form at least as broad as ISO from #CG 00 01 04 13, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars ($1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit. If Consultant maintains higher limits that the specified minimum limits, City requires and shall be entitled to coverage for the high limits maintained by the Consultant.

(b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars ($1,000,000.00), combined single limits, each incident for bodily injury and property damage.

(c) Workers' compensation insurance as required by the State of California and Employers Liability Insurance with a minimum limit of $1,000,000 per accident for any employee or employees of Consultant. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers for losses arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

Before execution of this Agreement by the City, the Consultant shall file with the Public Works Director/City Engineer the following signed certification:

> I am aware of, and will comply with, Section 3700 of the Labor Code, requiring every employer to be insured against liability of Workers' Compensation or to undertake self-insurance before commencing any of the work.

The Consultant shall also comply with Section 3800 of the Labor Code by securing, paying for and maintaining in full force and effect for the duration of this Agreement, complete Workers' Compensation Insurance, and shall furnish a Certificate of Insurance to the Public Works Director/City Engineer before execution of this Agreement by the City. The City, its officers and employees shall not be responsible for any claims in law or equity occasioned by failure of the consultant to comply with this section.

Neither the CITY nor any of its elected or appointed officials, officers, agents, employees, or volunteers makes any representation that the types of insurance and the limits specified to be carried by Consultant under this Agreement are adequate to protect Consultant. If Consultant believes that any such insurance coverage is insufficient, Consultant shall provide, at its own expense, such additional insurance as Consultant deems adequate.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions as worded below:

(a) Additional insureds: "The City of Placentia and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."

(b) Notice: "Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required polices are reduced; (3) or the deductible or self-insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, Consultant shall forthwith obtain and submit proof of substitute insurance. Should Consultant fail to immediately procure other insurance, as specified, to substitute for any canceled policy, the City may procure such insurance at Consultant's sole cost and expense."

(c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Placentia, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Placentia shall be excess and not contributing with the insurance provided by this policy."

(d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Placentia, its officers, officials, agents, employees, and volunteers.

(e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self-Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance and endorsements shall be attached hereto as Exhibit "B" and incorporated herein by this reference.

5.5. Non-limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Administrator or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement. It shall be the Consultant's responsibility to assure that the Project Manager is kept informed of the progress of the performance of the services and the Consultant shall refer any decision, which must be made by City, to the Project Manager. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Project Manager.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement and who shall not be

changed by Consultant without the express written approval by the City. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement, or the work hereunder may be provided by personal delivery, facsimile or if mailed, shall be addressed as set forth below and placed in a sealed envelope, postage prepaid, and deposited in the United States Postal Service. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 72 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:	IF TO CITY:
NV5, Inc 163 Technology Drive, Suite 100 Irvine, CA 92618 Tel: 949-585-0477	City of Placentia 401 E. Chapman Placentia, CA 92870 Tel: 714-993-8132
Attn: Jeff Cooper	Attn: Chris Tanio

6.5. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.6. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California. Consultant agrees to submit to the personal jurisdiction of such court in the event of such action.

6.7. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.8. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings brought against the City, its elected and appointed officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence, recklessness, or willful misconduct by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint,

or suit asserts as its basis the negligence, recklessness, or willful misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.9. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

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

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

6.11. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.12. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, preliminary notes, working documents, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City but shall be made available to the City within ten (10) days of request or within ten (10) days of termination. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, preliminary notes and working documents, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City. Consultant or Consultant's agents shall execute such documents as may be necessary from time to time to confirm City's ownership of the copyright in such documents.

6.13. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.14. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.15. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.16. Prohibited Employment. Consultant will not employ any regular employee of City

while this Agreement is in effect.

6.17. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, the conflict shall be resolved by giving precedence in the following order, if applicable: This Agreement, the City's Request for Proposals, the Consultant's Proposal.

6.18. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.19. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.20. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.21. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.22. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.23. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. 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. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.24. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.25. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF PLACENTIA,
A municipal corporation

_____ Date: _____
Damien R. Arrula, City Administrator

ATTEST:

_____
Robert S. McKinnell, City Clerk

CONSULTANT – NV5, Inc.

Jeffrey M. Cooper _____ Date: 11/9/2023
Signature

Jeffrey M. Cooper
Jeffrey M. Cooper, PE, Senior Vice President

94-2706173
Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

_____ Date: _____
Christian L. Bettenhausen, City Attorney

APPROVED AS TO INSURANCE:

_____ Date: _____

Krystle Murillo, Risk Manager

APPROVED AS TO CONTENT:

Chris Tanio Date: 11/9/2023

Chris Tanio, Deputy Director/City Engineer

DEPARTMENTAL APPROVAL:

Luis Estevez Date: 11/9/2023

Luis Estevez, Deputy City Administrator

EXHIBIT A

CONSULTANT'S PROPOSAL AND SCOPE OF WORK

EXHIBIT B

CERTIFICATES OF INSURANCE AND ENDORSEMENTS

A. LETTER OF TRANSMITTAL

PN: P27023-0006277.00

October 26, 2023

City of Placentia
Attn: Chris Tanio, PE, Deputy Director/City Engineer
401 E. Chapman Ave.
Placentia, CA 92870

SUBJECT: On-Call Civil Engineering Services

Dear Mr. Tanio,

NV5, Inc. is excited to have the opportunity to provide On-Call Civil Engineering Services to the City of Placentia (City). Our team has the technical knowledge and experience to deliver your projects in the most cost-efficient and cost-effective manner. NV5's strengths include the following:

Current Partnership: Our extensive experience and strong existing relationship with the City give us the ability to continue providing professional engineering services for your capital improvement projects. We operate with a sound understanding of your organizational structure, administrative processes and the community you serve. This, in turn, allows us to provide the requested services in the most efficient manner. Specifically, our team has provided or is providing professional consulting services for the following projects:

- City Hall and Police Station HVAC System Replacement and Solar Energy Project (Engineering Design)
- Old City Hall Office Renovation (Inspection)
- Crowther Sanitary Sewer Pipeline Replacement (Construction Management and Inspection)
- Residential Slurry Seal and Arterial Roadway Rehabilitation (Engineering Design)
- FY 19-20 Arterial Roadway Rehab (Inspection)
- ADA Curb Ramp Reconstruction (Engineering Design)
- Parque del Arroyo Verde Renovation (Engineering Design)

Qualifications and Relevant Experience: We have a proven track record of successfully providing On-Call Civil Engineering Services to municipalities throughout Southern California, most of which have been repeat clients. Details on our team's qualifications and relevant experience can be found starting on **page 4**.

Proposed Team: NV5 offers the City a team of dedicated professionals with proven capability and expertise. Our team will be led by **David Niknafs, PE,** who will serve as Project Manager. Mr. Niknafs has more than 30 years of experience working on public works projects. He is currently leading our civil engineering design team for the City Hall and Police Station HVAC System Replacement and Solar Energy Project, and he managed the teams that provided engineering design services for the City's Residential Slurry Seal and Arterial Roadway Rehabilitation and ADA Curb Ramp Reconstruction projects, among others. Our Management Contact, **Jeffrey M. Cooper, PE,** has more than 45 years of professional consulting engineering experience with all facets of public works projects, helping to assure our management team can quickly respond to the City's needs as they arise.

Addendum Acknowledgment: We have received and acknowledged Addendum No. 1 dated October 10, 2023.

NV5 looks forward to the opportunity to work with the City and help you achieve your goals and objectives. If you need further information, we may be reached by phone at (949) 585-0477, or electronically at david.niknafs@nv5.com and jeff.cooper@nv5.com. Thank you for your time and consideration.

Sincerely,
NV5

David Niknafs, PE
Director of Transportation/
Project Manager

Jeffrey M. Cooper, PE
Senior Vice President
(Authorized Signer)

COMPANY INFORMATION/CONTACT
Name: NV5, Inc.
Address: 163 Technology Drive, Suite 100, Irvine, CA 92618
Telephone Number: 949.585.0477
Management Contact: Jeffrey M. Cooper, PE, Senior Vice President; 949.585.0477; jeff.cooper@nv5.com

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RFQ No. PW-23-03: ON-CALL CIVIL ENGINEERING SERVICES

APPENDIX B

SUMMARY SHEET

Firm Name: NV5, Inc.

Firm Parent or Ownership: NV5 Global, Inc.

Firm Address: 163 Technology Drive, Suite 100, Irvine, CA 92618

Firm Telephone Number: 949.585.0477

Firm Fax Number: 949.409.8182

Number of years in existence: 74

Management Contact (person responsible for direct contact with the City of Placentia and services required for this Request for Proposal):

Name: Jeffrey M. Cooper, PE Title: Senior Vice President

Telephone Number: 949.585.0477 Fax: 949.409.8182

Email: jeff.cooper@nv5.com

Project Manager (Person responsible for day-to-day servicing of the account):

Name: David Niknafs, PE Title: Director of Transportation

Telephone Number: 949.585.0477 Fax: 949.409.8182

Email: david.niknafs@nv5.com

Types of services provided by the firm: NV5, Inc. provides engineering and consulting services to public and private sectors, delivering solutions through six business verticals: Testing, Inspection and Consulting; Infrastructure; Utility Services; Environmental Health Sciences; Buildings and Program Management; and Geospatial Technology.

3. SUMMARY SHEET — TEAM QUALIFICATIONS

Staff Qualifications

Our team has the ability to deliver quality projects on schedule and within budget. The table below includes names, roles, education, experience, and applicable professional licenses and credentials. We have included resumes for our management team per the RFQ starting on **page 21**, and staff resumes can be provided upon request.

Staff Qualifications

NAME/ROLE	YEARS	EDUCATION, CERTIFICATIONS + LICENSES	RELEVANT PROJECT EXPERIENCE AND ROLE
Jeffrey M. Cooper, PE Principal-in-Charge + Management Contact	45	M.S. Environmental Engineering; B.S. Civil Engineering; B.A. Economics; Civil Engineer (CA) No. 31572	• Residential Slurry Seal and Arterial Roadway Rehabilitation, City of Placentia (Principal) • Staff Augmentation Services, City of San Juan Capistrano (Principal) • On-Call Staff Augmentation for Public Works: Development, Utility Permit Inspection Services and Construction Administration, City of Newport Beach (Principal)
David Niknafs, PE Project Manager + Value Engineering/ Constructability Review	30	M.S. Civil Engineering; B.S. Civil Engineering; Civil Engineer (CA) No. 42697	• City of Placentia projects: ○ City Hall and Police Station HVAC System Replacement and Solar Energy Project (PM) ○ Residential Slurry Seal and Arterial Roadway Rehabilitation (PM) ○ ADA Curb Ramp Reconstruction (PM) ○ Residential Street Rehabilitation (PM) ○ Parque del Arroyo Verde Renovation (PM) • Jack Hammett Sports Complex, City of Costa Mesa (PM) • Wendt Terrace Storm Drain + Slope Repair, City of Laguna Beach (PM) • Harbor Boulevard Street, Median and Landscape Improvements, City of Costa Mesa (PM) • "H" Street Widening, City of San Bernardino (PM)
Peter Salgado, PE QA/QC Manager/ Construction Services Lead	25	B.S. Civil Engineering; Civil Engineer (CA) No. 63159	• FY 19-20 Arterial Roadway Rehabilitation, City of Placentia (PM) • Tustin Avenue/La Palma Widening and Intersection Improvements, City of Anaheim (PM) • Bastanchury Road Widening, City of Yorba Linda (PM/CM)
Darab Bouzarjomehri, PE Civil Engineer	38	M.S. Management Technology; B.S. Civil/Structural Engineering; Civil Engineer (CA) No. C54870; Civil Engineer (MN) No. 21100; PSMJ trained; Project Manager certificate (URS Corporation); PMI PMP training completed (in process of taking the test for certification)	• Scott Road/Bundy Canyon Road Widening, City of Menifee (Project Design Manager) • Rancho California Bridge Widening, City of Temecula (PM) • Pauba Road, City of Temecula (PM) • Murrieta Creek and Overland Drive Extension, City of Temecula (PM)

3. SUMMARY SHEET — TEAM QUALIFICATIONS

Staff Qualifications

NAME/ROLE	YEARS	EDUCATION, CERTIFICATIONS + LICENSES	RELEVANT PROJECT EXPERIENCE AND ROLE
Art Biscocho Civil Engineer	30	B.S. Civil Engineering	• Residential Slurry Seal and Arterial Roadway Rehabilitation, City of Placentia (Project Designer) • Yorba Linda Boulevard Rehabilitation, City of Yorba Linda (Project Designer) • Industrial Way Water Quality and Storm Drain Improvements, City of Costa Mesa (Project Designer) • Synthetic Soccer Fields for the Jack Hammett Sports Complex, City of Costa Mesa (Project Designer)
Stephen Novak Civil Engineer	25	A.S. Building Technology; Certificate, Master Planning Communities	• Residential Slurry Seal and Arterial Roadway Rehabilitation, City of Placentia (Project Designer) • Beryl Street Drainage and Street Improvements, City of Redondo Beach (Project Designer) • Margarita Recreation Center, City of Temecula (Project Designer) • Orange County Great Park Sports Park, City of Irvine (Senior Project Designer)
Gerald Tom, PE, TE Civil Engineer + Traffic Engineer + Project Management/ Staff Augmentation	35	B.S. Civil Engineering; Civil Engineer (CA) No. 51209; Traffic Engineer (CA) No. 2541	• Plan Check & Traffic Engineering Services, City of Compton (Traffic Plan Check Engineer) • On-Call City Engineering (Staff Augmentation), City of La Habra Heights (City Engineer) • Senior Civil Engineer for the City of Glendale Public Works, Traffic and Transportation Division
Matthew Ronquillo Assistant Engineer	2	B.S. Civil Engineering; A.S. Engineering; A.A. Science & Mathematics	• FY 2022-23 Street Improvements, City of La Habra Heights (Assistant Engineer) • Residential Alley Improvements, City of Santa Fe Springs (Assistant Engineer) • La Habra Heights Fire Station, City of La Habra Heights (Assistant Engineer) • Santa Ana Splash Pad Projects, City of Santa Ana (Assistant Engineer)
Luanne Bean, PE Civil Engineer (Wastewater) + Value Engineering/ Constructability Review + Construction Support + PM/Staff Augmentation	35	M.S. Civil Engineering; B.S. Civil Engineering; Civil Engineer (CA) No. 50129; Former Class A General Engineering Contractor; FEMA OPS - I; HAZMAT First Responder/Operations Level; DOT Offers of Bulk and Non-Bulk HAZMAT Packages; Nuclear Waste Safety for Workers	• Crowther Sanitary Sewer Pipeline Replacement, City of Placentia (CM) • Sewer Line Crossing at Johnson Avenue and Metrolink/SCRRA and UPRR Railroads, City of El Monte (PM/Senior Engineer) • Project Management Services for Various CIP, City of El Monte (PM) • Sewer Main Along Portuguese Bend, City of Rolling Hills (PM/Senior Engineer)

3. SUMMARY SHEET — TEAM QUALIFICATIONS

Staff Qualifications

NAME/ROLE	YEARS	EDUCATION, CERTIFICATIONS + LICENSES	RELEVANT PROJECT EXPERIENCE AND ROLE
Julian Palacios, PE Civil Engineer (Wastewater)	23	M.S. Environmental Engineering; B.S. Civil Engineering; Civil Engineer (CA) No. 67735; Civil Engineer (MX) No. 2760774; Certificate Urban Water Management Plan Training	• Lake Boulevard Sewer Improvements, City of Oceanside (PM) • Imperial Avenue Sewer Pipeline, City of El Centro (PM) • Harbor Lift Station No. 4 Force Main, City of Oceanside (PM)
James Owens, PE, LEED AP Civil Engineer (Wastewater)	23	MBA, Business Administration; B.S. Civil Engineering; Foreign Study, Spain; Civil Engineer (CA) No. 66067; LEED Accredited Professional	• Lake Boulevard Sewer Improvements, City of Oceanside (QA/QC) • Meadowlark Water Reclamation Facility Force Main, Vallecitos Water District (QA/QC) • Water and Wastewater Master Plan, City of Bishop (PM)
Y. Clark Shen, PE, SE Structural Engineer	40	M.S. Civil Engineering; B.S. Civil Engineering; Civil Engineer (CA) No. 24054; Structural Engineer (CA) No. 2177; International Code Council Certification No. 8296933; Building Plans Examiner; Residential Plans Examiner; Commercial Building Inspector; Residential Building Inspector; Accessibility Inspector/Plans Examiner	• Manager of Engineering, Operations and Maintenance, County of Orange • Principal AE Project Manager — A&E Division, County of Orange • On-Call Plan Check Services, City of San Diego (Structural Plan Reviewer) • Citywide Plan Check Review Services, City of Ventura (Structural Plan Reviewer)
Jack Abcarius, PE Structural Engineer	40	B.S. Civil Engineering; Civil Engineer (CA) No. C40459; Module I Value Analysis/Value Engineering Certificate	• Quarry Road Bridge Replacement at Spring Valley Creek, County of San Diego (PM) • Design Services for Encinas Creek Bridge Replacement, City of Carlsbad (PM) • Bradley Road Bridge Design, City of Menifee (PM) • Jamacha Boulevard Improvements, County of San Diego (PM)
David Schott, PE, SE Structural Engineer	39	M.S. Structural Engineering; B.S. Civil Engineering; Registered Civil Engineer (CA) No. C22286; Structural Engineer (CA) No. S2470	• Trona Road Bridge Repairs, County of San Bernardino (Structural Engineer) • Canyon Road Bridge Replacement, Town of Moraga (Structural Engineer) • Wooster Avenue Bridge Replacement, City of San Jose (PM/Structural Engineer)

3. SUMMARY SHEET — TEAM QUALIFICATIONS

Staff Qualifications

NAME/ROLE	YEARS	EDUCATION, CERTIFICATIONS + LICENSES	RELEVANT PROJECT EXPERIENCE AND ROLE
Eric Rodriguez, PE, SE Structural Engineer	20+	B.S. Civil Engineering; Civil Engineer (CA) No. C56757; Structural Engineer (CA) No. S4617	• Fullerton College – Business Humanities Complex, Structural Evaluation and Analysis, North Orange County Community College District (Structural Engineer) • Cypress, Garden Grove and Irvine Branch Libraries' HVAC upgrades, Orange County Public Library (Structural Engineer) • Engineering and Technology Swing Space Structural Evaluation, Analysis and Retrofit, North Orange County Community College District (Structural Engineer)
Jennifer Peterson, PE, CFM, QSD/P, CPESC, LEED AP Water Quality/ SWPPP/NPDES	27	B.S. Civil Engineering; Civil Engineer (CA) No. 67821; Qualified SWPPP Developer; Qualified SWPPP Practitioner; Certified Floodplain Manager; Certified Professional in Erosion & Sediment Control; LEED Accredited Professional	• As-Needed Stormwater Services, UC San Diego (PM) • Stormwater Permitting & SWPPP Services, San Diego Gas & Electric (SDG&E) (PM) • Espola Road Bike Lane Improvements, City of Poway (SQMP/SWPPP Engineer) • Water Quality Services, County of San Diego (PM)
Scott Lyle, PE, CFM, QSD/QSP Water Quality/ SWPPP/NPDES	39	Graduate Studies in Environmental Hydrology; B.S. Civil Engineering; Civil Engineer (CA) No. C44062; Certified Floodplain Manager (CA) No. 99-00013; Qualified SWPPP Developer/Practitioner No. 00817; Graduate Certificate in Coast Engineering	• East Valley Parkway Improvements, City of Escondido (Project Engineer) • Bradley Road Bridge, City of Menifee (Project Engineer) • Cottonwood Creek/Moonlight Beach Drainage Study, City of Encinitas (PM) • Citywide Plan Check Review Services, City of Ventura (Plan Check Engineer).
Thomas Grace, EIT Water Quality/ SWPPP/NPDES	24	B.S. Civil Engineering; Engineer in Training (CA) No. 103177	• On-Call Plan Review Services, City of Dana Point (Plan Check Engineer) • On-Call Plan Check Services, City of Seal Beach (Plan Check Engineer) • Heritage Road Bridge Improvements, City of Chula Vista (Project Engineer) • Mira Costa College – San Elijo Campus Hydrologic and Hydraulic Analyses, Mira Costa Community College District, (Project Engineer)

3. SUMMARY SHEET — TEAM QUALIFICATIONS

Staff Qualifications

NAME/ROLE	YEARS	EDUCATION, CERTIFICATIONS + LICENSES	RELEVANT PROJECT EXPERIENCE AND ROLE
J Braley, PLS Survey	45	General Education courses; Land Survey courses; Land Surveying Fundamentals; AutoCAD Level 1 & Level 2; Global Positioning Survey course; GIS course; Professional Land Surveyor (CA) No. 8446; Professional Land Surveyor (NV) No. 19903	• FY 2022-23 Pavement Management Program Implementation, City of Glendale (Survey Manager) • Residential Alley Improvements, City of Santa Fe Springs (Survey Manager) • La Habra Heights Fire Station, City of La Habra Heights (Survey Manager) • Area Y Park Improvements, City of El Monte (Survey Manager)
Joel Paulson, PLS, GISP Survey	40	M.A. Near Eastern Studies/ Egyptology; B.A. Near Eastern Studies/Egyptology; Professional Land Surveyor (CA) No. 6637; GIS Professional (GISP) No. 90366	• Survey Control Network and Record of Survey, City of San Marcos (Principal) • On-Call Survey Services, San Diego County Regional Airport Authority (Senior Surveyor) • National City GIS System, City of National City (Principal) • Mission to Ash Underground Project, Jack and Bore Monitoring, San Diego Gas & Electric (Senior Surveyor)
James Miller, PE Traffic Engineer	19	B.S. Civil Engineering; Civil Engineer (CA) No. 82522	• SR-1 Jamboree Road to Santa Ana River Traffic Signals, City of Newport Beach (PM/Project Engineer) • PCH Ruby Street to Ledroit Street Traffic Signals, City of Laguna Beach (PM) • Hacienda Avenue Spa Zone Street Improvements, City of Desert Hot Springs (Traffic Engineer) • Mid-Coast Corridor Transit Project, City of San Diego (Extension of SANDAG staff on project management consultant team, responsible for QA/QC Review)
Carl Henderson, Ph.D., PE, GE Geotechnical/ Materials Testing	25	Ph.D. Civil Engineering; M.S. Civil Engineering (Geotechnical); B.S. Civil Engineering; Geotechnical Engineer (CA) No. 2886; Civil Engineer (CA) No. 71115	• Residential Slurry Seal and Arterial Roadway Rehabilitation, City of Placentia (Geotechnical PM) • Annual Residential Street Rehabilitation, City of Compton (Geotechnical PM) • Mitigation of Paseo de Colinas Seepage, City of Laguna Niguel (Geotechnical PM)

3. SUMMARY SHEET — TEAM QUALIFICATIONS

Staff Qualifications

NAME/ROLE	YEARS	EDUCATION, CERTIFICATIONS + LICENSES	RELEVANT PROJECT EXPERIENCE AND ROLE
Shafiq Popalzai, PE Geotechnical/ Materials Testing	21	M.S. Geotechnical Engineering; B.S. Civil Engineering; Civil Engineer (CA) No. 77336	• Indian Canyon Stormwater & Road Improvements, City of Palm Springs (Geotechnical Engineer on Record) • Culver Boulevard Stormwater Treatment Project, City of Culver City (Geotechnical Engineer on Record) • 7th Street Trench & Street Repair, City of Yucaipa (Geotechnical Engineer) • Crestline Branch Library Pathway Improvement, County of San Bernardino (Geotechnical Engineer)
Nona Espinosa, PE Hydrology/ Hydraulics	33	B.S. Civil Engineering; Civil Engineer (CA) No. 60547; Certificate Erosion Control Compliance with NPDES Phase II - APWA; Certificate Fundamentals of Erosion Control & Rolled Erosion Control Pro - John Towns & Associates, Inc.	• Focused Update to City Drainage Master Plan, City of Imperial Beach (Hydrology/Hydraulics Engineer) • Mission Boulevard Improvements, City of Fremont (Hydrology/Hydraulics Engineer) • Canyon Road Bridge Replacement, Town of Moraga (Hydrology/Hydraulics Engineer)
Qiao Zhou, EIT Hydrology/ Hydraulics	2	M.S. Environmental Engineering; B.S. Environmental Science; Engineer-in-Training (CA) No. 173660	• Pechanga Creek Hydraulic Modeling and Mapping, City of Temecula (Project Engineer) • Hydrologic, Hydraulic and Scour Analyses for L-324 MP 44.90 Gas Line, SoCal Gas (Project Engineer) • Drainage Study, Jubilee Mutual Water Company (Project Engineer)
Jim Daly, PE PM/Staff Augmentation + Construction Support	37	B.S. Civil Engineering; Civil Engineer (CA) No. 45612	• Bartolo Storm Drain and Pump Plant, Los Angeles County Public Works (Project Director) • Bastanchury Road Widening, City of Yorba Linda (Assistant CM) • Hambledon Avenue East and West Improvements, Los Angeles County Public Works (Project Director) • Pathfinder Park, Los Angeles County Public Works (Project Director)

3. SUMMARY SHEET — TEAM QUALIFICATIONS

Staff Qualifications

NAME/ROLE	YEARS	EDUCATION, CERTIFICATIONS + LICENSES	RELEVANT PROJECT EXPERIENCE AND ROLE
Tamara O'Neal, PE PM/Staff Augmentation	27	B.S. Civil Engineering; Civil Engineer (CA) No. 69107	• Capital Improvement Projects - Extension of Staff, Cities of Del Mar and Dana Point (assisted with project design and contract administration) • Project Development Review and In-field Construction Coordination (Staff Augmentation), City of Encinitas (Associate Engineer) • Interim City Engineer/Associate Engineer, City of Lemon Grove (Acting City Engineer)
Hamid Torkamanha, PE PM/Staff Augmentation	35	M.S. Civil Engineering/ Water Resources; B.S. Civil Engineering; Civil Engineer (CA) No. C49805; Caltrans Value Engineering Workshop; Caltrans Project Engineering Academy; OCTA Project Manager Academy; Intergraph and In-Road Workshop	• City Engineer (Staff Augmentation), City of Villa Park • Project Management Services, Orange County Transportation Authority (Senior Project Manager III)
India Woodruff Construction Support — CM	6	M.S. Civil Engineering (Coastal Engineering); B.S. Civil Engineering; Metrolink Railroad Safety Contractor Safety Trained, No. 26471E22	• Crowther Sanitary Sewer Pipeline Replacement, City of Placentia (Assistant CM) • La Palma Avenue and Tustin Avenue Water Main Replacements, City of Anaheim (Assistant CM) • Azusa Sewer Lift Station Upgrade Phase II Site Improvement, City of West Covina (Assistant CM) • William Woollett Jr. Aquatics Center, City of Irvine (CM)
Haykaz Aghajanian, PE Construction Support — Inspection	20	B.S. Civil Engineering; Civil Engineer (CA) No. 53866	• Crowther Sanitary Sewer Pipeline Replacement Project, City of Placentia (Senior Construction Inspector) • On-Call Inspection Services, City of Seal Beach (Construction Inspector) • CIP 421 Annual Sewer Improvements Phase I, City of Hermosa Beach (Construction Manager/ Inspector)
David Ledyard Construction Support — Inspection	40	A.A. Engineering	• Old City Hall Office Renovation, City of Placentia (Construction Inspector) • University Drive Widening (Campus Drive to MacArthur Boulevard), City of Irvine (Construction Inspector) • Traffic Signal Improvements at Philadelphia Street at Towne Avenue/Garey Avenue, City of Pomona (Construction Inspector) • Bellflower Boulevard Rehabilitation, City of Bellflower (Construction Inspector)

3. SUMMARY SHEET — TEAM QUALIFICATIONS

Staff Qualifications

NAME/ROLE	YEARS	EDUCATION, CERTIFICATIONS + LICENSES	RELEVANT PROJECT EXPERIENCE AND ROLE
Mike Helma, LEED AP Construction Support — Inspection	30	B.S. Civil Engineering; LEED Accredited Professional	• FY 2019-20 Arterial Roadway Rehab, City of Placentia (Construction Inspector) • Traffic Signal Improvements at Philadelphia Street and Towne Avenue/Garey Avenue, City of Pomona (Construction Inspector) • Margarita Recreation Center, City of Temecula (Construction Inspector) • SOCWA Wet Well Rehabilitation, City of Laguna Beach (Construction Inspector)
Rosario Ruvalcaba Construction Support — Inspection	35	CA Water Distribution Operator, Grade III; Construction Inspection of Traffic Signals and Highway Lighting Systems certificate (UC Berkley Extension); Construction Site Storm Management Course Certificate (AEI-CASC); APWA Construction Inspection Workshop; Fall Protection Certificate; Trenching and Shoring Safety Certificate; Traffic Control Certificate	• Water Inspection Services (Staff Augmentation), City of Anaheim (Construction Inspector) • Pressure Regulating Stations (PRS) Rehabilitation/Replacement, City of Anaheim (Construction Inspector) • Public Works Construction Inspector, City of Corona
Salvador Sanchez Construction Support — Inspection	30	Water Utilities Sciences Certificate; Metrolink Railroad Safety Contractor Safety Trained, No. 26481E22; CA Water Distribution Operator, D5 No. 08546; CA Water Treatment Operator, T4 No. 16793	• La Palma Avenue and Tustin Avenue Water Main Replacement at OCTA Railway Crossing, City of Anaheim (Construction Inspector) • Pressure Regulating Stations (PRS) Rehabilitation/Replacement, City of Anaheim (Construction Inspector) • University Drive Widening (Campus Drive to MacArthur Boulevard), City of Irvine (Construction Inspector)
Daniel Warren Construction Support — Inspection	30	Water Distribution Operator Grade III No. 8020; Water Treatment Operator Grade II No. 18940; Recycled Site Supervisor Conversion from Potable to Recycled Water; Competent Person Site Survey for Soil Conditions; Trench Shoring Certified; Underground Utilities Certified	• Bastanchury Road Widening, City of Yorba Linda (Construction Inspector) • Diversion Pipeline, City of Culver City (Construction Inspector) • Azusa Sewer Lift Station Upgrade Phase II Site Improvement, City of West Covina (Construction Inspector)

3. SUMMARY SHEET — TEAM QUALIFICATIONS

Staff Qualifications

NAME/ROLE	YEARS	EDUCATION, CERTIFICATIONS + LICENSES	RELEVANT PROJECT EXPERIENCE AND ROLE
Duane Neyens Construction Support — Inspection		B.S. Organizational Management; A.S. Public Works Management; Program Certificate — Public Works Management, Palomar College with MSA and APWA; Program Certificate — Construction Inspection Technology, San Diego State University; Program Certificate — Public Administration Supervisor, (San Diego) North County Supervisors' Academy; Certified Inspector of Sediment & Erosion Control (CISEC); QSP Trained; Concrete Testing Technician (ACI); Reinforced Concrete Special Inspector (ICC); Structural Masonry Special Inspector (ICC); OSHA-30	• On-Call Inspection Services, City of Seal Beach (Construction Inspector) • Culvert Repair and Replacement, County of San Diego (Assistant Resident Engineer/Construction Inspector) • Second Street Sewer Improvements, City of Encinitas (Construction Inspector) • Storm Drain and Infrastructure Project, City of Oceanside (Resident Construction Inspector) • Gloria McClellan Senior Center, City of Vista (Construction Inspector)

C. SUMMARY SHEET — TEAM QUALIFICATIONS

Team Experience

NV5 has successfully provided civil engineering services to dozens of municipalities over the last several years. Listed below are contracts for which our team has provided similar services to those requested in this RFQ.



Residential Slurry Seal and Arterial Roadway Rehabilitation

CITY OF PLACENTIA | PLACENTIA, CA

NV5 prepared the PS&E for the projects. The projects included the slurry seal of residential roadway pavement and new arterial roadway pavement along with curb, gutter and sidewalk repairs, new ADA-compliant curb ramps, new pavement markings and signage, traffic signal modifications and other improvements.

- **DATES:** AUGUST 2019-JUNE 2020
- **KEY PERSONNEL:** JEFF COOPER (PRINCIPAL), DAVID NIKNAFS (PM), ART BISCOCHO, STEVE NOVAK (PROJECT ENGINEERS), CARL HENDERSON (GEOTECH PM), NV5 SURVEY



City Hall and Police Station HVAC System Replacement and Solar Energy Project

CITY OF PLACENTIA | PLACENTIA, CA

NV5 is providing engineering services to review and analyze the City's energy consumption at City Hall and the Police Station, including existing HVAC and associated mechanical equipment and will provide recommended improvements and provide plans and technical specifications for the replacement of the existing HVAC system, along with the installation of a new solar and battery energy system. NV5 is preparing civil plans for the locations for the electric vehicle charging stations in the Civic Center parking lot and Police Station parking lot.

- **DATES:** 2022-CURRENT
- **KEY PERSONNEL:** DAVID NIKNAFS (CIVIL ENGINEERING DESIGN PM)



Parque del Arroyo Verde Renovation

CITY OF PLACENTIA | PLACENTIA, CA

As a subconsultant to David Volz Design, NV5 provided civil engineering design services for various park and playground improvements for the project. Our services included reviewing as-builts, utility and field reconnaissance information; reviewing conceptual design requirements and procedures; field survey; preparing conceptual, preliminary, and final grading plans; and providing bid and construction support services.

- **DATES:** AUGUST 2021-OCTOBER 2022
- **KEY PERSONNEL:** JEFF COOPER (PRINCIPAL), DAVID NIKNAFS (CIVIL ENGINEERING DESIGN PM), STEPHEN NOVAK (PROJECT ENGINEER), NV5 SURVEY

Crowther Sanitary Sewer Pipeline Replacement

CITY OF PLACENTIA | PLACENTIA, CA

NV5 is providing construction management, inspection services and materials testing services for the Crowther Sanitary Sewer Pipeline Replacement project. The scope of work includes replacement of approximately 7,400 LF of gravity sewer pipeline in Crowther Avenue, Placentia Avenue, and Orangethorpe Boulevard, located within the Cities of Placentia and Fullerton. The work involves installation of 15-inch, 18-inch, and 22-inch PVC and fused HDPE sewer pipeline and manholes. NV5 has spearheaded the required coordination to Public Health Department and Golden State Water Company for those areas where the water/sewer separation cannot be met for variances with alternate construction of the sewer pipeline. The work also includes reconnection into all of the existing gravity mains and service laterals with a terminus tie-in connection at the existing Orange County Sanitation District's trunk line on State College Boulevard. The project — which includes a jack and bore encasement crossing underneath the 57 freeway, BNSF ROW, in Caltrans right-of-way — involves coordination with multiple agencies, including Caltrans, the Orange County Sanitation District, Golden State Water, Department of Health Services, the City of Fullerton, and other utility and governmental agencies.

- **DATES:** JULY 2021-CURRENT
- **KEY PERSONNEL:** JEFF COOPER (PRINCIPAL), LUANNE BEAN (CM), INDIA WOODRUFF (ASSISTANT CM), HAYKAZ AGHAJANIAN (SENIOR INSPECTOR), CARL HENDERSON (GEOTECH PM)



FY 19-20 Arterial Roadway Rehab

CITY OF PLACENTIA | PLACENTIA, CA

NV5 provided construction inspection services for the City's federally funded annual arterial roadway rehabilitation project. The scope of work included the grind and overlay of approximately four miles of arterial roadway along with curb, gutter and sidewalk repairs, new ADA-compliant curb ramps, new pavement markings and signage, traffic signal modifications and other improvements and repairs as outlined by the City.

- **DATES:** AUGUST 2020-DECEMBER 2020
- **KEY PERSONNEL:** JEFF COOPER (PRINCIPAL), PETER SALGADO (PM), MIKE HELMA (INSPECTOR)



FY 2022-23 Street Improvements

CITY OF LA HABRA HEIGHTS | LA HABRA HEIGHTS, CA

NV5 is providing engineering design services for the City's FY 2022-23 Street Improvements. Improvements include grind and overlay, slurry seal, and crack seal, depending on the current condition of each roadway segment. Our services include providing preliminary and final street improvement plans; specifications; quantity and cost estimates; and design support during construction..

- **DATES:** SEPTEMBER 2022-CURRENT
- **KEY PERSONNEL:** JEFF COOPER (PRINCIPAL), DAVID NIKNAFS (PM), ART BISCOCHO (PROJECT ENGINEER), MATTHEW RONQUILLO (ASSISTANT ENGINEER)

C. SUMMARY SHEET — TEAM QUALIFICATIONS



Annual Residential & Arterial Streets Rehabilitation (Phases 1 & 2)

CITY OF COMPTON | COMPTON, CA

NV5 provided engineering design services for the preparation of PS&E for the City's annual residential street rehabilitation projects. Scope of work includes: review and analysis of the City's existing Pavement Management Study; research of the City's existing street plan information; performing necessary soil investigations and coring samples; utilities notification and coordination; topographic survey; field review; and improvements to street pavement, street drainage, curb and gutter, sidewalk, and ADA curb ramps.

- **DATES:** JANUARY 2019-MAY 2021
- **KEY PERSONNEL:** JEFF COOPER (PRINCIPAL), DAVID NIKNAFS (PM), ART BISCOCHO, GERALD TOM, (PROJECT ENGINEERS), CARL HENDERSON (GEOTECH PM)



El Monte Ave. and Baldwin Ave. Improvements

CITY OF EL MONTE | EL MONTE, CA

NV5 provided civil engineering design services for the project at El Monte Avenue (from Rio Hondo Channel to Lower Azusa Road) and Baldwin Avenue (from Lower Azusa Road to the I-10 Freeway). Services included topographical survey; reviewing existing pavement conditions and treatment recommendations; evaluation of existing improvements for ADA compliance; potholing existing pavement sections and subgrade to determine recommended pavement section and repair methodologies; preparing plans, specifications, and estimates; implementing the City's Bike Master Plan recommended bike route; and preparing final bid documents.

- **DATES:** JANUARY 2021-NOVEMBER 2021
- **KEY PERSONNEL:** JEFF COOPER (PRINCIPAL), DAVID NIKNAFS (PM), ART BISCOCHO, STEVE NOVAK (PROJECT ENGINEERS), CARL HENDERSON (GEOTECH), NV5 SURVEY



Beryl Street Drainage & Street Improvements

CITY OF REDONDO BEACH | REDONDO BEACH, CA

NV5 provided engineering design services for the project, which included roadway, intersection and drainage improvements, including green street elements; modifications to catch basins; pedestrian crossing enhancements through curb ramp and pedestrian signal upgrades; traffic calming elements; and signing and striping. Services included field investigation, topographical survey, utility coordination, providing various pavement rehabilitation and site improvement alternatives, conceptual design options, CEQA documentation, and bid and construction support.

- **DATES:** JULY 2020-DECEMBER 2022
- **KEY PERSONNEL:** JEFF COOPER (PRINCIPAL), DAVID NIKNAFS (PM), ART BISCOCHO, STEVE NOVAK (PROJECT ENGINEERS), CARL HENDERSON (GEOTECHNICAL PM)

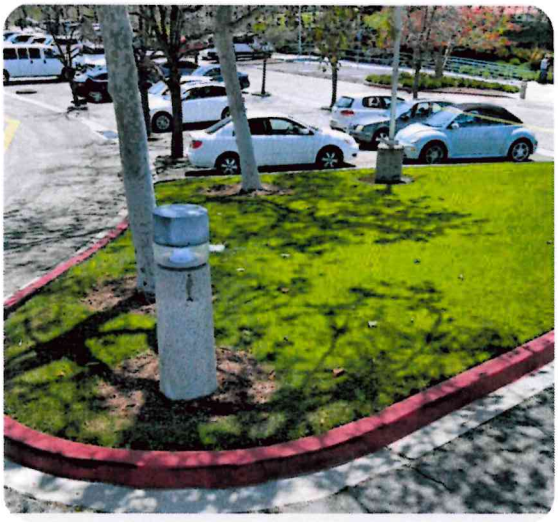


Wendt Terrace Storm Drain Improvements

CITY OF LAGUNA BEACH | LAGUNA BEACH, CA

NV5 provided design engineering services for the Wendt Terrace Storm Drain project, which included utility coordination, surveying, and preparation of the final plans, specifications and cost estimates. The project included the design of an 18-inch HDPE storm drain pipe to be extended and located to the south of the existing storm drain channel at 719 Griffith Place and continue to traverse at approximately 10 to 15 feet from the existing storm drain channel through 719 Griffith Place and a portion of 850 Bolsa Way and connect downstream to the side of the existing channel.

- **DATES:** AUGUST 2015-JANUARY 2016
- **KEY PERSONNEL:** DAVID NIKNAFS (PM), ART BISCOCHO (PROJECT ENGINEER)



Hesse Community Park Parking Lot Improvements

CITY OF RANCHO PALOS VERDES| RANCHO PALOS VERDES, CA

Our team provided engineering design services for the Hesse Community Park Parking Lot Improvements project. The project consisted of the design of concept plans for parking lot pavement improvements and parking lot lighting improvements. Our services included preparation of concept plans and a preliminary cost estimate for the proposed improvements and attending progress and City Council meetings as necessary. Three design concepts were ultimately provided to the City and one was selected by the City Council.

- **DATES:** JANUARY 2019-JUNE 2019
- **KEY PERSONNEL:** JEFFREY COOPER (PM), DAVID NIKNAFS (QA/QC), ART BISCOCHO (PROJECT ENGINEER)

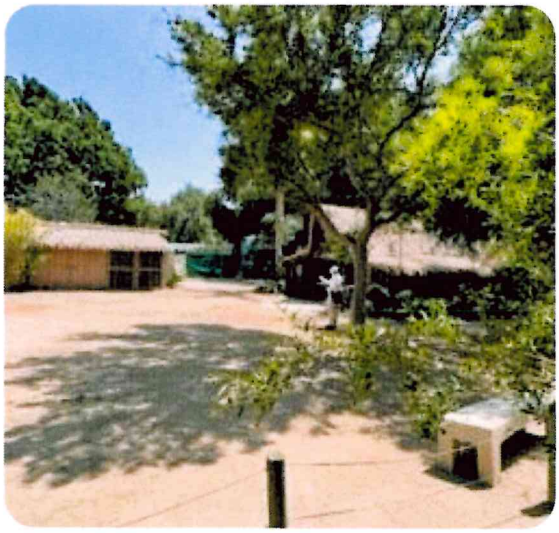


Margarita Recreation Center

CITY OF TEMECULA | TEMECULA, CA

NV5 is providing preliminary design, project management, construction management and inspection services for the Margarita Recreation Center replacement project. This is a Design-Build (DB) project that demolished the existing facility and is replacing it with a new building and pool. In concert with City staff, our team prepared the design bridging documents and DB Request for Proposal and assisted the City with the DB contract Advertising and Award process.

- **DATES:** FEBRUARY 2019-CURRENT
- **KEY PERSONNEL:** JEFF COOPER (PRINCIPAL), PETER SALGADO (PM) MIKE HELMA (INSPECTOR) NV5 DESIGN - DAVID NIKNAFS, STEVE NOVAK, ART BISCOCHO, CARL HENDERSON (GEOTECH PM), JOEL PAULSON (SURVEY), NV5 ENVIRONMENTAL



Santa Ana Splash Pad Projects

CITY OF SANTA ANA | SANTA ANA, CA

Our team is providing architectural and engineering design services for the concept design, design development, preparation of contract documents, and bidding/construction support services for new splash pads at six parks in the City of Santa Ana – Campesino Park, El Salvador Park, Memorial Park, Santa Ana Zoo, Thornton Park, and Madison Park. The concept design includes studies of form and layouts for the splash pads. The design development will refine the concept plan and address grading, edging, drainage, utilities, landscaping and irrigation.

- **DATES:** 2021-CURRENT
- **KEY PERSONNEL:** JEFF COOPER (PRINCIPAL), DAVID NIKNAFS (PM), ART BISCOCHO (PROJECT ENGINEER), MATTHEW RONQUILLO (ASSISTANT ENGINEER), NV5 SURVEY



Jack Hammett Sports Complex

CITY OF COSTA MESA | COSTA MESA, CA

NV5 provided engineering design services at Jack Hammett Sport Complex (home of the L.A. Chargers Summer Training Camp) to upgrade two natural turf soccer fields to synthetic turf fields that includes a sub-drain system, ADA-compliant access walks, bleachers and shade structures. The design also examined the current parking circulation and capacity and recommendations were made for parking lot improvements for current and future needs. The design included a potable water wash down/cool down system and appropriate retrofit of the existing irrigation.

- **DATES:** DECEMBER 2015-DECEMBER 2019
- **KEY PERSONNEL:** DAVID NIKNAFS (PM), ART BISCOCHO (PROJECT ENGINEER)



Jim Gilliam Park Improvements

CITY OF LOS ANGELES | LOS ANGELES, CA

As a subconsultant to David Volz Design, NV5 provided surveying and professional engineering design services for the Jim Gilliam Park Playground Improvements project. Services provided included obtaining and reviewing all available information pertinent to the project, such as the existing water, sewer, and storm drain improvement plans from the City; utility agencies and/or other agencies having jurisdiction over this project; conducting a field survey; preparing preliminary and final plans; and managing and coordinating permit processing through the City.

- **DATES:** APRIL 2018-APRIL 2019
- **KEY PERSONNEL:** DAVID NIKNAFS (PM), ART BISCOCHO (PROJECT ENGINEER)

C. SUMMARY SHEET — TEAM QUALIFICATIONS

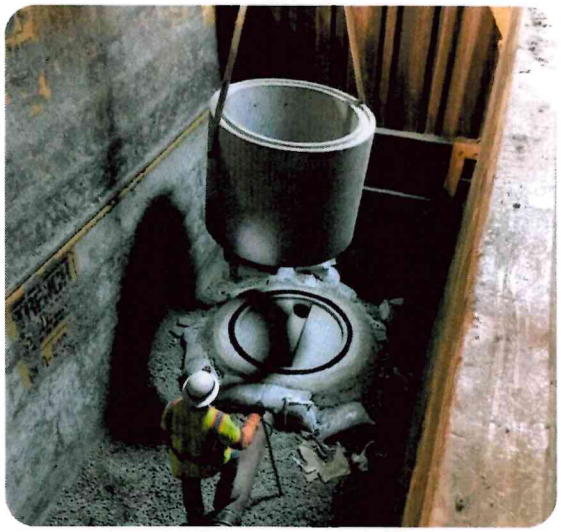


Sewer Line Crossing at Johnson Avenue and the Railroad

CITY OF EL MONTE | EL MONTE, CA

Due to an additional railroad track proposed by SCRRA to meet the needs of the upcoming Olympics, the City must encase an 8-inch gravity sewer line that runs north from Johnson Avenue underneath the existing railroad tracks to the alley beyond. A new 12-inch sewer main will be jack and bored at the southern limit of the railroad right-of-way at Johnson Avenue. Services include PS&E; utility research; preparing plans for temporary water high lining and sewer bypassing; land surveying; and geotechnical report.

- **DATES:** JUNE 2022-CURRENT
- **KEY PERSONNEL:** JEFF COOPER (PRINCIPAL), LUANNE BEAN (PM/SENIOR ENGINEER), INDIA WOODRUFF (PROJECT ENGINEER), J BRALEY (SURVEY), CARL HENDERSON (GEOTECH)



Diversion Pipeline

CITY OF CULVER CITY | CULVER CITY, CA

NV5 provided engineering services for the construction of sewer main diversion pipes reversing sewer flow via conventional cut and cover as well as trenchless jack and bore methods to abandon Mesmer and Overland Sewer Pump Stations, which involved extensive coordination with Caltrans, the City of Los Angeles, and the City of Culver City for these jack and bore pipelines underneath the I-405 and 90. NV5 also provided construction management and inspection services for the project.

- **DATES:** 2019-2021
- **KEY PERSONNEL:** LUANNE BEAN (PM), DAN WARREN (INSPECTOR), INDIA WOODRUFF (PROJECT MANAGER - CONSTRUCTION)



Bankfield Sewage Pump Station

CITY OF CULVER CITY | CULVER CITY, CA

NV5 assisted with the final design and implementation of the emergency diesel generator as well as pipeline redesign for the sewer force main, including the AQMD permitting, as the original plans did not accommodate a generator. This project was impacted by an unknown underground storage tank (UST) formerly abandoned by the former property owners of the pump station site. NV5 also provided construction management and inspection services for the project. The new pump station has a 10-foot-by-20-foot sewer wet well that is 35 feet deep. **This project is an APWA BEST Awards winner.**

- **DATES:** 2019-2020
- **KEY PERSONNEL:** LUANNE BEAN (PM), INDIA WOODRUFF (ASSISTANT PM - CONSTRUCTION), ART BISCOCHO (PROJECT ENGINEER), DANIEL WARREN, SALVADOR SANCHEZ (CONSTRUCTION INSPECTORS)

C. SUMMARY SHEET — TEAM QUALIFICATIONS

City Engineering/Project Management

CITY OF VILLA PARK | VILLA PARK, CA

Our team plays a role in helping the City Council and City Staff make appropriate decisions regarding City infrastructure. We provide a wide range of general engineering services, including City Engineering and Project Management. Services include plan checking; developing, reviewing, and modifying civil engineering plans, designs and specifications for public works projects; implementing modern methods and techniques used in the design and construction of a wide variety of municipal projects; providing construction management and inspection services for a broad range of municipal public works projects; federal funding administration; and technical report writing.

- **DATES:** 2011-CURRENT
- **KEY PERSONNEL:** JEFF COOPER (NV5 PM), HAMID TORKAMANHA (CITY ENGINEER/PROJECT MANAGEMENT)

On-Call City Engineering/Project Management

CITY OF LA HABRA HEIGHTS | LA HABRA HEIGHTS, CA

Our team provides comprehensive engineering services to the City, including assistance with project management, construction management and inspection, civil engineering design, NPDES, reviewing preliminary grading on planning applications, plan check applications, plan check for engineering and grading, review and approval of tentative and final tract maps, and other services typically provided to a municipality.

- **DATES:** 2014-CURRENT
- **KEY PERSONNEL:** DAVID NIKNAFS (NV5 PM), GERALD TOM (CITY ENGINEER/PROJECT MANAGEMENT)

Staff Augmentation/Project Management

CITY OF EL MONTE | EL MONTE, CA

Our team is providing Project Management Services to the City on various Capital Improvements Projects. Projects include the following:

- Active Transportation for El Monte Station and Downtown El Monte Project, CIP 890
- Nevada MND Construction Monitoring Services, CIP 005 and CIP 016
- Merced Avenue Traffic Calming Project, CIP 003
- El Monte Regional Bicycle Commuter Access Improvement Project, CIP 016

- **DATES:** DECEMBER 2020-CURRENT
- **KEY PERSONNEL:** JEFF COOPER (PRINCIPAL), LUANNE BEAN (PM), INDIA WOODRUFF (ASSISTANT ENGINEER)



Staff Augmentation/Project Management

CITY OF LAKE FOREST | LAKE FOREST, CA

NV5's Project Manager acted as City staff and provided Project Management Services to the City for various Capital Improvement Projects in the CIP 2019-2021 program. Our Project Manager met with City staff at least once a week to go over the upcoming staffing schedule and each project's progress.

- **DATES:** JANUARY 2020-2021
- **KEY PERSONNEL:** DAVID NIKNAFS (NV5 PM)

C. SUMMARY SHEET — MANAGEMENT TEAM

Management Team

Our management team brings decades of experience in the management of public works projects. Their experience with both the design and construction of capital improvement projects will help assure that your projects remain on schedule and within budget. Included below are brief biographies for NV5's Project Manager and Contract Manager. Resumes for our management team are included on the following pages.



DAVID NIKNAFS, PE — PROJECT MANAGER

Mr. Niknafs has more than 30 years of civil engineering experience working on various capital improvement projects and has extensive experience working as a project manager and senior engineer. He has managed numerous public works and development projects, including roadways, bridges, drainage, sewer, water, underground utilities, building facilities and related infrastructure improvement projects.

WHY IS MR. NIKNAFS THE BEST CHOICE FOR THE CITY?

His design experience, combined with his experience designing projects for the City, brings a unique perspective and advantage to our team. He has previously overseen the preparation of the plans, specifications and cost estimates for several of the City's projects, including the Residential Slurry Seal and Arterial Roadway Rehabilitation and ADA Curb Ramp Reconstruction projects. In addition, Mr. Niknafs has managed similar on-call civil engineering services for various municipalities in Southern California, including the Cities of La Habra Heights, Santa Fe Springs, El Monte, Pico Rivera, Glendale, La Cañada Fintridge, and the County of San Bernardino and County of Orange.



JEFFREY M. COOPER, PE — CONTRACT MANAGER

Mr. Cooper has more than 45 years of professional consulting engineering experience providing the management of planning, design, construction, and inspection services for transportation and municipal road projects, park projects, master plans and designs for drainage, sewers, water and overhead utility undergrounding projects.

WHY IS MR. COOPER THE BEST CHOICE FOR THE CITY?

His extensive experience with all facets of public works projects will help assure that our management team can quickly respond to any of the City's needs that may arise. Mr. Cooper is currently overseeing over 40 on-call contracts for cities and agencies throughout Orange and Los Angeles counties.

CONTACT INFO
david.niknafs@nv5.com

EXPERIENCE
30 years

EDUCATION
M.S. Civil Engineering

B.S. Civil Engineering

LICENSES
Civil Engineer (CA)
No. 42697

AFFILIATIONS
American Public Works Association (APWA)

American Society of Civil Engineers (ASCE)

Transportation & Development Institute

DAVID NIKNAFS, PE

Project Manager + Value Engineering/Constructability Review

Mr. Niknafs has more than 30 years of civil engineering experience in the public and private sectors working on various capital improvement projects and has extensive experience working as a project director and project manager. He has managed numerous public works and development projects, including roadways, bridges, drainage, sewer, water, underground utilities, building facilities and related infrastructure improvement projects.

He is in charge of providing overall project direction to the project technical team and providing resource allocation; preparing and administering budgets; preparing and monitoring project schedules; managing production of preliminary design and final design; preparing various detailed technical reports; providing oversight and performing quality control; managing and monitoring construction activities; establishing, coordinating and maintaining working relationships with owners, developers and other agencies.

Project Experience

City Hall and Police Station HVAC System Replacement and Solar Energy Project

CITY OF PLACENTIA | PLACENTIA, CA

Civil Design Project Manager. Mr. Niknafs is managing the team providing civil engineering design services for the City Hall and Police Station HVAC System Replacement and Solar Energy Project. NV5 is providing engineering services to review and analyze the City's energy consumption at City Hall and the Police Station, including existing HVAC and associated mechanical equipment, and will provide recommended improvements to optimize energy efficiency and cost savings as well as climate control within the building, and provide engineered improvement plans and technical specifications for the replacement of the existing HVAC system at the two facilities, along with the installation of a new solar and battery energy system to power the building. NV5 is also preparing civil plans, specifically for the locations designated for the electric vehicle charging stations in the Civic Center parking lot and Police Station parking lot, including paving plans, striping plans, and utility trenching details.

Residential Slurry Seal and Arterial Roadway Rehabilitation

CITY OF PLACENTIA | PLACENTIA, CA

Project Manager. Mr. Niknafs was responsible for preparing plans, specifications and cost estimates for the City's Residential Slurry Seal and Arterial Roadway Rehabilitation projects. The projects included the slurry seal of approximately 2.6 million square feet of residential roadway pavement and approximately 800,000 square feet of new arterial roadway pavement along with curb, gutter and sidewalk repairs, new ADA-compliant curb ramps, new pavement markings and signage, traffic signal modifications and other improvements and repairs as outlined by the City.

ADA Curb Ramp Reconstruction

CITY OF PLACENTIA | PLACENTIA, CA

Project Manager. Mr. Niknafs provided professional design engineering services, including plans, specifications and cost estimates, for the ADA Curb Ramp Reconstruction Project. The project included the improvement of 90 curb ramps within City limits that were identified by an Accessibility Assessment Report.

Residential Street Rehabilitation
CITY OF PLACENTIA | PLACENTIA, CA

Project Manager. Mr. Niknafs provided professional design engineering services, including preparing plans, specifications and cost estimates, for the City's Residential Street Rehabilitation Project. The project included the rehabilitation of existing pavement. Services provided included obtaining existing as-built plans and available pertinent data; taking pavement core samples at five locations; conducting field review and assessing pavement conditions; utility notification and coordination; preliminary and final bid packages; and construction support services.

Parque del Arroyo Verde Renovation
CITY OF PLACENTIA | PLACENTIA, CA

Project Manager. As a subconsultant to David Volz Design, our team provided civil engineering design services for various park and playground improvements for the project. Our services included reviewing as-builts, utility and field reconnaissance information; reviewing conceptual design requirements and procedures; conducting meetings to review work progress, project schedule, and discuss and resolve project-related issues; field survey; preparing conceptual, preliminary, and final grading plans; and providing bid and construction support services.

Jack Hammett Sports Complex
CITY OF COSTA MESA | COSTA MESA, CA

Project Manager. Mr. Niknafs managed the engineering design services at Jack Hammett Sports Complex (home of the L.A. Chargers Summer Training Camp) to upgrade two natural turf soccer fields to synthetic turf fields that include a subdrain system, ADA-compliant access walks, bleachers, and shade structures. The design also examined the current parking circulation and capacity and made recommendations for parking lot improvements for current and future needs. The design also included a potable water wash-down/cool-down system and appropriate retrofit of the existing irrigation.

Wendt Terrace Storm Drain + Slope Repair
CITY OF LAGUNA BEACH | LAGUNA BEACH, CA

Project Manager. Mr. Niknafs provided design engineering services for the Wendt Terrace Storm Drain project, which included utility coordination, surveying, and preparation of the final plans, specifications and cost estimates. The project included the design of a slope repair and design of an 18-inch HDPE storm drain pipe to be extended and located to the south of the existing storm drain channel at 719 Griffith Place and continue to traverse at approximately 10 to 15 feet from the existing storm drain channel through 719 Griffith Place and a portion of 850 Bolsa Way and connect downstream to the side of the existing channel.

Harbor Boulevard Street, Median and Landscape Improvements
CITY OF COSTA MESA | COSTA MESA, CA

Project Manager. Mr. Niknafs managed the preparation of plans, specifications and cost estimates for the design of improvements on Harbor Boulevard, including street and median landscaping improvements. The City was awarded Federal Highway Safety Improvement Program funds to install medians, landscaping and associated improvements to improve pedestrian and traffic safety. A traffic analysis was conducted to establish median openings and turn pocket lane lengths.

"H" Street Widening
CITY OF SAN BERNARDINO | SAN BERNARDINO, CA

Project Manager. Mr. Niknafs was responsible for providing professional design engineering services, including plans, specifications, cost estimates and related bid documents for the widening of "H" Street from Kendall Drive to 40th Street. The project increased "H" Street from two lanes to four lanes and upgraded the traffic signals at 40th Street and Kendall Drive. The plans included roadway, drainage, ADA-compliant curb ramp improvements, signing and striping, street lighting, modification to traffic signals, and demolition plans. Coordination with utility companies, identifying existing right-of-way, conducting pavement investigation, and preparing required environmental studies and documents for clearance under CEQA were part of the project.

CONTACT INFO
jeff.cooper@nv5.com

EXPERIENCE
45 years

EDUCATION
M.S. Environmental Engineering

B.S. Civil Engineering

B.A. Economics

LICENSES/CERTIFICATES
Civil Engineer (CA)
No. 31572

AFFILIATIONS
Public Works Standards, Inc. (The Greenbook), Treasurer

State of California Green Bond Committee Member

American Public Works Association, Past President (San Diego & Southern California)

American Society of Civil Engineers, Past President (San Diego)

American Society of Civil Engineers, California Region 9 Governor

American Council of Engineering Companies

JEFFREY M. COOPER, PE

Principal-in-Charge + Management Contact

Mr. Cooper has more than 45 years of professional consulting engineering experience providing the management of planning, design, construction, and inspection services for transportation and municipal road projects, park projects, master plans and designs for drainage, sewers, water and overhead utility undergrounding projects, which have included inventory work and condition assessment. He has overseen Plan Check Services for numerous cities in Southern California. He has extensive experience with the interpretation of plans, specifications, and related design manuals, checklists and regulations. He is currently Treasurer for the Public Works Standards, Inc., "The Greenbook."

Project Experience

Residential Slurry Seal and Arterial Roadway Rehabilitation

CITY OF PLACENTIA | PLACENTIA, CA

Principal-in-Charge. Mr. Cooper oversaw the team preparing the plans, specifications and cost estimates for the City's Residential Slurry Seal and Arterial Roadway Rehabilitation projects. The projects included the slurry seal of approximately 2.6 million square feet of residential roadway pavement and approximately 800,000 square feet of new arterial roadway pavement along with curb, gutter and sidewalk repairs, new ADA-compliant curb ramps, new pavement markings and signage, traffic signal modifications and other improvements and repairs as outlined by the City.

Staff Augmentation Services

CITY OF SAN JUAN CAPISTRANO | SAN JUAN CAPISTRANO, CA

Principal-in-Charge. Mr. Cooper managed the team providing staff augmentation services for the City's Utilities Department. Services provided by our team included entering and organizing applications for Domestic Water, Fire Water, and Irrigation Meter Applications; providing as-needed plan review services, including grading plans, street improvements, and encroachment permits; reviewing the City's existing sewer and storm drain facilities and prioritizing rehabilitation projects; and assisting on CIP projects; assisting the City with as-needed miscellaneous engineering duties, such as preliminary designs for conversion of septic to public sewer lines; conducting field inspections for proper determination of current and proposed conditions of construction; and responding to various questions and inquiries from the general public regarding possible utility connections, easements and current utility conditions.

On-Call Staff Augmentation for Public Works: Development, Utility Permit Inspection Services and Construction Administration

CITY OF NEWPORT BEACH | CORONA DEL MAR, CA

Project Manager. Mr. Cooper is managing NV5's On-Call Staff Augmentation for Public Works contract for the City. We are currently providing the City with a Construction Inspector to work on an as-needed basis for various City projects as they occur. The Construction Inspector is providing administration and inspection of City projects and private improvements/encroachments within the public right-of-way in the following areas as necessary: construction observation, public contract administration, project meeting attendance, utility coordination, minimizing traffic impacts, construction staking and surveying, material testing, project documentation, record drawings, and permit system record keeping.

C. SUMMARY SHEET — MANAGEMENT TEAM

On-Call Professional Consulting & Engineering Services

CITY OF ANAHEIM PUBLIC UTILITIES DEPARTMENT | ANAHEIM, CA

Principal-in-Charge. Mr. Cooper is overseeing the team providing Staff Augmentation, Inspection and Project Management Services for the City's Public Utilities Department. In addition, NV5 is providing APU with engineering design services for the Cerritos Avenue & South Street Water Main Replacement project and construction management services for several water main and valve improvement projects.

On-Call Capital Projects Engineering and Construction Management Oversight Services

CITY OF RANCHO PALOS VERDES | RANCHO PALOS VERDES, CA

Project Director. Mr. Cooper managed NV5's on-call design engineering and construction management services contract with the City. Our team has provided professional engineering services for the following projects:

- **Abalone Cove Sewer Charge Levy:** Project Manager Jeffrey Cooper has been assisting the City for several fiscal years by preparing the updated Abalone Sewer Charge Levy report and submitting charges to Los Angeles County.
- **Hesse Park Parking Lot:** This project consisted of design of parking lot pavement and lighting improvements.
- **Western Corridor ALPR:** NV5 created the specifications for the construction of streetlight poles, which will have both the luminaire and the Automatic License Plate Recognition (ALPR) Cameras attached to them.
- **Abalone Cove Sewer Capacity Evaluation:** NV5 oversaw an evaluation of the Abalone Cove sewer system in order to identify whether capacity is available in the existing system for a proposed development.

Trona Road Bridge Repairs

COUNTY OF SAN BERNARDINO | SAN BERNARDINO COUNTY, CA

Principal-in-Charge. Mr. Cooper is overseeing the team providing civil and structural final design plans, specifications, and cost estimates for Trona Road Bridge. Repairs are expected to include, but not be limited to, roadway excavations, structural backfill, installation and tensioning of tie-back anchors to realign wingwalls, repair headwall, re-install bridge railing, and AC pavement of roadway. NV5 will also analyze the construction feasibility of the retrofit/repairs and prepare the civil and structural final design plans and specifications in a manner that prevents full road closure during construction.

Beryl Street Drainage and Street Improvements

CITY OF REDONDO BEACH | REDONDO BEACH, CA

Principal-in-Charge. Mr. Cooper oversaw the team that provided engineering design services for the Beryl Street Drainage and Street Improvements (from Prospect Avenue to Flagler Lane) project, including the preparation of plans, specifications and estimates. The project included roadway, intersection and drainage improvements, including green street elements; modifications to catch basins; pedestrian crossing enhancements through curb ramp and pedestrian signal upgrades; incorporation of Living Street Design principles, traffic calming elements to enhance safety, mobility, and access for users to accommodate a variety of transportation modes; and signing and striping. The project provided the opportunity to enhance walkability, install curb bulb-outs to reduce pedestrian crossing distances and calm traffic, and install Class II bicycle lanes. The scope of work included field investigation, topographical survey, utility coordination, providing various pavement rehabilitation and site improvement alternatives, conceptual design options, CEQA documentation, and bid and construction support.

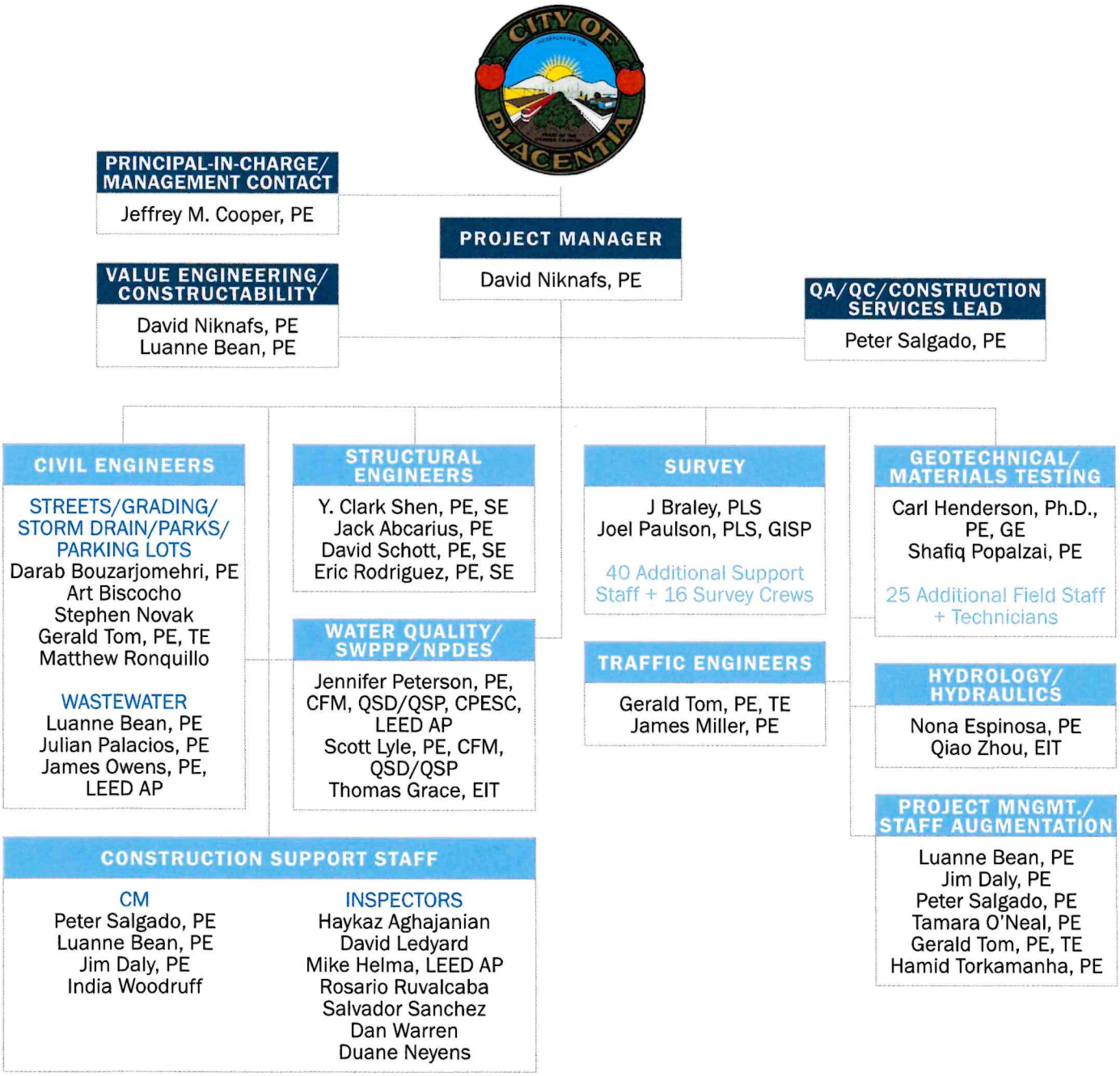
El Monte Avenue and Baldwin Avenue Street Improvements

CITY OF EL MONTE | EL MONTE, CA

Principal-in-Charge. Mr. Cooper overseeaw the team providing professional civil engineering design services for the street improvement project at El Monte Avenue from Rio Hondo Channel to Lower Azusa Road and Baldwin Avenue from Lower Azusa Road to I-10 FWY. Services included topographical survey; reviewing existing pavement conditions and treatment recommendations; evaluation of existing improvements for ADA compliance; potholing existing pavement sections and subgrade to determine recommended pavement section and repair methodologies; preparing plans, specifications, and estimates; implementing City's Bike Master Plan recommended bike route; and preparing final bid documents.

Organization Chart

Our team of experts brings direct, relevant, successful and current experience working on projects of similar scope and complexity. We are equipped with the resources to provide the City with the requested On-Call Civil Engineering Services. Shown below are team roles and responsibilities.



D. ALLOCATION OF RESOURCES

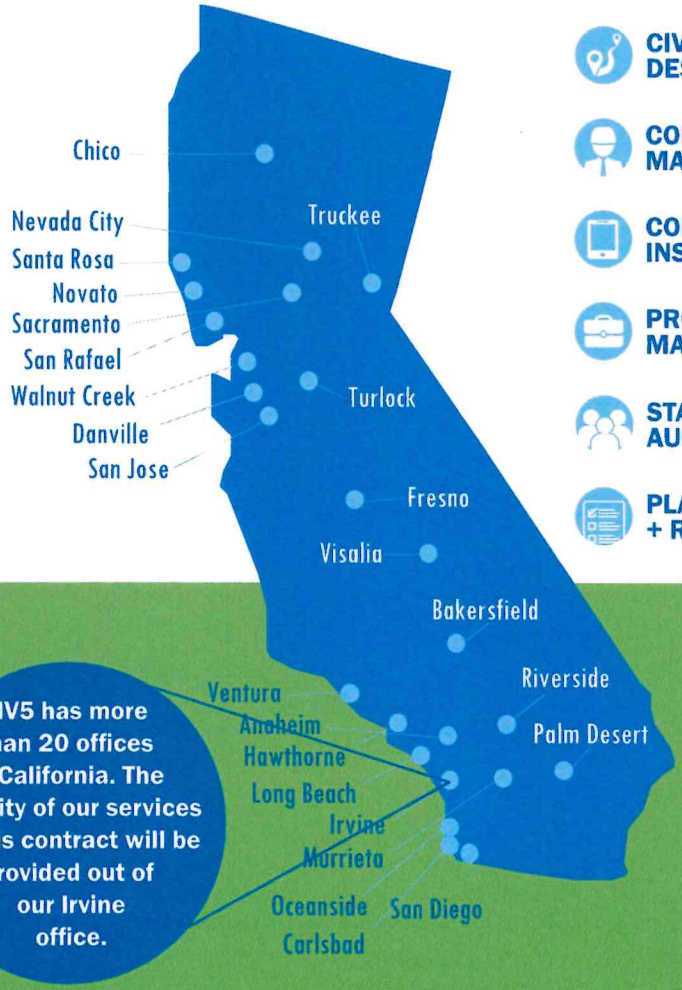
FIRM PROFILE

NV5, Inc. has been providing engineering and consulting services to public and private sectors for more than 70 years, delivering solutions through six business verticals: Testing, Inspection and Consulting; Infrastructure; Utility Services; Environmental Health Sciences; Buildings and Program Management; and Geospatial Technology. With more than 100 offices nationwide and abroad, NV5 has access to over 4,000 employees in a variety of fields who help clients plan, design, build, test, certify and operate projects that improve the communities where we live and work.

Our Irvine office specializes in the engineering design, construction management and inspection of capital improvement projects, including streets, traffic systems, water and wastewater systems, drainage and flood control, parks and recreational facilities, vertical construction, and landscaping and grading. All team members have extensive experience working within the structure of municipal government and public construction policy and will seamlessly integrate with the City's team.

ALLOCATION OF RESOURCES

All personnel listed in this proposal can be made available as needed, and we will provide the staff with the most relevant experience per task order. Our key staff members have previous experience working on various projects for the City and have a working knowledge of your staff, processes and environment, enabling us to hit the ground running. Our Irvine office is in close proximity to the City, so our team can quickly respond to any needs the City may have. In addition, NV5 has a deep bench of professionals who can be made available to the City upon request. NV5 can also provide additional services if needed. Our key services include:



- **CIVIL ENGINEERING DESIGN**
- **GEOTECHNICAL ENGINEERING**
- **CONSTRUCTION MANAGEMENT**
- **SURVEYING SERVICES**
- **CONSTRUCTION INSPECTION**
- **ENVIRONMENTAL SERVICES**
- **PROJECT MANAGEMENT**
- **CONSTRUCTABILITY REVIEW**
- **STAFF AUGMENTATION**
- **BUILDING & SAFETY SERVICES**
- **PLAN CHECK + REVIEW**
- **MATERIALS TESTING/ SPECIAL INSPECTION**

NV5 has more than 20 offices in California. The majority of our services for this contract will be provided out of our Irvine office.

RECENT EXPERIENCE WITH THE CITY INCLUDES:

- **City Hall and Police Station HVAC System Replacement and Solar Energy Project (Engineering Design)**
- **Old City Hall Office Renovation (Inspection)**
- **Crowther Sanitary Sewer Pipeline Replacement (CM and Inspection)**
- **Residential Slurry Seal and Arterial Roadway Rehabilitation (Engineering Design)**
- **FY 19-20 Arterial Roadway Rehab (Inspection)**
- **ADA Curb Ramp Reconstruction (Engineering Design)**
- **Parque del Arroyo Verde Renovation (Engineering Design)**

Understanding of Scope of Work

NV5 agrees to the Scope of Services as included in the RFQ. In addition, we offer the following general approach to On-Call Civil Engineering services.

PROJECT APPROACH

NV5 can provide professional, comprehensive engineering services on a per project or task order basis for all types of capital improvement projects. Below is our general project approach that will be modified and tailored to meet the City's needs.

Work Breakdown Structure

Upon issuance of a notice to proceed, our project manager will meet with team members to review the requirements, prepare a Work Breakdown Structure and make team assignments for maximum efficiency of resources. The detailed WBS will describe all of the work tasks necessary to complete the project. A master project schedule will be prepared following the WBS to show the relationship between tasks, the expected start date and duration for each item. This schedule will serve as a guide to conducting and monitoring the progress of the work and to assure projects are completed on time and within budget. To assure accurate monitoring and tracking of documents, revisions and progress, a document tracking and control system will be developed. NV5 will meet with City project representatives regularly and maintain constant communication to assure successful and timely delivery of the project. Meeting minutes will be distributed within one week of the meeting identifying actions, items, assignments and due dates.

Cost Control

We are able to continually review and evaluate a project's cost through all project phases to enable informed and timely decision-making by our clients and the entire project team. Cost control techniques include: program budget analysis; value engineering; life-cycle cost analysis; and quantity-based estimating. We rely on an open-book, inclusive process that demonstrates the costs and benefits of varying design options. This budget confirmation process starts in the earliest stages of the project, when design and engineering alternatives have the greatest potential impact on costs. Our design teams analyze client goals, technical requirements, alternative building concepts, construction costs and long-term operational costs to define the optimum scope within the budget, assuring long-term flexibility and value.



Schedule Control

The key to effective schedule control is to measure actual progress and compare it to planned progress on a regular basis and to take necessary corrective action immediately. We propose to supplement each major task as identified in the master project schedule with a supplemental schedule to keep careful track of where each individual component stands. We identify problems that may result from delays and readily provide the opportunity to modify the schedule, as required. This process assures the completion of your projects on schedule.

Innovative and Successful Approaches

The NV5 team focuses on providing safe, cost-effective, reliable, and sustainable improvements using innovative design and contracting techniques that meet or exceed the minimum standards based on design improvements and minimize impacts to adjacent properties and vehicular and pedestrian traffic. Our experienced engineering staff provides lower-cost or lower-impact alternatives in order to develop the least disruptive and least expensive designs.

One such example of our use of innovative techniques can be seen in our work on the design of the Industrial Way Storm Drain and Drainage Improvements project for the City of Costa Mesa.

The project included design of a drainage system to alleviate the flooding in the area. The existing 48-inch storm drain pipe in the street (Industrial Way) was not capable of handling the storm flood in its current condition. We studied different design options and performed hydrology and hydraulic analysis for various alternatives. We designed a system that would limit the flow into the existing storm drain system. In addition, we designed an underground detention system consisting of three (3) rows of 12-inch perforated corrugated metal pipes within the available portion of the adjacent field. The new drainage

system solved the flooding problem in the area and saved the City Public Works Department a substantial amount of money. The proposed design alternative was much superior to a conventional trenching method within the street area consisting of replacing a large segment of the existing pipe with a larger diameter pipe and adding numerous catch basins. The construction of the new drainage system was completed on time and it is working just as intended.

Our team utilizes the latest in civil engineering design software to facilitate timely, efficient and innovative engineering design solutions for our clients. We rely on a host of computer resources, which includes up-to-date, state-of-the-art technology that is in use today throughout the engineering industry. We make maximum use of PC-based CADD systems that allow for the storage of typical details, establish similarity of plan layouts, and enable rapid duplications for the efficient preparation of plan sheets.

Our team also provides construction management for public works projects to several local agencies. We take our commitment to building innovative projects seriously, and will have our in-house construction management staff review plans and specifications for constructability. This is a good opportunity to obtain the view of those from the field and reduce potential difficulties that may be encountered during the construction of a project.

Managing Resources

NV5 will meet with City project representatives regularly and remain in constant communication to assure successful and timely delivery of the project. Biweekly meeting agendas, if necessary, will be distributed at least two working days before each meeting. Meeting minutes will be distributed within one week of the meeting identifying actions, items, assignments and due dates. Utilizing this technique will assure consistency in decisions, and will provide a concise list of tasks to be accomplished by each participant and a specific time schedule to complete the task.

Senior staff will meet with assigned project personnel regularly and remain in constant communication to assure successful and timely delivery of the project. Utilizing this technique will guarantee adequate technical support, thorough review and analysis of project issues, consistency in decisions and recommendations, and will provide a concise list of tasks to be accomplished by each team member and a specific time schedule to complete the task.

This constant communication, in conjunction with in-person meetings, allows our staff to meet project milestones.

Familiarity with State and Federal Procedures

We understand that the development of Federal and State funded projects requires more than the preparation of design reports and PS&E. More and more, engineers are required to navigate their projects through the complex federal aid process involving pre-award audits, authorizations, and timely use of fund provisions. Our experience with the regulatory agencies controlling these funding sources has afforded us the opportunity to support our clients through the process of developing the day-to-day procedures required to secure authorization and reimbursement for federally funded projects. This participation has put us in a position to offer our clients an unparalleled level of understanding of the process required to comply with Federal and State requirements. Our work with local, state and federal agencies keeps us in the forefront of current updates to policies and procedures, allowing our clients to benefit from our regular involvement in the project delivery process.

Federal Funding Requirements

The NV5 project team has provided program management, project engineering, design and construction support for a broad range of federally funded transportation projects, including Safe Routes to School projects, Community Development Block Grant projects, and projects funded through the Federal Highway Administration, Federal Transit Administration, U.S. Department of Housing and Urban Development and other federal programs.

Our project experience includes preparing all or a portion of the federal paperwork for Caltrans for Local Assistance. We are well-versed in the preparation of the E-76 package and the dictates of the Local Assistance Procedures Manual requirements.

We are also experienced in the key federal provisions to be included in project specifications, including Disadvantaged Business Enterprise goals, compliance with Davis Bacon Act for prevailing wage provisions, flow-down provisions to subcontractors, and a variety of other federal statutes and regulations.

Public Works projects often have multiple funding sources, including federal, state and local funding. We will develop and maintain a project documentation system acceptable to and in line with state and federal funding requirements.

F. REFERENCES

References

Provided below are references of clients with whom we have long-term working relationships and for whom we have delivered multiple projects for within the last five (5) years that are comparable in quality and scope to that specified in this RFQ. A full list of references/projects within the last five (5) years can be provided upon request. NV5 does not have any terminated contracts.

Client References

CLIENT/CONTACT INFORMATION	PROJECTS WITHIN THE LAST FIVE YEARS/SERVICES/DATES
City of La Habra Heights Fabiola Huerta, City Manager 562.694.6302 fhuerta@lhhcity.org	• FY 2022-23 Street Improvements — Engineering Design Services (September 2022-Current) • FY 2021-22 Street Improvements (November 2021-May 2022) • FY 2020-21 Street Improvements (January 2021-September 2021) • FY 2019-20 Street Improvements (March 2020-December 2020) • East Road Slope Repair - Engineering Design Services (June 2019-November 2019) • Hacienda Road Improvements - Engineering Design Services (October 2022-Current) • On-Call City Engineering/Project Management - Staff Augmentation Services (2014-Current)
City of El Monte Lee Torres, PE, City Engineer 626.580.2055 ltorres@elmonteca.gov	• El Monte Avenue and Baldwin Avenue Street Improvements - Engineering Design Services (January 2021-November 2021) • Sewer Line Crossing at Johnson Avenue and Metrolink/SCRRA and UUPR Railroads - Engineering Design Services (June 2022-Current) • As-Needed Project Management Services for Various CIP (December 2020-Current) Projects include the following: ○ Active Transportation for El Monte Station and Downtown El Monte Project, CIP 890 ○ Nevada MND Construction Monitoring Services, CIP 005 and CIP 016 ○ Merced Avenue Traffic Calming Project, CIP 003 ○ El Monte Regional Bicycle Commuter Access Improvement Project, CIP 016 ○ Nevada-Bodger Sewer Improvements, CIP 005 and CIP 038
City of Villa Park Steve Franks, City Manager 714.998.1500 sfranks@villapark.org	• City Engineering Services/Project Management - Staff Augmentation Services (2011-2014, 2016-Current)
City of Culver City Hong Wang, PE, Senior Civil Engineer, 310.253.5604 hong.wang@culvercity.org	• Diversion Pipeline - Engineering, Construction Management and Inspection Services (March 2019-2021) • Bankfield Sewage Pump Station - Engineering, Construction Management and Inspection Services (October 2018-August 2020)

Client References (Continued)

CLIENT/CONTACT INFORMATION	PROJECTS WITHIN THE LAST FIVE YEARS/SERVICES/DATES
City of Compton (Pearl Avenue Sewer Replacement) Kofi Sefa-Boakye, Public Works Department kboakye@comptoncity.org (Annual Residential Streets Rehabilitation) John Strickland, Project Manager 310.605.5505 jstrickland@comptoncity.org	• Pearl Avenue Sewer Replacement - Preparing updated Plans, Specifications and Estimates (August 2023-Current) • Annual Residential Streets Rehabilitation, Phase 1 and Phase 2 - Engineering Design Services (January 2019-May 2021)
County of San Bernardino (Public Works) Thomas A. Bustamonte, Project Manager 909.387.7922 thomas.bustamonte@dpw.sbcounty.gov	• Engineering Services for the Trona Road Bridge Repair - Engineering Design Services (May 2021-Current) • Cherry Avenue and Other Roads, Fontana Area - Engineering Design Services (August 2022-Current) • Phelan Road in the Phelan Area - Engineering Design Services (June 2022-Current) • Reche Canyon Road and Other Roads, Colton Area (March 2022-Current) • Chino/Montclair Area ADA Ramps - Engineering Design Services (December 2021-Current)

RFQ No. PW-23-03: ON-CALL CIVIL ENGINEERING SERVICES

APPENDIX C

CERTIFICATION OF PROPOSAL TO THE CITY OF PLACENTIA

1. The undersigned hereby submits its proposal and, by doing so, agrees to furnish services to the City in accordance with the Request for Proposal (RFQ), dated October 2023, and to be bound by the terms and conditions of the RFQ.

2. This firm has carefully reviewed its proposal and understands and agrees that the City is not responsible for any errors or omissions on the part of the proposer and that the proposer is responsible for them.

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

4. The proposal includes all of the commentary, figures and data required by the Request for Proposal, dated October 2023.

5. This firm has carefully read and fully understands all of the items contained in Section 7, General Requirements. This firm agrees to all of the general requirements except for those disclosed by the firm in project proposal, listed on an attachment.

6. The proposal shall be valid for 90 days from October 5, 2023.

Name of Firm: NV5, Inc.

By: _____
(Authorized Signature)

Type Name: Jeffrey M. Cooper, PE

Title: Senior Vice President

Date: October 10, 2023

ADDENDUM NO. 1

Mayor
WARD L. SMITH

Mayor Pro Tem
JEREMY B. YAMAGUCHI

Councilmembers:
KEVIN KIRWIN
RHONDA SHADER
CHAD P. WANKE

The People are the City

City Clerk:
ROBERT S. MCKINNELL

City Treasurer
KEVIN A. LARSON

City Administrator
DAMIEN R. ARRULA

401 East Chapman Avenue – Placentia, California 92870

October 10, 2023

Subject: Addendum No. 1 for Request for Qualification for On-Call Civil Engineering Services

Dear Prospective Bidders:

This letter comprises Addendum No. 1 for the Request for Qualification for On-Call Civil Engineering Services issued by the City of Placentia on October 5, 2023. Please take note of the item listed below which will have to be used in the preparation of your bid for this project. The following clarifications/changes are hereby issued:

1. **Contract Amount:** The starting contract not-to-exceed amount for each consultant has been changed from $150,000 and now shall be $500,000 under this RFQ.

Portions of the bid specifications not specifically mentioned in this Addendum remain in force. Bidder must acknowledge receipt of this Addendum with proposal documents submitted at the due date and time specified above. Failure to do so may subject bidder to disqualification.

Sincerely,

Chris Tanio

END OF ADDENDUM NO. 1

This addendum must be acknowledged via Planet Bids and should be included with the bid response.

If you have additional questions regarding Addendum No. 1, please contact Chris Tanio, at (714) 993-8132.

CITY OF PLACENTIA
PROFESSIONAL SERVICES AGREEMENT
WITH
HR GREEN PACIFIC

THIS AGREEMENT is made and entered into this 21ST day of November, 2023 ("Effective Date"), by and between the CITY OF PLACENTIA, a municipal corporation ("City"), and HR Green Pacific., a California corporation ("Consultant").

W I T N E S S E T H:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide on-call civil engineering services as more fully described herein; and

B. WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. WHEREAS, City and Consultant desire to contract for the specific services described in Exhibit "A" (the "Project") and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in Consultant's Proposal ("Proposal"), attached hereto as Exhibit "A" and incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement. Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. Officers and employees shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City and within the hereinafter specified. Evaluations of the work will be done by the City Administrator or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

(a) Meet with Consultant to review the quality of the work and resolve the

matters of concern;

(b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or

(c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.5. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. 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. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, a notice setting forth provisions of this non-discrimination clause.

Consultant shall, in all solicitations and advertisements for employees placed by, or on behalf of Consultant shall state that all qualified applicants will receive consideration for employment without regard to age, race, color, religion, sex, marital status, national origin, or mental or physical disability. Consultant shall cause the paragraphs contained in this Section to be inserted in all subcontracts for any work covered by the Agreement, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense. All insurance requirements contained in this Agreement are independently applicable to any and all subcontractors that Consultant may engage during the term of this Agreement.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and

employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "A." Consultant's total compensation shall not exceed Five Hundred Thousand Dollars ($ 500,000.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal or which is inconsistent with or in violation of the provisions of this Agreement unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable. Should the City request in writing additional services that increase the hereinabove described "SCOPE OF SERVICES", an additional fee based upon the Consultant's standard hourly rates shall be paid to the Consultant for such additional services.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the Effective Date.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit "A." The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party. If a delay beyond the control of the Consultant is encountered, a time extension may be mutually agreed upon in writing by the City and the Consultant. The

Consultant shall present documentation satisfactory to the City to substantiate any request for a time extension.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of three years, ending on November 21, 2026, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. One (1) two-year extension is available on Consultant performance and at the discretion of the City. Approval of the term extension is contingent upon City Council review and approval at the conclusion of the initial three-year term.s

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing at least fifteen (15) days prior written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City. If the City suspends, terminates or abandons a portion of this Agreement such suspension, termination or abandonment shall not make void or invalidate the remainder of this Agreement.

If the Consultant defaults in the performance of any of the terms or conditions of this Agreement, it shall have ten (10) days after service upon it of written notice of such default in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

The City shall have the right, notwithstanding any other provisions of this Agreement, to terminate this Agreement, at its option and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement, immediately upon service of written notice of termination on the Consultant, if the latter should:

a. Be adjudged a bankrupt;

b. Become insolvent or have a receiver of its assets or property appointed because of insolvency;

c. Make a general assignment for the benefit of creditors;

d. Default in the performance of any obligation or payment of any indebtedness under this Agreement;

e. Suffer any judgment against it to remain unsatisfied or unbonded of record for thirty (30) days or longer; or

f. Institute or suffer to be instituted any procedures for reorganization or rearrangement of its affairs.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination within thirty-five (35) days after service of the

notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant. City shall not be liable for any claim of lost profits.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

(a) Broad-form commercial general liability, in a form at least as broad as ISO from #CG 00 01 04 13, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars ($1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit. If Consultant maintains higher limits that the specified minimum limits, City requires and shall be entitled to coverage for the high limits maintained by the Consultant.

(b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars ($1,000,000.00), combined single limits, each incident for bodily injury and property damage.

(c) Workers' compensation insurance as required by the State of California and Employers Liability Insurance with a minimum limit of $1,000,000 per accident for any employee or employees of Consultant. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers for losses arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

Before execution of this Agreement by the City, the Consultant shall file with the Public Works Director/City Engineer the following signed certification:

> I am aware of, and will comply with, Section 3700 of the Labor Code, requiring every employer to be insured against liability of Workers' Compensation or to undertake self-insurance before commencing any of the work.

The Consultant shall also comply with Section 3800 of the Labor Code by securing, paying for and maintaining in full force and effect for the duration of this Agreement, complete Workers' Compensation Insurance, and shall furnish a Certificate of Insurance to the Public Works Director/City Engineer before execution of this Agreement by the City. The City, its officers and employees shall not be responsible for any claims in law or equity occasioned by failure of the consultant to comply with this section.

Neither the CITY nor any of its elected or appointed officials, officers, agents, employees, or volunteers makes any representation that the types of insurance and the limits specified to be carried by Consultant under this Agreement are adequate to protect Consultant. If Consultant believes that any such insurance coverage is insufficient, Consultant shall provide, at its own expense, such additional insurance as Consultant deems adequate.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions as worded below:

(a) Additional insureds: "The City of Placentia and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."

(b) Notice: "Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required polices are reduced; (3) or the deductible or self-insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, Consultant shall forthwith obtain and submit proof of substitute insurance. Should Consultant fail to immediately procure other insurance, as specified, to substitute for any canceled policy, the City may procure such insurance at Consultant's sole cost and expense."

(c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Placentia, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Placentia shall be excess and not contributing with the insurance provided by this policy."

(d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Placentia, its officers, officials, agents, employees, and volunteers.

(e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self-Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance and endorsements shall be attached hereto as Exhibit "B" and incorporated herein by this reference.

5.5. Non-limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Administrator or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement. It shall be the Consultant's responsibility to assure that the Project Manager is kept informed of the progress of the performance of the services and the Consultant shall refer any decision, which must be made by City, to the Project Manager. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Project Manager.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement and who shall not be

changed by Consultant without the express written approval by the City. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement, or the work hereunder may be provided by personal delivery, facsimile or if mailed, shall be addressed as set forth below and placed in a sealed envelope, postage prepaid, and deposited in the United States Postal Service. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 72 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:	IF TO CITY:
HR Green Pacific 1260 Corona Pointe Court, Suite 305 Corona, CA 92879 Tel: 815-759-8328	City of Placentia 401 E. Chapman Placentia, CA 92870 Tel: 714-993-8132
Attn: Timothy Hartnett	Attn: Chris Tanio

6.5. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.6. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California. Consultant agrees to submit to the personal jurisdiction of such court in the event of such action.

6.7. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.8. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings brought against the City, its elected and appointed officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence, recklessness, or willful misconduct by the Consultant, its employees,

and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, recklessness, or willful misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.9. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

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

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

6.11. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.12. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, preliminary notes, working documents, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City but shall be made available to the City within ten (10) days of request or within ten (10) days of termination. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, preliminary notes and working documents, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City. Consultant or Consultant's agents shall execute such documents as may be necessary from time to time to confirm City's ownership of the copyright in such documents.

6.13. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.14. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.15. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.16. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

6.17. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, the conflict shall be resolved by giving precedence in the following order, if applicable: This Agreement, the City's Request for Proposals, the Consultant's Proposal.

6.18. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.19. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.20. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.21. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.22. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.23. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. 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. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.24. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith

negotiations.

6.25. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF PLACENTIA,
A municipal corporation

_____ Date: _____
Damien R. Arrula, City Administrator

ATTEST:

_____
Robert S. McKinnell, City Clerk

CONSULTANT – HR Green Pacific

Timothy J. Hartnett
_____ Date: 11/7/2023
Signature

Timothy J. Hartnett
_____
Timothy Hartnett, President

n/a
_____
Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

_____ Date: _____
Christian L. Bettenhausen, City Attorney

APPROVED AS TO INSURANCE:

_____ Date: _____

Krystle Murillo, Risk Manager

APPROVED AS TO CONTENT:

Chris Tanio Date: 11/7/2023

Chris Tanio, Deputy Director/City Engineer

DEPARTMENTAL APPROVAL:

Luis Estevez Date: 11/7/2023

Luis Estevez, Deputy City Administrator

EXHIBIT A

CONSULTANT'S PROPOSAL AND SCOPE OF WORK

EXHIBIT B

CERTIFICATES OF INSURANCE AND ENDORSEMENTS

HRGreen®
PACIFIC

1260 Corona Pointe Court | Suite 305
Corona, CA 92879
Main 855.900.4742 + **Fax** 713.965.0044
HRGREEN.COM

A. Transmittal Letter

October 26, 2023

City of Placentia
Chris Tanio, PE, Deputy Director/City Engineer
401 E. Chapman Avenue
Placentia, CA 92879

Re: On-Call Civil Engineering Services, RFQ No. PW-23-03

Dear Chris and Other Selection Committee Members,

The City of Placentia has challenges like most agencies; the need to maintain and upgrade the aging infrastructure with limited funding and resources. Given the diverse Capital Improvement Program (CIP) needs, the City of Placentia requires a multi-faceted engineering firm that is responsive, and prioritizes close communication, quality, integrity, detailed documentation, technical proficiency, and stewardship to protect your interests and realize your vision. One such example of stewardship is the **recent partnership between the City of Placentia and HR Green Pacific, Inc. (HR Green) in the Old Town Placentia Streetscape Improvement Project**. HR Green was able to work with the City to "right-size" the project scope to assist you with moving the design forward. Additionally, we have served the City as City Engineer, Project/Program Manager, and provide Plan Check services within the last decade. **HR Green is the ideal team to provide the City of Placentia with Civil Engineering Design Services.**

Because HR Green is a provider of various on-call engineering services to communities throughout Southern California, including Placentia, we understand the needs of your City and have the experience bringing our unique skills to you. We differentiate ourselves from our competitors in several ways: **exclusively serving public agencies in Southern California, leveraging technology, demonstrating a successful track record delivering multi-faceted CIP projects, providing scalable solutions, and offering alternative service delivery options to maximize funding sources and efficiency**. HR Green has successfully delivered a broad array of project types such as complete streets, roadway widening, median improvements, traffic signals and intersection improvements, sidewalks, drainage analysis/improvements, as well as wide variety of pavement rehabilitation strategies throughout Southern California.

HR Green has the staffing and ability to provide the necessary services identified in the RFP and will incorporate Kelsoe and Associates, Inc. for survey/mapping services when necessary for the required scope of work. Additionally, if the need arises for Geotechnical work, we will turn to our trusted subconsultant, Terracon. We have well-established relationships with both firms and have provided their rates as well as ours. The remainder of the potential work will be managed and conducted by in-house HR Green staff. We are committed to the on-going and successful implementation of providing the necessary engineering services to the City of Placentia.

OUR PERFECT FIT WITH PLACENTIA

- **Track Record of Success.** Our Program Manager Steve Loriso, PE, QSD/QSP, and proposed personnel bring a track record of success. Their experience brings innovation and knowledge that will directly benefit the City.

- **We Know Placentia.** These services are what we specialize in and have a proven, positive track record, including providing these services for the City of Placentia, through staff augmentation services; owner representative/construction management services for grade separation projects, Plan Check services; and Old Town Placentia Streetscape Improvement Project.
- **Proven Best Practices.** HR Green has the technology, forward-thinking approach, and proven best practices to meet your strategic goals, priorities, and performance metrics.
- **Scalable Staffing and Solutions.** HR Green delivers effective, cost-efficient services, scaled to meet and exceed your needs. We work to go beyond the assignment of staff that is requested in our contract.
- **We Exclusively Serve Public Agencies**. With 110 years of experience, HR Green is known for a customized, innovative, and reliable approach to service and delivery as well as commitment to close communication.
- **Bringing Success to our Clients.** HR Green brings a successful track record providing an alternate GIS-based approach to traditional PS&E preparation for residential street rehabilitation that has saved our client agencies 20-30% in time and money.

HR GREEN'S PAST PERFORMANCE = PLACENTIA'S FUTURE SUCCESS

HR Green believes the true key indicator for future success is proven past performance. HR Green's unmatched experience in providing engineering and staff augmentation services has been proven through our successful completion of similar work with other municipal clients. We invite you to contact the local representatives listed on each of our similar projects to hear first-hand the effectiveness of our Team.

We will protect the City's best interests by providing comprehensive, quality, responsive, technically proficient, and timely services in an on-call environment. You can have confidence that our staff will protect your interests, anticipate your needs, and proactively communicate with you throughout all phases and tasks of the work you assign to us.

HR Green's management contact is Timothy Hartnett; he is authorized to sign an agreement for HR Green and can be contacted at 815.759.8328 or via email at thartnett@hrgreen.com. The Program Manager will be Steve Loriso, PE, QSD/QSP; he will be responsible for the day-to-day management of the contract and can be contacted at 951-475-3619 or via email at sloriso@hrgreen.com. Please see HR Green's completed Proposal Certitification Form (Appendix C of the RFQ) on page 26 for additional required information. Additionally, we acknowledge receipt of Addendum No. 1 dated October 10 as well as all Q&A responses released by the City.

On behalf of our organization, we look forward to continuing and expanding our successful relationship with the City of Placentia.

Sincerely,

HR GREEN PACIFIC, INC.

Steve Loriso, PE, QSD/QSP
Program Manager

Tim Hartnett
Principal-in-Charge



B. Table of Contents

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27	Requested Legal Exceptions
Submitted Separately	Cost Proposal

HRGreen
PACIFIC
CELEBRATING 110 YEARS

ENR TOP500 Design Firms

C. Summary Sheet

RFQ No. PW-23-03: ON-CALL CIVIL ENGINEERING SERVICES

APPENDIX B

SUMMARY SHEET

Firm Name: HR Green Pacific, Inc.

Firm Parent or Ownership: HR Green Companies

Firm Address: 1260 Corona Pointe Court, Suite 305

Corona, CA 92879

Firm Telephone Number: 855.900.4742

Firm Fax Number: 713.965.0044

Number of years in existence: 110

Management Contact (person responsible for direct contact with the City of Placentia and services required for this Request for Proposal):

Name: Timothy Hartnett Title: President, Governmental Services

Telephone Number: 815.759.8328 Fax: 713.965.0044

Email: thartnett@hrgreen.com

Project Manager (Person responsible for day-to-day servicing of the account):

Name: Steve Loriso, PE, QSD/QSP Title: Project Manager

Telephone Number: 951.475.3619 Fax: 713.965.0044

Email: sloriso@hrgreen.com

Types of services provided by the firm: On-Call Civil Engineering Services

HR Green Staff to Provide Services

Since 1913, **HR Green, Inc. (HR Green)** has been dedicated to providing the services our clients need to achieve success. Our California corporation (HR Green Pacific, Inc. – DIR # 1000050680) is headquartered in Corona. **HR Green takes a big-picture, programmatic approach and brings a one-stop consulting solution for your governmental service needs**. We are at the forefront of leveraging industry-recognized thought leadership, registered/certified professionals, alternative service delivery options, proven best practices, and cutting-edge technology to save time and money, enhance operational efficiencies, procure funding, and create/implement a road map to future success by delivering long-term sustainability.

HR GREEN'S GOVERNMENTAL SERVICES



HR GREEN & PLACENTIA

HR Green has proudly provided long-term as-needed civil engineering, CIP program management, construction management, and plan review services to Placentia. This has included overseeing the pavement management through bond funding and $6.5 million in street rehabilitation improvements citywide; managing the planning, design, and construction as well as value engineering and plan check of the award-winning, $500 million OC Bridges Program; providing extensive value engineering and design engineering to save time and money, mitigate impacts, and enhance infrastructure improvements.

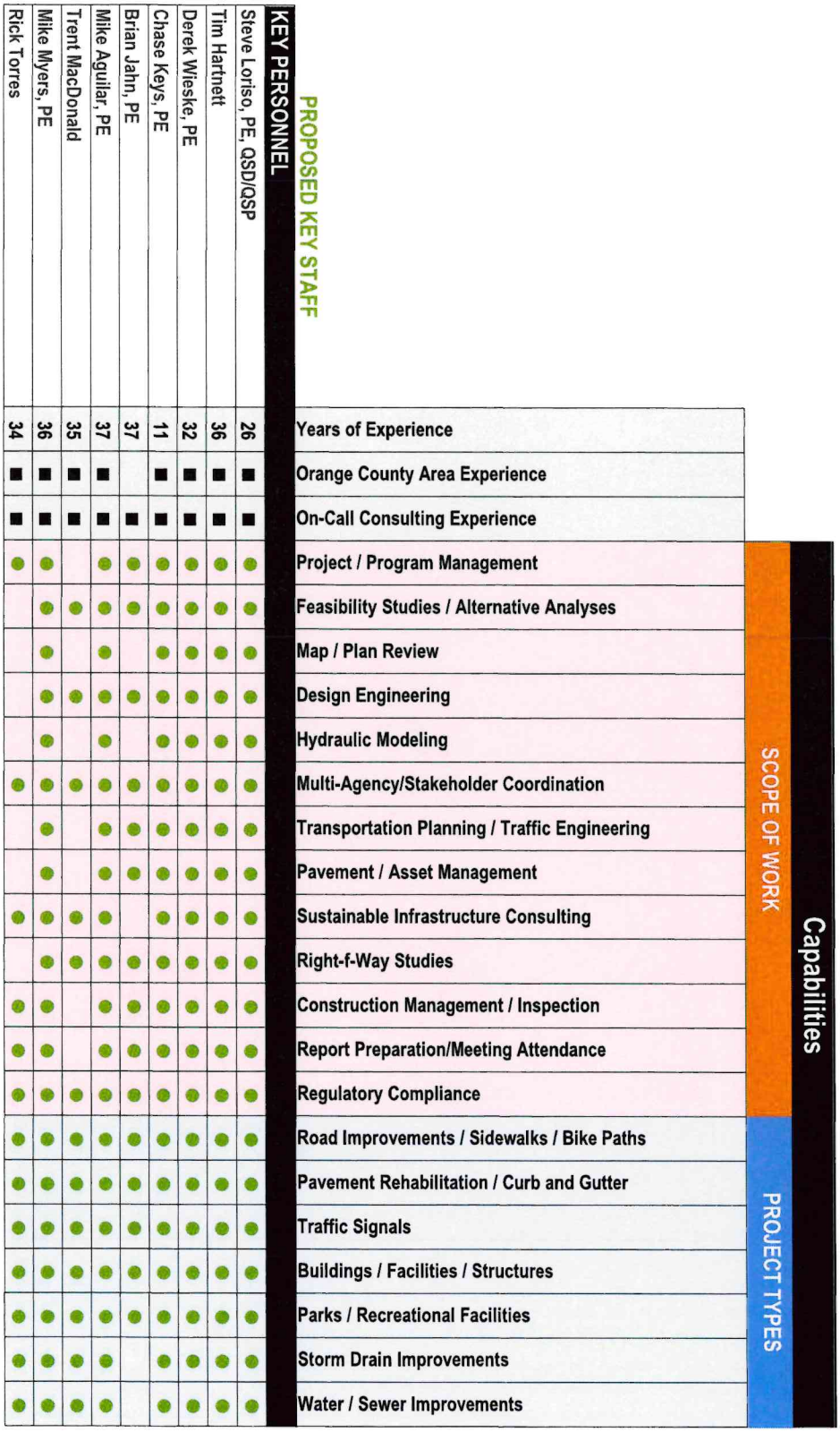
OUR TEAM FOR PLACENTIA

HR Green is providing a highly experienced and professional staff to serve the City of Placenita. All of our team members have worked together before on numerous projects throughout Southern California. If needed, we can also pull support staff from our bench of more than 60 employees in California and 700+ nationwide.

An organization chart on page 5 illustrates our firm's commitment to Placentia. Additionally, biographies of the City's required Key Personnel (Program Manager and Management Contact) are included beginning on page 6.

- Program Manager: Steve Loriso, PE QSD/QSP
- Principal-in-Charge: Timothy Hartnett
- QA/QC Manager: Derek Wieske, PE
- Street Improvements Task Lead: Chase Keys, PE
- Traffic and Transportation Task Lead: Brian Jahn, PE
- Sewer and Storm Drainage Task Lead: Mike Aguilar, PE
- Parks and Facilities Task Lead: Trent MacDonald
- Construction Support Task Lead: Rick Torres
- Staff Augmentation/Project Management Task Lead: Mike Myers, PE

OUR TEAM FOR PLACENTIA - KEY PERSONNEL CAPABILITIES



Subconsultants

While HR Green will be fulfilling the vast majority of the contract should we be chosen to serve the City, we will turn to our respected and highly experience subconsultants for Geotechnical and Survey services. **Both of our subconsultants have worked with us on the Old Town Placentia Streetscape Improvement Project in their respective subconsulting roles.**

Geotechnical Services

Terracon is a 100 percent employee-owned nationwide, privately held corporation, having provided consulting engineering services to clients since 1965. From its roots in geotechnical engineering, Terracon has evolved into a successful multi-discipline firm specializing in environmental, facilities, geotechnical, and materials services for private and public-sector clients. They have provided services on some of the largest and most complex projects in the area. These projects include street improvements, bridges, highways, municipal buildings, sewer and stormwater improvements, water tanks, treatment plants, utilities, public works, projects federally funded, K-12 schools, community colleges/universities and many others. Each Terracon team member has significant experience in various municipalities throughout Sounthern California. They take great pride in their extensive portfolio of projects located in Orange County, California. Their expertise and commitment to excellence have allowed them to successfully deliver outstanding results on numerous endeavors, and more specifically, in and around the vibrant city of Placentia.

With a track record of over 3,000 completed projects throughout Orange County, they have become firmly established as a trusted and reliable partner for various clients. In addition to their substantial project history in Orange County, they also hold on-call contracts and collaborate directly with several neighboring municipalities, including: Anaheim, Cerritos, Chino, Santa Ana, and Tustin.

Survey Services

Formed in 1981, **Kelsoe & Associates, Inc.** is a California Corporation based in the City of Corona. They currently employ a staff of seven professionals, and maintain vehicles and equipment for three field crews utilizing robotic total stations and state-of-the-art GPS receivers. Their office staff is equipped with the latest AutoCAD software.

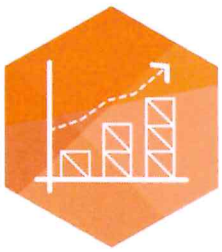
Kelsoe & Associates is a full-service land surveying firm serving private and public sector clients throughout Southern California. The essential components that drive the practice are client service, innovation, and a quest for excellence. These principles have guided the performance and growth of the company and helped provide their clients with technically advanced and cost-effective solutions that are specifically tailored to their needs.

Over the past 30 years, they have accumulated an extensive database of survey information throughout Southern California. They are often able to provide clients with substantial cost savings by utilizing previous survey data. Their record of past performance clearly shows that they are committed to delivering projects on time and within budget.

HR Green's Values



LEADERSHIP



PERFORMANCE



OPERATIONAL EXCELLENCE



COLLABORATION



COMMUNITY

Project Team Organization

Primary City Contact

Your primary point of contact is **Steve Loriso, PE, QSD/QSP,** our assigned **Program Manager.** Steve will see that all resources are allocated to your project(s) as needed, serve as part of our QA/QC team, and will be available for requested meetings with the City. Background information regarding HR Green and our subconsultants listed below begins on the next page. **Per the City's Q&A, only resumes and work experience for our leadership team are found beginning on the next page.**



City of Placentia

Principal-in-Charge

Tim Hartnett ●

QA/QC

Derek Wieske, PE ●



60+ Additional HR Green Support Staff Available



Program Manager

Steve Loriso, PE, QSD/QSP ●

● Key Personnel

HR Green Team



Street Improvements

Chase Keys, PE ●
Art Casillas
Steven Procaccio



Traffic and Transportation

Brian Jahn, PE ●
Lillyanna Diaz
Monica Pangco



Sewer and Storm Drain

Mike Aguilar, PE ●
Jorge Perez
Cassidy Budge



Parks and Facilities

Trent MacDonald ●
Desiree Flores, PE



Staff Augmentation/ Project Management

Mike Myers, PE ●
Monica Pangco



Construction Support

Rick Torres ●
Robert Luciano, PE
Chuck Wilson



Geotechnical Services Terracon

Jay Martin, PG, CEG ●



Survey Services Kelsoe and Associates

Robert Kelsoe, PLS ●



Steve Loriso, PE, QSD/QSP

Program Manager

Steve has more than 25 years of design, CIP program management, design management, plan review, NPDES/water quality compliance, and construction management experience of municipal public improvement projects. As City Engineer and Project/Program Manager for various Southern California municipalities, he has overseen a broad range of infrastructure improvement projects from planning and design, through construction and maintenance. Types of projects include roads, drainage, water, sewer, traffic, grading, and parking lots. Steve has managed the implementation of the Municipal Separate Storm Sewer System (MS4) Permit, performed review of compliance documents for private and public developments, acted as the owner's representative and liaison between design teams and general contractors on facility and infrastructure construction projects.

Steve has served as City Engineer/Director of Public Works for several cities throughout Southern California.

EXPERIENCE

25 Years

EDUCATION

BS, Civil Engineering

REGISTRATION / LICENSE

Registered Civil Engineer, CA #64701

Qualified SWPPP Developer/Practitioner (QSD/QSP), CA #00503

PROFESSIONAL MEMBERSHIPS

American Public Works Association (APWA)

SELECTED PROJECT EXPERIENCE

▷ **On-Call Engineering Services, City of Diamond Bar**

Steve served as Project Manager for various staff augmentation, project management, design engineering, plan/map review, construction management, inspection assignments.

▷ **On-Call Engineering, City of Palos Verdes Estates**

City Engineer for the design and construction of CIP projects including: annual slurry seal, ADA sidewalk/curb ramp improvements, pavement rehabilitation projects, drainage improvements, and sanitary sewer upgrades. Also oversaw the plan review of various private development projects within the City.

▷ **Municipal Engineering, City of Jurupa Valley**

City Engineer responsible for managing City's CIP budget, plan checking of land development projects, overseeing the design and construction of all capital projects, facilitating the MS4 Permit and stormwater quality compliance requirements, and grant writing/administration. Some design projects have involved improvements to arterials/corridors and incorporation of Complete Streets elements. Coordinated the design and construction of Jurupa Community Services District's $60 million water and sewer CIP Program, comprised mostly of water and sewer pipeline (new and replacement) within the City right-of-way. Project Manager for design and construction of nearly $750,000 worth of drainage improvements.

▷ **City Engineering, City of Hemet**

Acting City Engineer responsible for managing the City's Capital Improvement Program budget, land development plan checking, entitle reviews in conjunction with the Planning Department, and overseeing the construction of both City and private development projects. City projects included traffic signals, roadway widening, pavement maintenance/rehabilitation/reconstruction, drainage, sidewalks, water and sewer improvements. This role also involved coordinating with other utility purveyors in the City on their capital projects within City right-of-way.



Tim Hartnett

Principal-in-Charge and President, Governmental Services

Over the past 35 years, Tim has provided ongoing municipal engineering and program/project management services to key municipalities throughout the country, guiding them through periods of extreme growth. He has provided subdivision and site improvement review/approval processing from concept plan through the final plat in accordance with the municipality's Municipal Code, Engineering Standards, applicable development agreement and annexation agreements. He supports strategic decision-making by presenting information to councils, boards, and committees; facilitating public engagement discussions; meeting with developers; and informing residents and business owners of project schedules.

Tim has considerable experience performing critical services, such as grants and funding procurement for roadway, parks and facility improvements, construction observation, general engineering advisory services, water and wastewater master planning, capital involvement planning and implementation, organizational/operational assessments, and staff augmentation and support. Tim also acts as the lead contact between HR Green clients and the various design/field staff members executing all projects within the communities he represents.

EXPERIENCE

35 Years

EDUCATION

BS, Engineering Design

PROFESSIONAL AFFILIATIONS

American Council of Engineering Companies

SELECTED PROJECT EXPERIENCE

▷ **Pavement Rehabilitation and Complete Streets, Various Municipalities**

As Principal-in-Charge, Tim provides and/or oversees diverse consulting and advisory services to municipalities across HR Green's client base. This includes master planning, CIP program/project management, staff augmentation, plan review (building and civil), asset management, design management and engineering of infrastructure (roads, drainage, stormwater, water, wastewater, lift stations, site improvements, parks), telecommunications (broadband, fiber, small cell, smart city), organizational/operational assessments, grant procurement and administration, construction management and observation.

▷ **Towne Avenue (Complete Streets) Improvements, City of Claremont**

Principal-in-Charge for the City's complete streets project on Towne Avenue from Foothill Boulevard to Base Line Road. The project included pavement rehabilitation, ADA improvements, traffic signal modifications, modification to existing raised center median, new raised median to create a Class IV bike lane, widening and reconstruction of existing sidewalks, signing and striping improvements, and complete landscape and irrigation plans.

▷ **Citywide Pavement Rehabilitation Program, City of Moreno Valley**

Principal-in-Charge for the street improvement and signing and striping plans for more than 40 miles of arterial/collector streets. The project included the grind and overlay or slurry seal of streets throughout the City. In addition to the rehabilitation or maintenance of existing pavement, the project also included new signing and striping of all streets, including the addition of new Class II and Class III bikeways as well as several bicycle boulevards. HR Green had to take into the account the City's adopted bicycle and pedestrian master plan and existing on-street parking to design the most effective and efficient corridors. At the City's request to expedite the project, HR Green was able to complete the design of all 40 miles within six months.

D. Allocation of Resources

As the City identifies project needs, our Program Manager and appropriate Task Leaders will meet with the City to clarify your scope requirements and schedule. To provide a comprehensive solution, they will coordinate with your staff to determine staff needs and validate we are mobilizing the best fit to meet your needs. These individuals will be supported by a cadre of multi-faceted personnel. Moreover, given our depth of staff, (60+ in Southern California / 700+ nationally) and specialized capabilities, we can seamlessly mobilize additional in-house resources to meet your needs. To maintain legacy knowledge and institutional continuity, we strive to assign and maintain the same staff to deliver continuity, consistency, responsiveness, and quality service.

Since more than 90% of our services are provided through multi-year, as-needed contracts, we have the ideal mix of multi-faceted staff and depth of technical capabilities to efficiently meet workload peaks and valleys. Consequently, our current and anticipated workload of our staff is moderate, allowing for rapid response to dynamically changing needs, unforeseen conditions, and/or priority issues.

The list of project types/services identified within the RFP and from our research of the City's CIP are all consistent with the successful services the HR Green team has provided for many other agencies. While the types of projects/services are broad, we have provided an overall approach to civil engineering design that is typical for most projects.



HR GREEN'S APPROACH TO ON-CALL SERVICES

Design Engineering

Kick-Off Meeting & Site Reconnaissance

- Hold a kick-off meeting with City staff to discuss major features and details of design project.
- Identify jurisdictional agency approval and/or permit requirements.
- Establish clear lines of communication.
- Gather background data available from the City.
- Discuss any special requirements, constraints, and/or opportunities available that are in the best interest of the City to expedite the project in a cost-effective and timely manner.
- Discuss project completion issues and milestones.
- Perform field visit(s) to review and document field conditions, verify existing topographic data, and assess specific
- Concerns/constraints and issues.

Task Order Negotiation

- Develop, submit, refine, and negotiate task order proposal with City that includes a detailed scope of work, identification of subcontract work, deliverables, project milestone schedule, resource requirements, and budget.

Project Management/Meetings/Coordination

- Prepare a project plan that includes scope of work, schedule, communication plan, project controls, processing, and invoicing that will be submitted for City staff review and approval.
- The project schedule will be detailed to include project details, milestones, City reviews, deliverables, and community engagement.
- Submit monthly progress reports, including items completed, items for the coming months, budget status, and key project issues.
- HR Green will lead meetings and coordination efforts throughout the project.

Research and Review

- Upon notice-to-proceed, further research and gather all available relevant information, data, and reports.
- Obtain existing drawings files for topographic and base mapping, as-built data, survey control data, hydrology studies, geotechnical studies, right-of-way maps, and existing utility information from the City.
- Research plans not available through City for existing roads, drainage facilities, and utilities.
- Contact impacted utility agencies by registered mail to obtain existing plans or updated information.
- Hold coordination meetings with utility agencies, as needed.

Initial Evaluation/Agency Coordination

- Identify alternative solutions for key elements of design task order and evaluate feasibility based on various factors (e.g., cost-effectiveness, constructability, utility impacts, safety, implementation, schedule, ease of operations and maintenance, sustainability, etc.).
- Present findings to City and coordinate with other impacted agencies.

Geotechnical Investigation

If the specific project calls for it (i.e., pavement investigations, soil conditions for pipeline work, etc.), we will work with our geotechnical subconsultant (Terracon) to collect field data and conduct lab testing.

Survey and Base Mapping

We will work with our subconsultant (Kelsoe and Associates, Inc.) to perform design survey within the total project limits as necessary locating features such as utility covers, catch basins, pavement limits, curb ramps, driveways, curb and gutters, sidewalks, streetlights, power poles, traffic signs and striping, fences/wall, gates, etc. Topographic engineering base maps will be prepared identifying right-of-way, adjacent parcel lines, centerline and 1' contours.

Public Involvement

Public outreach is an important phase of high-profile capital projects. It is key to gain feedback from the public and obtain support for a successful project. HR Green will compile the data and develop recommendations for outreach to agencies and stakeholders, including Caltrans and Orange County as appropriate, local schools, and businesses adjacent to each project. Our team will formalize outreach objectives through the development of a Public Engagement Plan. The Public Engagement Plan will guide the public and key stakeholders throughout the project and will include communication tools (contact database, website, social media), communication materials (fact sheet, display board, flyers), outreach activities (community meetings, surveys), and also maintains project documentation such as comment/chat logs.

Hydrology and Hydraulic Analysis

If the project calls for it (i.e., addition of new curb and gutter, roadway widening, complete streets, new storm drain infrastructure, etc.) HR Green can provide hydrologic, hydraulic and/or water quality modeling. Whether it is a 1D/2D XPSWMM, HEC-RAS, HEC-HMS or CUHP model of a flood-prone area, a P8 Urban Water Quality model of an urban subwatershed, or a HydroCAD model of a small site design, HR Green works with our clients to select the most appropriate and effective approach based on available data and output needs.

With the current increase in data availability and quality, HR Green has worked to develop automated tools within GIS and XPSWMM to build models more efficiently and more accurately. HR Green recently partnered with Optimatics, an infrastructure optimizing software that analyzes hundreds of improvement options in XPSWMM based on the cost to benefit ratio as determined by the owner.

Many of these programs are utilized on projects completed by HR Green.

Design Development

- Review existing studies and design documents for adequacy, value, completeness, assumptions, and compliance with required standards and criteria.
- Complete preliminary design to effectively implement required infrastructure improvements.
- Review documentation (e.g., existing geotechnical data and reports, sub-grade compaction records, traffic studies, and other design and master plan studies).
- Preparation of design plans in compliance with City and local standards, including the American Disabilities Act requirements and project specifications; including plans for: roadway, storm drain, water, and sewer plans, signing and striping, street lighting, traffic signal, and traffic control; as applicable for the project.
- Incorporate any comments or changes made during the City review process. Plans shall include title sheet, demolition plan, typical sections, details, improvement layouts, profiles, cross sections, and storm water management plans.

Client / Agency Review

- Present findings and recommendations to City for review and concurrence.
- Coordinate with permitting agencies for plan check review and comments.
- Submit construction plans, specifications and engineer's estimate to City at agreed upon milestones (hardcopy and digital formats conforming to City's requirements).

Project Finalization, Approvals, and Permit Processing

- Compile input, concerns, and comments from permitting agencies and present them to City for resolution and direction to finalize plans.
- Support City in obtaining all required approvals and permits from the permitting agencies and other stakeholders.

Key issues we regularly address on infrastructure projects include (but are not limited to):

ROADWAY IMPROVEMENTS

- Minimize community impacts
- Maintain ingress/egress
- Efficient traffic control
- Aesthetics
- On-Street parking alternatives
- Optimize pavement rehabilitation methods
- Streamline right-of-way and permitting
- ADA compliant sidewalks/curb ramps

TRAIL / SIDEWALK IMPROVEMENTS

- Access from public right-of-way
- Adequate construction materials
- Right-of-way and permitting
- ADA compliance
- Maintenance access
- Wayfinding signage
- Aesthetics

DRAINAGE IMPROVEMENTS

- Avoid utility conflicts/Maintain adequate clearance
- Minimize community impacts
- Maintain ingress/egress
- Adequate capacity to accommodate 100-year storm event
- Comply with regulatory/water quality requirements
- Streamline right-of-way and permitting
- Sustainability/Low impact design/Hydromodification

WASTEWATER IMPROVEMENTS

- Soil conditions
- Right-of-Way clearance
- Utility conflict avoidance
- Multi-Agency/Community coordination
- Odor and traffic control
- Operations and maintenance/Accessibilty
- Equipment reliability

TRAFFIC SIGNAL IMPROVEMENTS

- Equipment reliability
- Service point connection
- Avoid utility conflicts
- Sight distance
- Pedestrian visibility
- ADA compliance throughout the intersection
- Adequate turn pocket lengths
- Protected vs. permissive left turns
- Future development and improvements

PARK IMPROVEMENTS

- ADA paths of travel (esp. to and from parking lot and restrooms)
- Strategic placement of restrooms and drink fountains
- Sufficient lighting throughout the park
- Required parking spaces, including ADA spaces
- Not exceeding maximum grading requirements for fields and courts for adequate play
- Meeting stormwater quality requirements for parking lots
- Stormwater retention to make up for the changes in pervious surfaces

STRUCTURAL IMPROVEMENTS

- Minimize impact of construction on adjacent facilities (i.e., pile driving/extraction, excavation stability, blasting vibrations, dewatering, utility damage, road degradation & soil tracking)
- Optimize material procurement (i.e., cost, quality, and delivery time)
- Comply with Cal/OSHA, CDOT, FHWA, AASHTO, and other regulatory requirements.
- Quality control to prevent construction/structural defects.
- Constructability of design (i.e., site access, traffic control, construction/erection sequence, availability of materials and skilled labor)

Construction Support

During the Bid and Award Phase of a work assignment/ project, we will coordinate and/or perform the following services:

- Pre-bidding conference, agenda, and meeting minutes
- Addenda (RFIs and responses)
- Bid review, analysis, and recommendations (may include Staff Report support)

Once the construction phase of a work assignment/project begins, we will develop submittal logs and communication sheet for distribution, continue to review and process RFI's and RCO's, along with monitoring of project schedule as submitted by the contractor. We will work with inspection staff and review daily logs to verify that the project is progressing, both within budget and on schedule. Process progress payments and review and/or recommend for approval Change Orders. We will also communicate with supporting agencies as need be on the progress of construction, as well as represent the City at community status meetings.

Staff Augmentation/Project Management

HR Green staff members live our values and are critical to promoting a leadership style and management approach to foster achievement of our core values below.

For these types of services, HR Green has several experienced civil engineers that have managed a spectrum of CIPs in the surrounding area and throughout Southern California, ranging from road rehabilitation projects, street widening and storm drain systems to pipeline projects, with budgets spanning from small to large. Our assigned project managers will coordinate closely with Placentia and draw upon a core team of local engineering support staff, all of whom have served in leadership roles with public agencies in California. Based on the assignment at hand, we will verify availability and assign the right staff for the right project.

Receive Project Management Task from the City

Upon request from the City to manage, oversee, evaluate, monitor, and participate in the management of a project. We will lay out a road map for the project. It is one of the most critical steps in starting a project. Communicating early and often is another essential ingredient for our recipe of successfully executed senior civil engineering services.

Project Understanding and Project Controls

After collaborating with the City regarding a specific assignment/project (via task order issuance), we will start reviewing the readily available information, such as the project file, and request additional information from appropriate City staff to come up with a full understanding of the project phase (planning, design, or construction) and where the project stands within that phase. We will then create a DRAFT Work Plan (WP) for the assigned project that will define the necessary steps and the critical path to accomplishing the assignment with key milestones that must be met to keep the project/task on schedule.

Project Planning, Resourcing, and Initiation

To perform and keep track of work assignments/projects, we will develop weekly project planning, monitoring, and reporting procedures such as our Time Phased Backlog and Three-Month Look Ahead Schedule to make sure that each task order has adequate resources to meet the Project Schedule. We will maintain decision logs for critical individual design projects that keep track of key design decisions made throughout the life of a project. The logs contain a description of the decision, the date it was made, the key decision maker, as well as the reasoning and objective of the decision. With issues being raised and decisions being made through different types of communication, phone, email, meetings, having a single document is critical.

Project Design Management

Our Project Design Management phase will develop plans, specifications, and estimates (PS&E) based on project needs and City requests. If desired, we can assist with preparing requests for professional design services, developing RFP packages, analyzing and recommending contract awards, and preparing staff reports for Council approval. Upon selection of a design professional, HR Green will negotiate task orders, coordinate with utilities, review preliminary and final plans and specifications, and compile input from agencies, stakeholders and the City. Our assigned staff will evaluate this information with you, identify necessary corrective actions, and ensure the design consultant finalizes plans and specifications accordingly. Throughout, our project manager will maintain updated cost estimates to avoid funding surprises later. Finally, we will present the final bid package for your approval before publishing the construction bid.

At HR Green, providing excellent customer service is our highest priority. We adapt to our clients' needs and desires, making sure that we provide the solutions to your challenges in a manner that suits your staff and your citizens.

STAFF AUGMENTATION ISSUES & SOLUTIONS

Issue: Fit into Specific Municipal Culture

Solution: Every City has its own culture, reporting structure, expectations, and goals. On-site consultant staff must exhibit utmost professionalism and well-refined interpersonal skillsets to be a team player and seamlessly integrate within your organization while being nimble to respond to changing priorities and emergency situations.

Note: Staffing levels and hours will be reviewed with the City to assure your needs are met. We also make a commitment to 24/7 access to our staff in the event of responding to emergencies and changing or unforeseen conditions.

Issue: Follow City Protocols/Processes

Solution: Our staff will be knowledgeable with applicable codes, ordinances, design standards, and regulatory requirements. They will be responsible for meeting the performance expectations set forth by the City. Citizens and inter/intra-agency personnel interfacing with HR Green staff must feel they are having the same "transactional business" experience as they would with a City employee.

Issue: Flexibility/Adaptability to Respond to Whatever Needs Arise

Solution: Within the municipal arena, particularly where there is a lean organization, there are consistent time sensitive deadlines, emergency issues requiring immediate response, diverse tasks, and potentially changing priorities. Our staff must possess a diverse technical skillset; be nimble, quick, and flexible to embrace change; and possess the ability to effectively transition between such assorted tasks as reviewing plans, analyzing codes and situations to consider appropriateness of alternative materials and methods, writing a staff report, inspecting new construction or improvements, and/or handling inquiries at the counter. A successful element of our Service Delivery philosophy is utilizing multi-faceted staff who can wear many hats, transition between various roles, and easily transition between different tasks in order to:

- Maximize utilization
- Minimize staff levels
- Maintain service consistency
- Reduce costs, paper, and storage
- Maximize a paperless office environment



Schedule Control

HR Green employs proven best practices and a proactive plan to control project schedules.

Utilizing Microsoft Project and Primavera P6 enterprise solutions, the schedule will specifically include QC deliverable milestones and critical path that list the significant QC activities, including task level reviews, project manager and constructability reviews, schedule reviews, budget reviews and, most importantly, construction document reviews. We will develop, resource load, baseline, and consistently monitor the progress of the project. Our schedule update is essential to give the City an overview of the project status, issues, budgets and, most importantly, delivery date.

We consistently incorporate best practice tools (implementation of policies, procedures, and standards) in our assignments. This flexibility and adaptability adds great value in responding to changing needs without missing a beat.

We maintain effective and open communication with stakeholders early on to ensure they understand the latest standards and requirements, and are receiving the requisite supporting data and documentation to expeditiously move forward with construction and compliance with design standards.

One of the most helpful ways to keep projects on track is to establish open communication early and often (verbal and comprehensive written documentation/ correspondence) throughout the design and construction process. Establishing a positive rapport and working relationship at the initial and subsequent meetings will promote constructive dialogue between stakeholders.

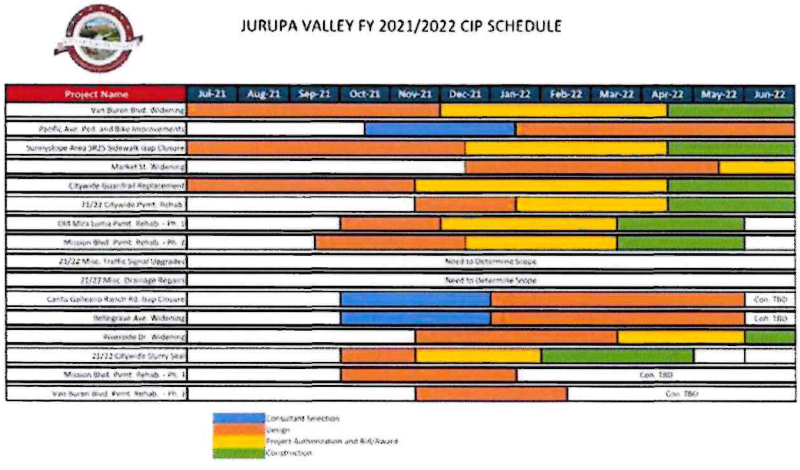
Mutual buy-in can be established on areas of concern, performance expectations, goals, action items, methods of construction, design standards, code interpretations, milestones, etc. Our staff will serve as a facilitator and problem-solver to maintain forward momentum. They will visit the site to determine the improvements are practicable to existing site conditions and will try to anticipate issues to avoid future disputes.

HR Green also possesses a deep bench of in-house resources. We can call upon additional staff or specific technical proficiency from any of our offices across the nation to get your project back on schedule, if needed.

As discussed earlier, HR Green will implement the most appropriate proven best practice tools and technologies to reduce paper, save time and money, enhance collaboration; and streamline communication and service delivery.

Some of these items include, but will not be limited to:

- Electronic plan check
- Permitting software
- Tracking logs
- Smartphone and tablet-based field applications
- Monthly progress reports
- GIS interface to track data and manage infrastructure assets
- Maximize usage of City's mapping and integration platform and decision-making tool to track data and identify trends in CIP, permit, and maintenance activity; infrastructure assets; actions; and results



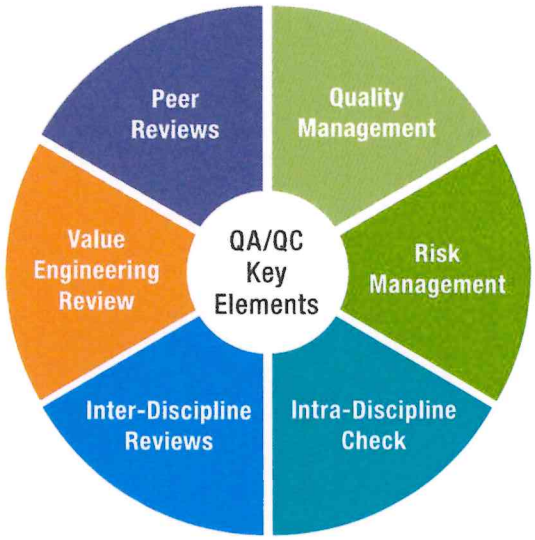
Quality Assurance and Quality Control Program

HR Green understands that Quality Assurance (QA) and Quality Control (QC) rely on more than just a quality product; it relies on the processes and management that it takes to deliver that product. The benefit of this to the City is working with a consultant who has established a Quality Management Plan that is distributed company-wide, which streamlines processes and identifies roles on a project-by-project basis.

Derek Wieske, PE, will be the QA/QC Manager for this project with the responsibility for verifying that the QC processes outlined in the Quality Management Plan are adhered to by using an ongoing QA audit process.

QA/QC Program Elements

1. **Quality Management Plan (QMP)** – A QMP will be prepared by the Project Manager and approved by the Quality Manager for each project. It will be reviewed and adopted by the team at the kickoff meeting. This plan will set forth the quality control and assurance procedures to be used, key staff and their roles and schedules for the various reviews to be conducted.
2. **Risk Management Plan** – A Risk Management meeting will be held and a Risk Management Plan will be prepared. The purpose of this plan is to identify and mitigate technical risks which would endanger the project schedule or budget. This meeting is chaired by the Project Manager assisted by the QM and in-cludes all discipline leads. Example risks include determining acquisition needs, construction cost, and permitting. All three of these can delay the project, but early identification and mitiga-tion will help keep the project moving.
3. **Intra-Discipline Check** – Ongoing quality control checking of documents will be the responsibility of the Task Leaders in accordance with the project QMP. The Task Leader will perform the check or assign an experi-enced member of the designer's discipline to complete the check. In addition, a QA review will take place prior to contract submittals to affirm the QC procedures have been followed.
4. **Inter-Discipline Reviews** – These reviews focus on coordination between disciplines, interference checks and systems inte-gration. This review would take place before each submittal and be performed by senior technical staff with experience in multiple disciplines.



5. **Constructibility/Value Engineering Review** – Prior to each contractual submittal, a Constructibility/ Value Engineering review will take place. This review is performed by construction staff and focuses on construction methods and techniques to identify problems and optimize schedule and cost.
6. **Peer Reviews** – Prior to the conceptual design completion submittal, a peer review will be performed by a senior engineer not previously involved with the project. The focus of this review will include key elements as well as mitigation issues from the Risk Management Plan.

Each team member has specific quality assurance responsibilities; however, the primary responsibility for quality assurance rests with the Program/Project Manager. They are responsible for client communications, act as the liaison among the project team members, and are responsible for meeting the project schedule.

HR Green's Forward-Thinking Approach

HR Green is at the forefront of leveraging industry-recognized thought leadership, alternative service delivery options, best practices, and cutting-edge technology to save time and money, enhance operational efficiencies, procure funding, and deliver long-term sustainability. Below are a few examples that can add overall value to your community in this category:

LOOKING FORWARD

Alternative Pavement Design

The annual rehabilitation of residential street pavement places a priority on accelerating the design and construction to mitigate impacts to residents. HR Green has successfully worked with the region's leading paving contractors to provide an alternate GIS-based approach to traditional PS&E preparation to save time and money by 20-30%.

The established way to prepare plans for most types of projects is to perform a design/field survey in order to collect an existing inventory of field items (e.g., manholes, water valves, fire hydrants, etc.) as well as to prepare base plans. Many projects still require this level of detail. However, by utilizing existing GIS data (obtained by HR Green without the need for the City to have a system) as well as through a thorough field reconnaissance, we can prepare plan sheets with all of the requested and necessary information at a considerable cost savings to the City. By utilizing and preparing preliminary plans based upon GIS, we can import any utility information the City already has available.

Collaboration and Communication

Upon project assignment from the City, HR Green will identify a Project Manager. The Project Manager will be 100% available to the City during the duration of the project and will actively monitor the design team and provide updates on a bi-weekly basis, or as directed by the City, to all project stakeholders. As needed, project progress meetings will include Bluebeam Studio sessions; these would allow for active real-time collaboration between the City and the HR Green team.

Internally, the Project Manager will have weekly progress meetings to ensure the project is moving at or ahead of the required schedule. Our office environment is designed to promote collaboration among the design team and project managers. When COVID-19 precautions and restrictions didn't allow the full-capacity use of our offices, our team was quick to set up project forums using Zoom. For the past three years, our team has maintained project chat forums for projects' progress; this new mode of communication has become the best way to keep the entire team in the loop on a daily basis and has proven to boost our team efforts and time use.

Fiber Broadband/Smart City Design

HR Green staff members have been instrumental in fiber and broadband/Smart City assessments, visioning, planning, design, program management, and deployment nationally. We offer comprehensive small cell/5G consulting, including assessments, public policy development, design standard development, plan check, inventorying, permit processing, GIS mapping and program management. In addition, we have provided education to municipalities and the industry through in-house, nationally-recognized thought leaders, including at national symposiums, on future proofing options to leverage emerging technologies and Smart City/agency solutions and respond to new legislation/mandates.

E. Understanding of Scope of Work

HR Green has the qualified proposed staff, successful experience, and proven best practices to provide the services and produce the deliverables detailed in your RFP. Our primary goal for the City is to implement a management, staffing and resource plan, assign appropriate administrative services, and create best practices and a service delivery model for the City's needs. We will not only align our services to your mission and expectations, but also provide the best value, quality, and operational efficiency by incorporating the latest technology, paperless processes, public outreach (as necessary) and streamlined communication amongst all parties.

The City of Placentia has a robust Capital Improvement Program (CIP) covering various types of projects. The infrastructure projects listed throughout the CIP are the critical projects that residents and visitors to the City expect to be completed. The higher profile projects (i.e., ADA Transition Plan, Public Works Asset Management Plan, parking lot upgrades, modernization of Public Safety Center, etc.) require careful planning, community involvement, value engineering, and clear design services. Given the size and complexity of the projects, the City needs a multi-faceted engineering firm to effectively complete the budgeted projects. To assist the City in completing these important public improvements, HR Green is proposing a full range of experienced staff members to help meet your current needs and future goals. Our proposed staff have successfully provided these services for municipal agencies throughout Orange County and Southern California. We will implement a plan that is responsive to your needs, will remain flexible to changing conditions, and match the right mix of staff.

Realizing the City's primary source of funding for infrastructure is Measure U, the City needs to be diligently moving projects forward to completion. Although the majority of Measure U funding is allocated towards street projects (approximately 70%), there is still available funding for the projects that help make neighborhoods proud to be part of Placentia. The aggressive budget and schedule to maintain and upgrade City parks is what helps.

One thing that the majority of the projects listed throughout the seven-year CIP document have in common is the project delivery. Regardless of the funding source, the City needs a team that can be relied upon to take a project from the early planning stages, through design, and ultimately construction. Whether the project is the annual street resurfacing or development of the ADA Transition Plan, the City can rely on HR Green to work collaboratively through the preparation of progress submittals at various stages of completion (i.e., 50%, 90%, and 100% completion). HR Green understands that the development of a project from beginning to end could be a multi-discipline team, or an all-encompassing single consultant, yet, needs to be a seamless experience for the City.

Along with the development and execution of infrastructure projects comes the necessary construction support services. HR Green understands the importance of delivering a high quality design project doesn't end once submitted to the City for bidding. HR Green stands behind the work and will provide the City with the necessary construction support services to ensure the questions are resolved quickly. We provide the seamless transition from design to construction since we perform value engineering reviews of the projects prior to final delivery, while utilizing this same staff to perform the needed field functions during construction.



F. References

HR Green is pleased to provide examples of our work with other municpalities and specific references beginning on the next page.

Additionally, HR Green has had no contracts terminated within the past three years.

HR Green Knows Orange County Area Agencies

HR Green and our proposed staff members have worked with many agencies within Orange County. Below is a representative list of nearby agencies we have, or are currently, serving:

Orange County Agencies	Services Provided
City of Placentia ▲ ▲	City Engineer, Design Engineering, Staff Augmentation, Plan Review (Structural, Civil), NPDES Compliance, Construction Management, Inspection
County of Orange ▲ ▲	Staff Augmentation, Plan Review (Building, Structural, Civil), Building Inspection, Construction Management, Front Counter Permit Processing
City of Santa Ana ▲	Plan Review (Building)
City of Orange ▲ ▲	Building Official, Building Department Administration, Plan Review (Building), Building Inspection, Staff Augmentation
City of Laguna Hills ▲	Building Official, Building Department Administration, Plan Review (Building, Civil), Building Inspection (Building, Public Works), Permit Processing, Construction Management, Staff Augmentation
City of Garden Grove ▲	Building Official, Code Interpretation, Front Counter Permit Processing
Orange County Transportation Authority ▲	Construction Management, Inspection
City of Anaheim ▲ ▲	Construction Management, Inspection, Plan Review (Building, Civil)
City of Huntington Beach ▲	Civil Plan Review
City of San Juan Capistrano ▲	Building Plan Review
City of Irvine ▲	Construction Management, Inspection, Building Plan Review
City of Laguna Beach ▲ ▲	Design Engineering, CIP Project/Program Management, Permit Technician, Small Cell Consulting, Construction Management
City of Yorba Linda ▲	Plan Review, Staff Augmentation, Engineering, Construction Management, Inspection
City of Brea ▲	Permit Processing
City of Rancho Santa Margarita ▲	City Engineering, Design, Program/Project Management, Civil Plan Review Building & Safety (Plan Review, Inspection, Permit Processing), Construction Management, Staff Augmentation
City of Laguna Niguel ▲	Transportation Planning and Review
City of Fullerton ▲	City Engineering, Design, CIP Project/Program Management, Land Development, Plan Review (Building, Civil)
City of Mission Viejo ▲	Plan Review (Civil)
City of San Clemente ▲	Plan Review (Civil)

Legend

▲ HR Green Firm Experience ▲ Personal Staff Experience



On-Call Civil Engineering Services | City of Jurupa Valley

Since 2011 HR Green has provided a wide variety of on-call consulting for public works projects, including **civil engineering, design, on-site staff augmentation, departmental management, staff report preparation, project/program management, grant funding procurement and administration, master planning, PS&E preparation, GIS system maintenance and updates, asset management, utility coordination, permitting, land development coordination, plan review, map review, bid administration, construction management, and inspection**.

Civil Engineering: Our staff members have overseen the design and construction of 150 miles of pavement rehabilitation as well as Complete Streets and Green Streets by leveraging federal, state, and regional funding (ATP, HSIP, Safe Route to Schools, SB1, CalRecycle, etc.). Our staff has utilized rubberized asphalt strategies (saving Jurupa Valley construction costs of up to $70,000 and incorporating "Green" recycle methodologies, such as reuse of scrap tires and leveraging local processing facilities, leading to less pollution and truck activity). We created a Pavement Management Report and maintenance program. Recently, our staff completed a Citywide Master Plan for Streets and Trails.

From a **land development review** perspective, our staff created the development review and approval process, customized checklists/forms, and tested/implemented/continuously utilize Accela as the City's automated permitting system with a seamless CityView360° interface. We have also assisted with the development of engineering design standards and guidelines to facilitate the plan checking process. Our staff has leveraged electronic plan check, digital commenting, and mobile apps for web-based field inspections in real time; established development review processes; and consistently hold developer workshops and pre-planning meetings to facilitate the entitlement process. We have processed grading plans, improvement plans, architectural plans and maps for thousands of new residential units. HR Green also serves as the City NPDES Program Manager, overseeing compliance with federal, state, and regional water quality requirements.

Program Management: Our proven approach has allowed us to leverage multi-faceted staff in different roles to do more with limited staff compared to other similar sized municipalities (cross-trained staff who can seamlessly handle multiple duties and address changing needs). We have embedded 40+ staff conceptualizing, implementing, and managing programs and projects for the public works, engineering, and building departments. Our engineers have provided overall planning, coordination and control of CIP projects ($9+ million annual CIP) from inception to completion in order to produce functionally and financially viable projects completed on time within authorized costs and to the required quality standards.

REFERENCE

Rod Butler
City Manager

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"The City of Jurupa Valley continues to be very pleased with the services that we are receiving from HR Green. HR Green provides highly competent and experienced staff at reasonable hourly rates. In an active and fast-growing city like Jurupa Valley, being able to supplement our internal team with well-managed contract staff makes us all the more effective in serving our residents and the development community."

Rod Butler
City Manager
City of Jurupa Valley

SAMPLE PROJECTS:



Limonite Avenue Widening: HR Green prepared conceptual design, final design oversight, construction management, and inspection and materials testing coordination of the $5M widening of the major arterial connecting Interstate 15 to businesses, new residential developments and City Hall, involving masonry/poured retaining walls, RCP storm drain, CMLC water main relocation, monument entries, extended an existing equestrian/pedestrian undercrossing connector to adjacent parkland to enhance pedestrian and bicycle facilities, utility coordination, extensive PCC work (curb, gutter, ADA ramps, sidewalk, etc.), bridge widening, embankments, signal modification, and ARHM overlay. The project recycled the existing base material in-place rather than hauling off and importing new, virgin base material. This conserved natural resources and reduced mining operations and truck trips, thereby saving fuel and reducing pollution. Our staff also developed a multi-modal traffic management plan for reducing traffic impacts during the closure as well as a community outreach program.

Van Buren Boulevard Widening: HR Green prepared the final PS&E package for the widening of the existing 4-lane arterial to a 6-lane expressway while maintaining the raised center median. The roadway was widened with new curb and gutter, and the shoulder on the west side was graded for a future multi-purpose trail. Due to the close proximity to residential development on the west side and a Union Pacific Railroad on the east side, retaining walls were designed throughout most of the corridor to avoid significant cut/fill slopes on private property. In addition to the retaining walls, a new sound wall was placed along the entire west wide of the project. In addition to the street improvements new storm drain was added where necessary and existing culverts were modified to accommodate the new improvements. An existing signalized intersection was also modified to accommodate the new travel lanes. With Van Buren Boulevard being such a heavily traveled roadway during peak hours detailed staging plans were required. Permanent right-of-way or temporary construction easements were required in order to construct the project at 13 parcels.

Citywide Pavement Rehabilitation Program: HR Green prepared PS&Es for seven project phases. In order to expedite the design process the HR Green team utilized a GIS-based plan approach. We were able to design, bid, and construct $9M worth of neighborhood pavement rehabilitation projects in 18 months.

Citywide Guardrail Upgrades: HR Green prepared plans for the upgrade of all existing non-standard guardrail segments throughout the City. This included 19 locations and 28 segments. This project also included the grant administration and processing through Caltrans for the HSIP funds.

Mission Boulevard ADA Improvements: This project included the removal and reconstruction of 50 existing non-compliant ADA access ramps to bring up to current ADA regulations on Mission Boulevard between Ben Nevis and Valley Way. As part of the design we did a thorough field review of all existing ramps to document existing conditions and identified which ramps could be protected in place. Design survey and detailed ramp designs were completed for several of the ramps that were non-standard or where a standard plan could not be used.

Sunnyslope Area SR2S Sidewalk Improvements: HR Green staff designed nearly two miles of new sidewalks in the vicinity of Sunnyslope Elementary School. The project included new sidewalks, new ADA access ramp bump-outs to shorten crossings, a pedestrian activated rectangular rapid flashing beacon at an uncontrolled school crossing, and new high visibility crosswalks throughout the project. The design had to consider the steep grade changes at the residential properties, most of which sat below the existing roadway.

Construction Management/Inspection: We provide construction management and inspection of 2,000+ housing units and mixed-use developments as well as a more than $9M annual CIP Program (roadway widening, drainage improvements, Safe Route to Schools, congestion relief).



On-Call Civil Engineering Services | City of Pomona

Since 2013, HR Green has maintained various on-call civil engineering, design, plan check, and project management contracts with the City. We have provided design engineering of various roadway, alley way, sidewalk, curb and gutter, and ADA compliance projects citywide. HR Green also provides on-call project management, staff augmentation, and plan review. Comprehensive review services include civil, traffic, railway, environmental and structural engineering, surveying, architecture, landscape, planning, and CEQA/NEPA.

SAMPLE PROJECTS:

Staff Augmentation: HR Green has provided on-call project management, staff augmentation, and plan review for the Gold Line light rail project, including the extension of the Light Rail Transit line through the City, two bridges at Garey and Town Avenues, and a flyover heavy rail west of Towne Avenue Comprehensive review services include civil, traffic, railway, environmental and structural engineering, surveying, architecture, landscape, planning, CEQA/NEPA and related proposed work. We have also assisted the City with permit coordination and processing.

Holt Avenue Complete Streets: HR Green has provided the planning, design, and construction management of a new raised center median along 4 miles of the corridor, which required thorough traffic analysis and forecasting to document existing and future conditions. Four design concepts were presented to the public and City Council before the final design, which included reconstruction of the existing pavement, new signing and striping, traffic signal modifications, street lighting, new median and parkway landscaping, trail design within an adjacent park including outdoor workout equipment, protection of the exiting sanitary sewer under the proposed median, water and sewer main improvements, and stormwater improvements.

Districts 3, 5 & 6 Improvements: Priority improvement plans were identified for priority locations located within several City districts and involved a combination of plan view only and plan/profile for four streets, a cul-de-sac and two alleys. HR Green prepared construction bid drawings for the cold mill and overlay, restriping drawings, technical specifications and an engineer's estimate of probable construction costs.

REFERENCE

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Principal Engineer

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P: 909.602.3652
E: matt_pilarz@ci.pomona.ca.us

"I want to say great work to . . . the HR Green Team for their hard earned work in getting us to this point with this Clean California Grant and our Holt project. I am very pleased with the team attitude and the respect, care, and loyalty that HR Green has shown through all our projects. I am confident that we will be able to have an executed agreement and a Holt project that will deliver the criteria we have defined as we set out to make it a reality for our residents. Great work!"

Arnold E. Dichosa, PE
City Engineer
City of Pomona

On-Call Civil Engineering Services | City of Pomona *(continued)*

Arroyo Park Sidewalk Improvements: HR Green prepared construction bid drawings for the sidewalk improvements along Arroyo Park Drive from Arroyo Avenue to Arroyo Avenue (roughly 1,000 linear feet). This included topographic survey and right-of-way mapping for the project area. Private improvements within the public right-of-way were identified to be removed, relocated, or protected. Reconstruction of all existing driveway approaches were identified and details were provided to maintain ADA compliance throughout the path of travel.

Phillips Ranch Road Pavement Rehabilitation: HR Green prepared street improvement plans for this small stretch of Phillips Ranch Road between Scenic Ridge Road and Village Loop Road crossing over State Route 60. Per the City's PMP a 2" cold mill of the entire surface and 2" ARHM overlay were designed. A thorough field reconnaissance was performed to confirm that was the correct treatment. In addition to the pavement rehabilitation, coordination with Caltrans was necessary to plot existing Caltrans ROW and to obtain the necessary encroachment permits.



District 4 Alley Improvements: HR Green prepared alley improvement plans for two existing alley segments within District 4 of the City. The improvement plans included plan/profile design for Alley 1 - north of Monterey Avenue between Palm and Paloma and Alley 2 - south of Monterey Avenue between Palm and Paloma. This included topographic survey and right-of-way mapping for the two alleys. Permeable concrete was called for the in ribbon gutter of Alley 2 along with the placement several dry well inlets in order to alleviate flooding concerns and the downstream end of the alley.

Mission Boulevard: HR Green provided construction management for the installation of Americans with Disability Act (ADA) improvements, signal conduit and minor drainage improvements on Mission Boulevard. The $4M project is immediately adjacent to commercial and residential properties that needed to be kept informed as to the progress of the project as well as given advanced notice anytime access to their property would be impacted. HR Green worked proactively with the City's contractor to minimize disruption and resident complaints. Also required oversight of contractor claims, federal funding requirements and field operations to verify the project was completed in conformance with contract documents and that the City had all the necessary documentation to be expeditiously reimbursed by state and/or federal agencies. Activities included developing an emergency response plan, QA/Inspection plan, disputes/claims management plan and a variety of documentation and records management.



On-Call Civil Engineering Services | City of Claremont

HR Green provides on-call engineering, on-call plan review/project management, and roadway design, including the preparation of improvement plans for several projects to better service pedestrians, bicyclists, and improve the overall driveability of roadways.

SAMPLE PROJECTS:

Towne Avenue Street Improvements: Towne Avenue is a main corridor in Claremont. It is only one of two roads in Claremont with access to the 210 freeway, making it one of the heaviest used routes in the City. HR Green provided design services for improvements to Towne Avenue that incorporated "complete streets." This design included the addition of new landscaped medians down the center of Towne Avenue and tree wells along the sidewalks on both sides of the street. New bulb outs were also incorporated into the design to slow down traffic and allow for a more comfortable and safer path for pedestrians when crossing the street. New Class IV protected bike lanes and bike boxes at the intersections were designed to increase visibility and better serve bicyclists, while improving the drivability of the road for motorists. Driving lanes and bike paths have been designed to be separated by small, landscaped medians reducing stress of both bicyclists and motorists. Traffic signal enhancements were also part of the project. Such improvements included upgraded signal lights, Intelligent Accessible Pedestrian Systems (APS) and new video detection. Other features and amenities included pavement rehabilitation, landscape, and hardscape upgrades. Such features included sidewalk and driveway replacement and new ADA ramps to replace existing ramps. HR Green also designed "green street" components, incorporating Modular Wetland devices at existing catch basins and infiltration trenches within the center medians when possible. HR Green is now providing complete construction management and inspection services.

Mt. Baldy Road Pavement Rehabilitation: In 2019 HR Green prepared improvement plans for Mt. Baldy Road between North Mills Avenue and Grand Avenue with plan view only GIS-based plans. HR Green prepared construction bid drawings for the cold mill and overlay, re-striping drawings, technical specifications, and an engineer's estimate of probable construction costs. HR Green's GIS-based approach saved the City roughly 15% in engineering fees.

REFERENCE

Maria Tipping
City Engineer

City of Claremont
207 Harvard Avenue
Claremont, CA 91711
P: 909.399.5474
E: mtipping@ci.claremont.ca.us





On-Call Civil Engineering Services | City of Rancho Cucamonga

Since 2019, HR Green has provided staff augmentation, project management, design, engineering, and surveying of public improvements, including traffic signal modifications, road widening, Complete Street, ADA improvements, and pavement rehabilitation projects.

SAMPLE PROJECTS:

W. Foothill Boulevard Complete Street Improvements: HR Green designed multi-modal street improvements which included narrowing the existing 90' roadway to 54' with new curb and gutter, a separated Class IV cycle track and 6' separated sidewalk on the south side, new 10' sidewalk/trail on the north side, signal modifications to two intersections, a new traffic signal, new parkway landscaping throughout, reconstruction of the existing pavement, street lighting, and new storm drain. By incorporating crucial pedestrian and cycling facilities inside the existing right-of-way and reducing the widths of travel lanes without decreasing capacity, the project improves safety for all users. The development of the new Class IV cycle track on the south side connects to existing Class II facilities to the east of the project which was also modified to provide a better and safer transition for cyclists.

Foothill Boulevard Pavement Rehabilitation: HR Green provided improvement plans, including separate signing and striping plans with the addition of buffered Class II bike lanes, specifications, and cost estimates for the rehabilitation of the 2.5 mile stretch of Foothill Boulevard between Milliken Avenue and East Avenue. The replacement of existing ADA facilities was also provided with a detailed survey and design of each individual access ramp. The project also included traffic signal modifications at each of the existing signalized intersections to provide new video detection systems throughout the corridor. In addition HR Green coordinated with Caltrans to obtain permit approvals for the construction of the project.

Etiwanda Grade Separation: HR Green assigned a Civil Engineer in a staff augmentation project management role for utility coordination involving the scheduling and facilitation of a weekly meeting with over a dozen utility purveyors to relocate their utilities for the project. Our staff maintained a running matrix with all utilities and the status of their progress to keep on top of each stage and monitor that they stay on schedule. This involved preparing utility agreements and providing CAD support by creating utility and right-of-way exhibits for City Council and other coordination meetings.

REFERENCE

Romeo David
Associate Engineer

City of Rancho Cucamonga
10500 Civic Center Drive
Rancho Cucamonga, CA 91730
P: 909.774.4070
E: romeo-david@cityofrc.us

"I would like to express our sincere appreciation to HR Green for their contribution to delivering Civil Design project plans to our Engineering Department. We thank HR Green for their professionalism and experience in providing Civil Design for various projects. We highly recommended the HR Green team to anyone who looks for a guaranteed quality of service level."

Romeo David
Associate Engineer
City of Rancho Cucamonga



On-Call Civil Engineering Services | City of Palos Verdes Estates

Since 2015, HR Green has provided full staffing services, including, but not limited to building and safety administration, construction and project management, inspection, building official, plan check, city engineering, public works engineering, transportation planning, traffic engineering, CIP program management, staff augmentation, and grant writing/administration.

HR Green provides on-call engineering and design, construction management, and inspection of infrastructure improvements (e.g., pavement striping and marking on various roadways; annual street resurfacing and slurry seal program; and citywide drainage improvements and street repairs.). Our staff helps prioritize maintenance activities, catch basin cleaning, and placement of water quality BMPs due to El Nino.

We prepared a Pavement Management Program by integrating data from an older program that had been prepared in 2006 with only office updates in 2011. Data condition was assessed by a walking survey of 70 centerline miles of streets by a StreetSaver Certified Pavement Condition Rater. HR Green also completed a 10-year CIP management plan for the city. The CIP plan includes a complete analysis of all potential capital improvement needs the city may require.

REFERENCE

Anastasia Seims
Public Works Director

City of Palos Verdes Estates
340 Palos Verdes Dr. West
Palos Verdes Estates, CA
90274
P: 310.378.0383 x819
E: aseims@pvestates.org

"[HR Green staff] go above and beyond to provide services to residents, contractors, utility companies, and other City Staff. [They] address every problem with a solution-oriented attitude and always strive to improve and build upon the processes in place. [HR Green] is a great asset to the City and a core member of our team."

Anastasia Seims
Public Works Director
City of Palos Verdes Estates

SAMPLE PROJECTS:

Via Coronel and Zurita Sanitary Sewer: HR Green prepared Sewer Improvement Plans for the extension of an 8" vitrified clay pipe (VCP) within Via Coronel and the abandonment and realignment an existing 8" VCP line off Via Zurtia. The realignment was designed with an 8" vitrified clay jacking pipe (VCJP) installed via directional boring located within an easement. This project also included a temporary sewer bypass line, the replacement of sewer manholes, and the reconstruction of an existing manhole. This project required coordination with the property owners and the Los Angeles County Sanitation Districts.

Via Campesina Street Improvements: HR Green prepared Street Improvements and Signing and Striping Plans from Via La Cuesta to Paseo Del Campo. This project included cold milling of existing AC pavement, Asphalt Rubber Hot Mix (ARHM) overlay, construction of 8" AC berm, localized pavement repairs, and localized concrete repairs.

2021-2022 Street Improvement Project: HR Green prepared Street Improvement and Signing and Striping Plans for approximately 2 miles of road along the coast. This project included cold milling of existing AC pavement, Asphalt Rubber Hot Mix (ARHM) overlay, construction of new concrete curb and gutter, and localized pavement repairs. Because this is primarily a residential area, coordination with the local schools was essential.

APPENDIX C

CERTIFICATION OF PROPOSAL TO THE CITY OF PLACENTIA

1. The undersigned hereby submits its proposal and, by doing so, agrees to furnish services to the City in accordance with the Request for Proposal (RFQ), dated October 2023, and to be bound by the terms and conditions of the RFQ.

2. This firm has carefully reviewed its proposal and understands and agrees that the City is not responsible for any errors or omissions on the part of the proposer and that the proposer is responsible for them.

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

4. The proposal includes all of the commentary, figures and data required by the Request for Proposal, dated October 2023.

5. This firm has carefully read and fully understands all of the items contained in Section 7, General Requirements. This firm agrees to all of the general requirements except for those disclosed by the firm in project proposal, listed on an attachment. Please see attached requested legal exceptions.

6. The proposal shall be valid for 90 days from October 5, 2023.

Name of Firm: HR Green Pacific, Inc.

By: Timothy J. Hartnett
(Authorized Signature)

Type Name: Timothy J. Hartnett

Title: President, Governmental Services

Date: October 26, 2023

Requested Legal Exceptions

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also represents warrants that it is familiar with all applicable laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement. Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. Officers and employees shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section.

in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices.

1.3. Performance to Satisfaction of City of Services. Consultant agrees to perform all the work to the complete satisfaction of the City and within the hereinafter specified. Evaluations of the work will be done by the City Administrator or his or her designee. If the quality of work is not satisfactory does not meet this standard, City in its discretion has the right to:

(a) Meet with Consultant to review the quality of the work and resolve the matters of concern;

(b) Require Consultant to repeat the work at no additional fee until it is satisfactory such standard of care is met; and/or

(c) Terminate the Agreement as hereinafter set forth.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

(d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars ($1,000,000.00), ~~combined single limits,~~ per occurrence and aggregate. ~~Architects' and engineers' coverage shall be endorsed to include contractual liability.~~ If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

(b) Notice: "Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; ~~(2) the limits of any of the required polices are reduced;~~ (3) or the deductible or self insured retention is increased. In the event of any cancellation ~~or reduction in coverage or limits of any insurance,~~ Consultant shall forthwith obtain and submit proof of substitute insurance. Should Consultant fail to immediately procure other insurance, as specified, to substitute for any canceled policy, the City may procure such insurance at Consultant's sole cost and expense."

(c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Placentia, its officers, officials, agents, employees, ~~and volunteers~~. Any other insurance maintained by the City of Placentia shall be excess and not contributing with the insurance provided by this policy."

(d) ~~Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Placentia, its officers, officials, agents, employees, and volunteers.~~

(e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. ~~No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.~~

6.8. Indemnification and Hold Harmless. Consultant agrees to ~~defend,~~ indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at Consultant's sole expense, from and against any and all ~~claims, demands, actions, suits or other legal proceedings arising out of, pertaining to, or relating to~~ damages, liabilities, costs to the extent caused by the negligence, recklessness, or willful misconduct of Consultant brought against the City, its elected and appointed officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. ~~The defense obligation provided for hereunder shall apply whenever any claim, action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents and employees based upon the negligence, recklessness, or willful misconduct of the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable.~~ Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

HRGreen®

PACIFIC

CITY OF PLACENTIA
PROFESSIONAL SERVICES AGREEMENT
WITH
INFRASTRUCTURE ENGINEERS, A BOWMAN COMPANY

THIS AGREEMENT is made and entered into this 21ST day of November, 2023 ("Effective Date"), by and between the CITY OF PLACENTIA, a municipal corporation ("City"), and Infrastructure Engineers, A Bowman Company, a California corporation ("Consultant").

W I T N E S S E T H:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide on-call civil engineering services as more fully described herein; and

B. WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. WHEREAS, City and Consultant desire to contract for the specific services described in Exhibit "A" (the "Project") and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in Consultant's Proposal ("Proposal"), attached hereto as Exhibit "A" and incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement. Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. Officers and employees shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City and within the hereinafter specified. Evaluations of the work will be done by the City Administrator or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

(a) Meet with Consultant to review the quality of the work and resolve the

matters of concern;

(b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or

(c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.5. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. 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. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, a notice setting forth provisions of this non-discrimination clause.

Consultant shall, in all solicitations and advertisements for employees placed by, or on behalf of Consultant shall state that all qualified applicants will receive consideration for employment without regard to age, race, color, religion, sex, marital status, national origin, or mental or physical disability. Consultant shall cause the paragraphs contained in this Section to be inserted in all subcontracts for any work covered by the Agreement, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense. All insurance requirements contained in this Agreement are independently applicable to any and all subcontractors that Consultant may engage during the term of this Agreement.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and

employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "A." Consultant's total compensation shall not exceed Five Hundred Thousand Dollars ($ 500,000.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal or which is inconsistent with or in violation of the provisions of this Agreement unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable. Should the City request in writing additional services that increase the hereinabove described "SCOPE OF SERVICES", an additional fee based upon the Consultant's standard hourly rates shall be paid to the Consultant for such additional services.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the Effective Date.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit "A." The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party. If a delay beyond the control of the Consultant is encountered, a time extension may be mutually agreed upon in writing by the City and the Consultant. The

Consultant shall present documentation satisfactory to the City to substantiate any request for a time extension.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of three years, ending on November 21, 2026, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. One (1) two-year extension is available on Consultant performance and at the discretion of the City. Approval of the term extension is contingent upon City Council review and approval at the conclusion of the initial three-year term.s

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing at least fifteen (15) days prior written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City. If the City suspends, terminates or abandons a portion of this Agreement such suspension, termination or abandonment shall not make void or invalidate the remainder of this Agreement.

If the Consultant defaults in the performance of any of the terms or conditions of this Agreement, it shall have ten (10) days after service upon it of written notice of such default in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

The City shall have the right, notwithstanding any other provisions of this Agreement, to terminate this Agreement, at its option and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement, immediately upon service of written notice of termination on the Consultant, if the latter should:

a. Be adjudged a bankrupt;

b. Become insolvent or have a receiver of its assets or property appointed because of insolvency;

c. Make a general assignment for the benefit of creditors;

d. Default in the performance of any obligation or payment of any indebtedness under this Agreement;

e. Suffer any judgment against it to remain unsatisfied or unbonded of record for thirty (30) days or longer; or

f. Institute or suffer to be instituted any procedures for reorganization or rearrangement of its affairs.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination within thirty-five (35) days after service of the

notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant. City shall not be liable for any claim of lost profits.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

(a) Broad-form commercial general liability, in a form at least as broad as ISO from #CG 00 01 04 13, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars ($1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit. If Consultant maintains higher limits that the specified minimum limits, City requires and shall be entitled to coverage for the high limits maintained by the Consultant.

(b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars ($1,000,000.00), combined single limits, each incident for bodily injury and property damage.

(c) Workers' compensation insurance as required by the State of California and Employers Liability Insurance with a minimum limit of $1,000,000 per accident for any employee or employees of Consultant. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers for losses arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

Before execution of this Agreement by the City, the Consultant shall file with the Public Works Director/City Engineer the following signed certification:

> I am aware of, and will comply with, Section 3700 of the Labor Code, requiring every employer to be insured against liability of Workers' Compensation or to undertake self-insurance before commencing any of the work.

The Consultant shall also comply with Section 3800 of the Labor Code by securing, paying for and maintaining in full force and effect for the duration of this Agreement, complete Workers' Compensation Insurance, and shall furnish a Certificate of Insurance to the Public Works Director/City Engineer before execution of this Agreement by the City. The City, its officers and employees shall not be responsible for any claims in law or equity occasioned by failure of the consultant to comply with this section.

Neither the CITY nor any of its elected or appointed officials, officers, agents, employees, or volunteers makes any representation that the types of insurance and the limits specified to be carried by Consultant under this Agreement are adequate to protect Consultant. If Consultant believes that any such insurance coverage is insufficient, Consultant shall provide, at its own expense, such additional insurance as Consultant deems adequate.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions as worded below:

(a) Additional insureds: "The City of Placentia and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."

(b) Notice: "Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required polices are reduced; (3) or the deductible or self-insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, Consultant shall forthwith obtain and submit proof of substitute insurance. Should Consultant fail to immediately procure other insurance, as specified, to substitute for any canceled policy, the City may procure such insurance at Consultant's sole cost and expense."

(c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Placentia, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Placentia shall be excess and not contributing with the insurance provided by this policy."

(d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Placentia, its officers, officials, agents, employees, and volunteers.

(e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self-Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance and endorsements shall be attached hereto as Exhibit "B" and incorporated herein by this reference.

5.5. Non-limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Administrator or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement. It shall be the Consultant's responsibility to assure that the Project Manager is kept informed of the progress of the performance of the services and the Consultant shall refer any decision, which must be made by City, to the Project Manager. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Project Manager.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement and who shall not be

changed by Consultant without the express written approval by the City. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement, or the work hereunder may be provided by personal delivery, facsimile or if mailed, shall be addressed as set forth below and placed in a sealed envelope, postage prepaid, and deposited in the United States Postal Service. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 72 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:	IF TO CITY:
Infrastructure Engineers, A Bowman Company 3060 Saturn Street, #250 Brea, CA 92821 Tel: 714-940-0100	City of Placentia 401 E. Chapman Placentia, CA 92870 Tel: 714-993-8132
Attn: Sid Mousavi	Attn: Chris Tanio

6.5. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.6. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California. Consultant agrees to submit to the personal jurisdiction of such court in the event of such action.

6.7. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.8. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings brought against the City, its elected and appointed officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence, recklessness, or willful misconduct by the Consultant, its employees,

and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, recklessness, or willful misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.9. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

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

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

6.11. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.12. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, preliminary notes, working documents, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City but shall be made available to the City within ten (10) days of request or within ten (10) days of termination. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, preliminary notes and working documents, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City. Consultant or Consultant's agents shall execute such documents as may be necessary from time to time to confirm City's ownership of the copyright in such documents.

6.13. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.14. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.15. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.16. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

6.17. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, the conflict shall be resolved by giving precedence in the following order, if applicable: This Agreement, the City's Request for Proposals, the Consultant's Proposal.

6.18. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.19. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.20. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.21. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.22. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.23. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. 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. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.24. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith

negotiations.

6.25. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF PLACENTIA,
A municipal corporation

_____ Date: _____
Damien R. Arrula, City Administrator

ATTEST:

_____
Robert S. McKinnell, City Clerk

CONSULTANT – Infrastructure Engineers, A Bowman Company

Sid Mousavi
_____ Date: 11/8/2023
Signature

Sid Mousavi
_____
Sid Mousavi, Senior Principal

92-3998477
_____
Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

_____ Date: _____
Christian L. Bettenhausen, City Attorney

APPROVED AS TO INSURANCE:

_____ Date: _____

Krystle Murillo, Risk Manager

APPROVED AS TO CONTENT:

Chris Tanio Date: 11/8/2023

Chris Tanio, Deputy Director/City Engineer

DEPARTMENTAL APPROVAL:

Luis Estevez Date: 11/8/2023

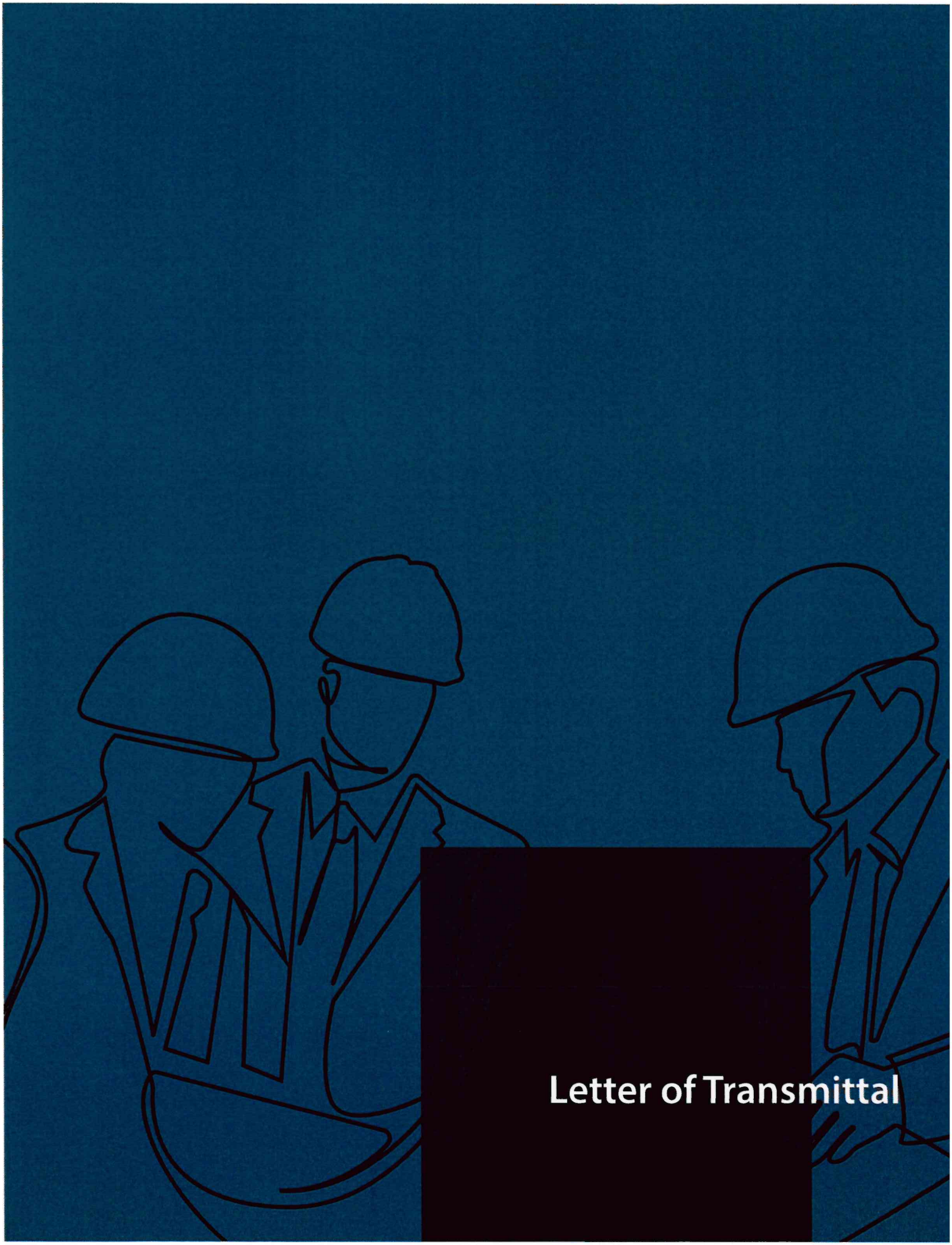
Luis Estevez, Deputy City Administrator

EXHIBIT A

CONSULTANT'S PROPOSAL AND SCOPE OF WORK

EXHIBIT B

CERTIFICATES OF INSURANCE AND ENDORSEMENTS



Letter of Transmittal

INFRASTRUCTURE ENGINEERS
a Bowman company

October 26, 2023

Chris Tanio, PE
Deputy Director / City Engineer
City of Placentia
401 E. Chapman Avenue
Placentia, CA 92870

RE: On-Call Civil Engineering Services

Dear Mr. Tanio:

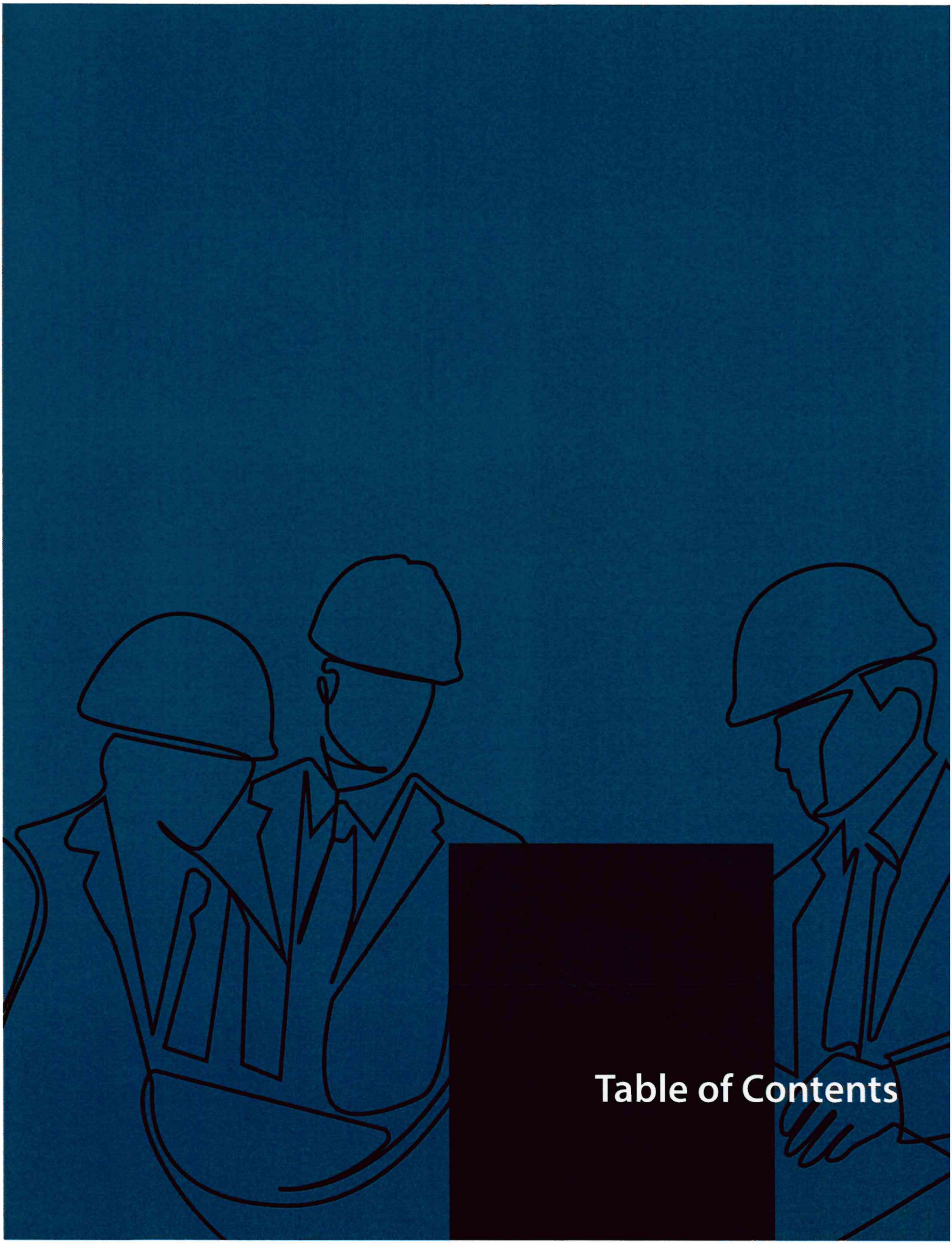
Infrastructure Engineers (IE), a Bowman company is honored to provide our qualifications for On-Call Engineering Services. IE has a reputation of meeting the expectations of our clients by employing experienced staff who understand civil engineering and have a solid foundation of the inner workings of the municipal office and public works process. Over 90% of our staff have worked for city governments as employees. We believe IE is your best choice to provide the requested services for the following reasons:

- Aidan Mousavi, MBA, PE, QSP / QSD, our proposed Project Manager has over 12 years of experience in various civil and traffic engineering disciplines. He also has experience with contract administration, design and regulatory compliance. Aidan has worked in various cities serving as CIP manager gaining a set of skills that assists municipalities with quality design and helps keep them within budget and schedule.
- IE staff exclusively service local agencies and have an extensive history of successfully providing a wide range of services. Our experience minimizes any training for managing CIP projects, which results in cost savings to our clients. We encourage the city to contact our references and confirm our successful track record with each client that we have had the privilege of working for.
- We understand the city is often faced with budget constraints. IE has a history of successfully delivering projects with very limited budgets. We are committed to working with the city to keep your project on time and within budget.
- Due to our experience dealing with many complex development projects, we bring fresh, new ideas to solve challenging issues facing any development project. Our staff rises to these occasions by working collaboratively with the city to find sound engineering design solutions. We possess the talent and capabilities to provide the city with the services described in the RFQ while maintaining your strict budgeting priorities.

As an officer of the firm, I am the Management Contact and am authorized to negotiate and contractually bind and extend the terms of our Statement of Qualifications (SOQ). I acknowledge receipt of all addenda in relation to this RFQ and this SOQ will remain valid for a period of not less than 90 days from the date of submittal. Aidan Mousavi, a principal of our company, will serve as the Project Manager and contact person throughout the evaluation period and will be responsible for the services listed in the RFQ. Aidan can be reached by phone at 714.940.0100, by fax at 714.940.0700, or by email at amousavi@infengr.com. We thank you for this opportunity to be of service to the City of Placentia.

Sincerely,

Sid Mousavi, MSCE, PE
Senior Principal



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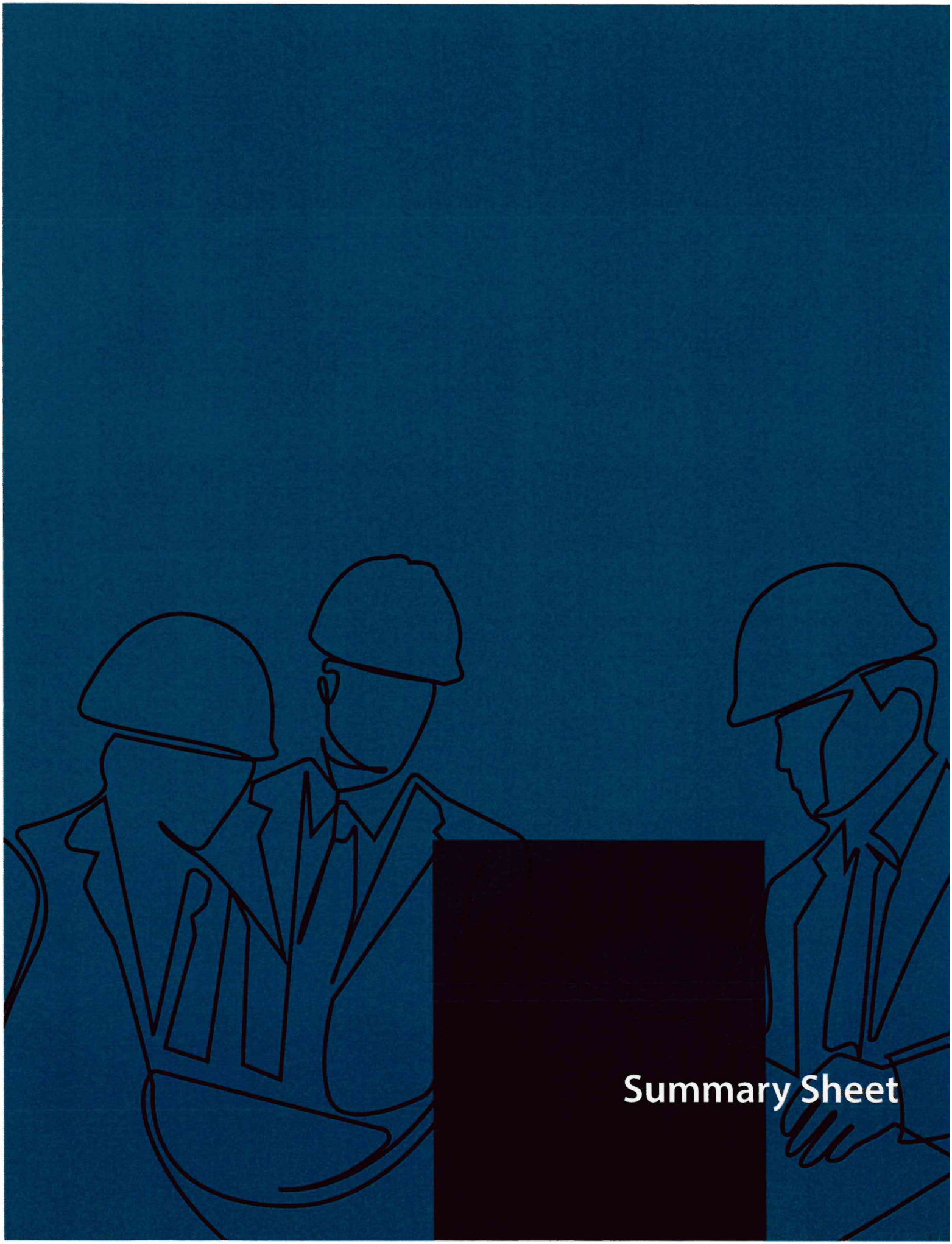


Summary Sheet

Summary Sheet

RFQ No. PW-23-03: ON-CALL CIVIL ENGINEERING SERVICES

APPENDIX B

SUMMARY SHEET

Firm Name: Infrastructure Engineers, a Bowman company

Firm Parent or Ownership: Bowman Consulting Group Ltd.

Firm Address: 3060 Saturn Street, #250, Brea, CA 92821

Firm Telephone Number: 714.940.0100

Firm Fax Number: 714.940.0700

Number of years in existence: 29

Management Contact (person responsible for direct contact with the City of Placentia and services required for this Request for Proposal):

Name: Sid Mousavi Title: Senior Principal

Telephone Number: 714.940.0100 Fax: 714.940.0700

Email: smousavi@infengr.com

Project Manager (Person responsible for day-to-day servicing of the account):

Name: Aidan Mousavi Title: Principal of Design Services

Telephone Number: 714.940.0100 Fax: 714.940.0700

Email: amousavi@infengr.com

Types of services provided by the firm: civil engineering, traffic engineering transportation engineering, construction management, building inspection, plan checking urban planning, environmental services, architecture, water engineering

Sid Mousavi, MSCE, PE

Principal-in-Charge

Education

M.S. Civil Engineering, California State Polytechnic University, Pomona

B.S. Civil Engineering, California State Polytechnic University, Pomona

B.S. Irrigation Engineering, Azerbaijan University, Iran

Registrations

Professional Civil Engineer: California (#42645)

Experience

Various Capital Projects | *City of South El Monte, CA*
Principal-in-Charge. Responsible for contract oversight of capital projects for the city, which include the Safe Route to School Project – Pedestrian Improvement Project, Durfee Avenue Project – Street and Median Improvement Project, Thienes Avenue Project – Street Improvement Project, and the New Temple Park Improvements – Prefabricated Modular Restroom.

City Engineer | *City of Bell Gardens, CA*
City Engineer. Responsible for approving all capital projects for the city and providing cost estimates and budgets for new and upcoming projects. Supervised various IE projects as the designated Principal-in-Charge. Participated in development meetings and provides support for various land development projects by establishing conditions for approval of projects. Supervised and directed traffic engineering and water engineering activities of the city. Attended City Council meetings and provides reports of engineering projects to the City Council. Oversaw the city's NPDES program and MS4 Permit compliance.

Professional Service | *City of Brea, CA*
Principal-in-Charge. Responsible for oversight of performance of professional services to provide plans, specifications and estimates for rehabilitation of alleys east of Brea Boulevard and south of Imperial Highway to Date Street, Downtown Parking Structure 1 Sewer Line Upgrade, and Sewer Main Repair in Alley west of Brea Boulevard and south of Imperial Highway.

Various Street Improvements | *City of Lynwood, CA*
Principal-in-Charge. Provided oversight of design, construction management, and inspection of street improvements for Linden Street, Virginia Avenue. Walnut Avenue, Redwood Avenue, Elmwood Avenue, Olanda Avenue, and Las Flores Boulevard. The project included topographic surveying to address the drainage issues, removal, and replacement of broken or missing gutters and curbs, subsurface investigation of the existing asphalt structure, replacement of existing damaged or substandard driveways, removal and replacement of trees that have caused damage, design of ADA-compliant ramps, and repair or placement of sidewalks, where necessary. IE also provided bid administration, construction management services, and inspection for these projects.

Interim City Manager, Director of Public Works & Planning and City Engineer | *City of Baldwin Park, CA*
Interim City Manager during a 14-month vacancy at the City of Baldwin Park, Responsible for the development of the $40M annual operating and capital budgets, including the identification of new revenue sources for the city. Involved in labor negotiation with seven city labor groups. Also responsible for the enhancement of

**Experience prior to joining the firm*

Sid Mousavi, MSCE, PE

Principal-in-Charge

the city's public information and public relations materials, policy development and implementation, and general administrative oversight of the city's six departments and more than 300 employees. As Executive Director to the city's Community Development Commission, directed the city's redevelopment activities. Also served as Executive Director of the Baldwin Park Housing Authority, which provided housing services for Baldwin Park as well as the cities of Duarte, El Monte, Monrovia, and West Covina.

City Engineer | *City of Bell Gardens, CA*
City Engineer under a general contract to provide City Engineer services. Responsible for all capital improvement programs, land development, traffic engineering, water engineering and redevelopment engineering.

City Engineer | *City of Montebello, CA*
City Engineer. Responsible for all the city's engineering issues and projects, including overseeing the city's engineering staff. Also served as secretary to the Traffic Commission, preparing all reports and projects to the Engineering Division.

City Engineer | *City of La Puente, CA*
City Engineer. Directed all the city's engineering issues and projects. Responsible for the engineer's budget and all engineering staff who were IE employees working in City Hall. In addition, developed capital improvement programs, approved designs, and implemented projects.

Interim City Manager, Director of Public Works & Planning and City Engineer | *City of Baldwin Park, CA*
Responsible for the direction and administration of a staff of 373 and budget of over $33M. Responsible for such achievements as: reorganization of departments, employee development program, construction of Metrolink station, construction of 9-acre park facility, pavement management program, energy management system, eradication of graffiti within city, bridge rehabilitation, transit program and signal synchronization.

Director of Public Works and City Engineer | *City of Diamond Bar, CA*
Upon the city's incorporation, Sid was hired to set up the Public Works Department, with responsibility for direction and supervision of all public works functions. While with the City of Diamond Bar, interfaced with official offices such as City Council, City Commissions, City Manager's office, and other city departments and staff. Additional agency coordination included working with Caltrans, Los Angeles County agencies, Air Quality Management District, Walnut Unified School District, and community citizens and businesses.

Aidan Mousavi, MBA, PE, QSP / QSD

Project Manager

Education

M.B.A. General, California State Polytechnic University, Pomona

B.S., Civil Engineering, California State Polytechnic University, Pomona

Registrations

Professional Engineer: California (#91136)

QSP / QSD (#91136)

Experience

Lilita Street and Eve Avenue Storm Drain Improvement | *City of Lynwood, CA*
Project Manager. Conducted a field investigation to identify cause of flooding issue. Drafted a hydrology and hydraulics report to identify issues and provided two solutions to alleviate flooding. Developed plans to address flooding through use of drywells and developed alternative plans to direct connect proposed storm tank to existing storm drain main line.

Connector Pipe Screen (CPS) | *City of Bell Gardens, CA*
Project Manager. Conducted a field investigation of all public and private catch basins city wide. Developed a GIS based log utilizing MS4Front software. Developed plans and applied for permitting through LA County to retrofit catch basins citywide by installing CPS units. Host pre-construction meeting with contractor, city staff and LA County.

Gertrude Drive Street Improvements | *City of Lynwood, CA*
Project Manager. Developed Plans, Specifications and Estimate (PS&E) package for water improvement along Gertrude Drive. Designing 8-in DIP water main complete with tees, service lines, water meters, water boxes, wedge gate valves, transition couplings, thrust blocks, reducers etc. Plans included asphalt and concrete repairs along with plan and profile for curb and gutter drainage.

Virginia Avenue Street Improvements | *City of Lynwood, CA*
Project Manager. Developed Plans, Specifications and Estimate (PS&E) package for water improvement along Virginia Avenue. Designing 8-in DIP water main complete with tees, service lines, water meters, water boxes, wedge gate valves, transition couplings, thrust blocks, reducers etc. Plans included asphalt and concrete repairs along with plan and profile for curb and gutter drainage. The project will also include speed trailers to enforce the speed limit in nearby school zones.

Asmus Park Catch Basin Evaluation and Feasibility Study | *City of Bell Gardens, CA*
Project Manager. Responsible for alleviating severe flooding issue at Asmus Park by identifying issues through a field investigation and a hydrology and hydraulics analysis to identify volume of water needed to divert and treat. Developed conceptual plans of dry wells at parks to recharge ground water.

Slauson Avenue Congestion Relief Improvement Project | *City of Huntington Park, CA*
Engineering Supervisor. Responsible for hydrology and hydraulics analysis to divert and treat runoff from two-mile long corridor along Slauson Avenue. Design BMPs to treat runoff and make street into a green street. Run Synchro Simulation for ten signalized intersections for LOS analysis, coordination and timing. Design plans and specifications for signal system upgrades and street widening.

**Experience prior to joining the firm*

Aidan Mousavi, MBA, PE, QSP / QSD

Project Manager

San Gabriel River Bikeway Environmental Services and Permits | *City of Baldwin Park, CA*

Engineering Supervisor. Responsible for developing and approving SWPPP so all pollutants and their sources, including sources of sediment associated with construction site erosion and all other activities associated with construction activity are controlled. All discharges are identified and either eliminated, controlled, or treated. BMPs selected that are effective and result in the reduction or elimination of pollutants in stormwater discharges. Post-construction BMPs are identified and installed during construction that are intended to reduce or eliminate pollutants after construction is completed. Developed methods to implement BMP inspection, visual monitoring, Rain Even Action Plan (REAP) and Construction Site Monitoring Program (CSMP).

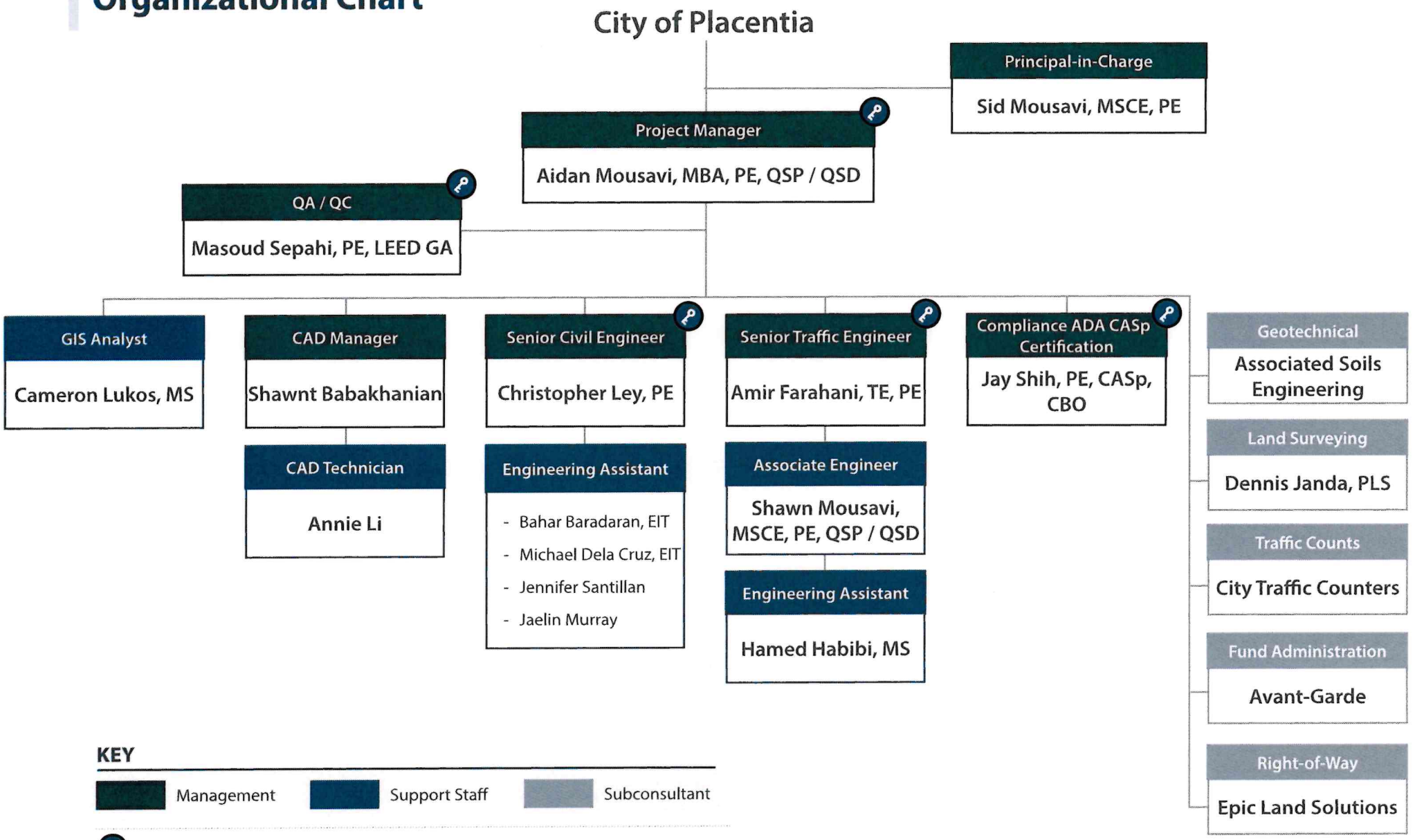
NPDES Storm Water Program Inspection | *City of Baldwin Park, CA*

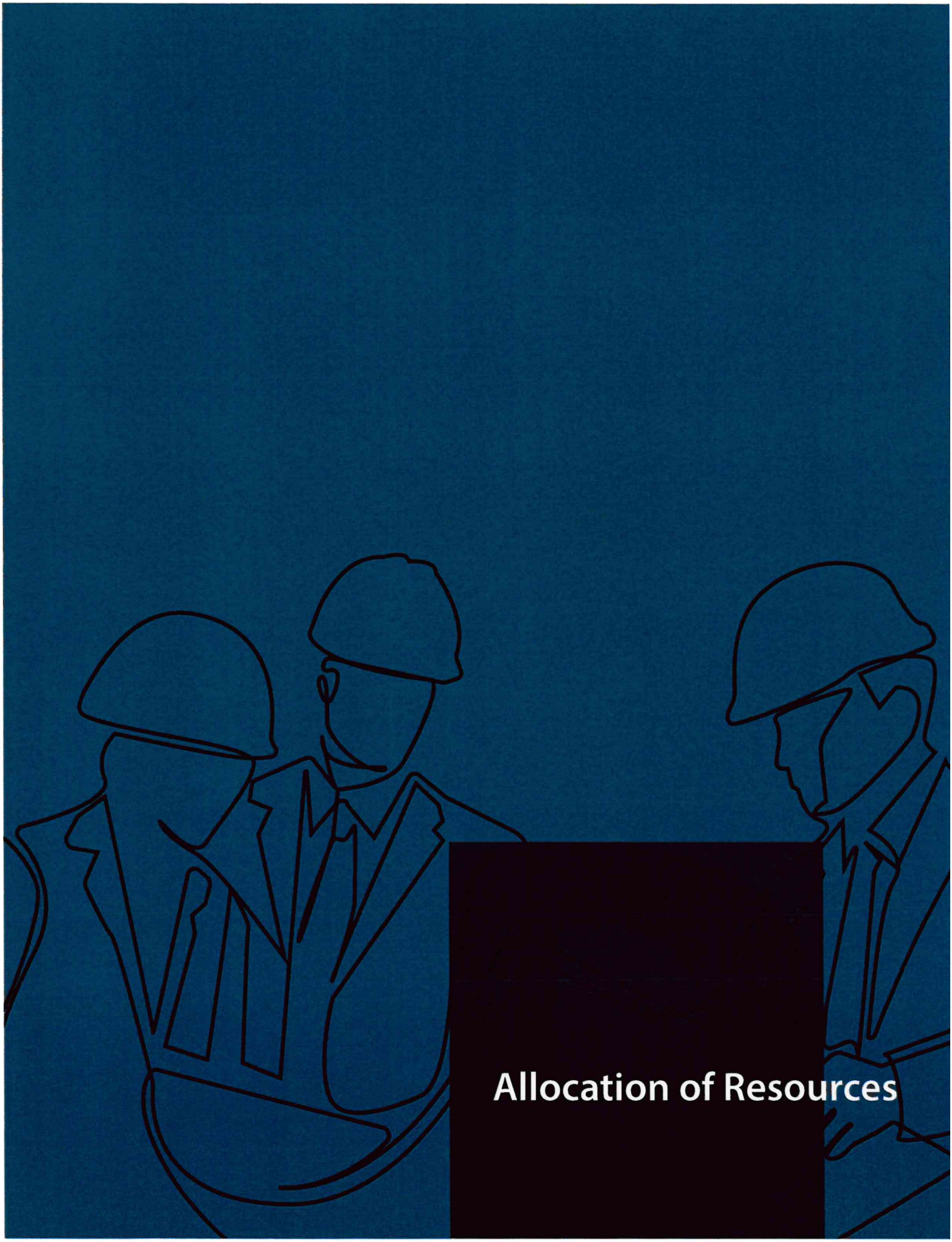
Inspector. As required under the state's Regional Water Quality Control Board regulations and city ordinances permitting inspection programs, the City of Baldwin Park has enlisted IE to conduct a routine visual inspection for point-source pollution control. The goal of this inspection is to prevent the discharge of pollutants associated with business activities from entering the city's storm drain system. Aidan conducted all necessary inspections for the City of Baldwin Park and provided the appropriate reports.

NPDES Watershed Management Plan and Integrated Monitoring Program Coordination | *City of Bell Gardens, CA*

Project Manager. The NPDES permit, which is authorized by the Clean Water Act, was issued by the Regional Water Quality Control Board. The purpose of the permit is to ensure the MS4 permits in the County of Los Angeles are not causing or contributing to exceedances of water quality objectives set to protect the beneficial uses in the receiving waters in the Los Angeles region. Aidan worked with a variety of agencies to customize the City of Montebello's storm water programs by using BMPs to achieve compliance. He assisted with training and presentation of the requirements of the MS4 Permit to all maintenance staff and inspectors. Aidan coordinated with the Los Angeles County Flood Control District and seven other cities in Los Angeles County and worked on developing the strategy, design, and implementation of a Watershed Management Program and a Coordinated Integrated Monitoring Program. Aidan attended all regular watershed meetings, representing the City of Bell Gardens, as requested by the city. He also provided commercial and industrial permit inspections for all eligible businesses in the City of Bell Gardens; he provided the businesses with educational material and advised them on how to comply with the MS4 permit. Aidan also conducted audits and provided the reports, as required by the permit.

Organizational Chart





Allocation of Resources

Allocation of Resources

Sid Mousavi, MSCE, PE is the Principal-in-Charge for this project. Sid has over 35 years of experience in engineering projects covering a wide range of municipal management, civil engineering, transportation, public works, construction management, traffic engineering, community development and redevelopment, parks and recreation facilities, and public and private land development. Sid is responsible for the direction and administration of internal services, civil engineering design, city services and other corporate management responsibilities and matters. Prior to joining Infrastructure Engineers, Sid's accomplishments included serving as City Manager, Director of Public Works, and City Engineer for various cities in Southern California, with responsibilities for directing and administering such functional elements as engineering, planning, building & safety, facilities and equipment, landscaping, streets, environmental services, transportation, transit and other municipal services. Responsibilities also included communication with city councils, city commissions, other city departments and governmental regulatory agencies, utility companies, contractors, consultants, and the general public. Sid has performed the entire spectrum of engineering activities, which include engineering investigations, conceptual and feasibility studies, planning / scheduling, design, specifications, cost analysis, cost estimating, contract negotiations, construction management and engineering support services. Sid has served as the contract City Engineer for the City of Bell Gardens, City of Montebello, City of Irwindale, City of La Puente and City of Baldwin Park.

Aidan Mousavi, MBA, PE, QSP / QSD will lead the team with his experience of being CIP manager for various cities in Los Angeles County. Aidan began his career as a design engineer working on street improvement projects and later began managing projects and programs. He has developed 5-year CIP budgets and secured grant funding for construction. Aidan's professional focus is primarily in the field of city engineering and environmental infrastructure by providing civil engineering assistance to Public Works and Engineering Departments. He works closely with cities to ensure compliance with the National Pollutant Discharge Elimination System (NPDES). Aidan has developed strategies for the efficient use of Best Management Practices (BMPs), thus gaining a set of skills that not only assists municipalities with compliance but helps keep them under budget as well. Aidan is familiar with municipal protocols and works within these structures to conduct field inspections and develop annual compliance reports. As an MBA graduate, Aidan brings his academic knowledge to IE to work with the firm's Operations Manager to manage all Capital Improvement Program (CIP) and non-CIP projects.

Masoud Sepahi, PE, LEED GA will perform Quality Assurance and Quality Control. Masoud has over 35 years of experience working for both public agencies in addition to the private sector, managing a variety of large and complex public works and capital improvement projects. He has held various leadership positions in managing a variety of projects for major public works programs. As the City Engineer for the City of Placentia, he was responsible for delivery of many projects and he has first-hand knowledge of the city's standards, codes and the capital improvement programs. As the Director of Construction Management for the Los Angeles Metropolitan Transportation Authority, Masoud was responsible for the southern portion of the Crenshaw / LAX Transit Project. During his tenure with LA Metro, Masoud was responsible for management of all construction on the southern segment of the project, including major utility relocations. Working for the City of Los Angeles for 10 years, Masoud held various positions, managing many types of public improvement projects as well. Masoud's familiarity with the City of Placentia's standards, codes and the CIP program will ensure delivering a quality design on time and on budget.

Christopher Ley, PE will act as Senior Civil Engineer on this project. Chris has over 15 years design and engineering experience. His expertise includes CAD and graphic design, civil engineering design including street layout, hydrology, drainage, sewer design and grading for residential and commercial projects.

Amir Farahani,TE, PE will act as Senior Traffic Engineer. Amir Farahani has more than 30 years of experience in various traffic, transportation and civil engineering disciplines. He has experience with contract administration, design experience and regulatory compliance. He has worked with Infrastructure Engineers, a Bowman company for the past two years as a Principal Engineer. He has been in charge of various traffic and transportation studies; design of traffic signals, high-intensity activated

Allocation of Resources (cont.)

crosswalk (HAWK) signals and Rectangular Rapid Flashing Beacon (RRFB) for pedestrian crossings. In working with the City of Orange, as an Engineering Tech. II and eventually as a City Traffic Engineer / Traffic and Transportation Manager, he has been involved in all aspects of the projects the city has designed and constructed. This includes coordinating with local, county, state, and federal agencies and various utilities to ensure successful project completion. Amir understands the level of detail and problem-solving skills required to complete high-profile projects on time and within budget.

Jay Shih, PE, CASp, CBO will handle ADA Compliance. Jay Shih is a veteran civil engineer, building official, construction manager, access specialist, structural and engineering designer and plan checker with 35 years of experience. Jay has spent his career working for public agencies and consulting companies providing highly skilled design, building and engineering plan check and construction management of buildings, sewers, storm drains, streets, sidewalk, curb ramps, grading and stormwater management. Jay is also CASp certified. He will oversee compliance with all ADA design parameters for each project that includes ADA access and component.

Associated Soils Engineering (ASE) will provide Geotechnical Engineering. For more than 33 years, **ASE** has provided geotechnical design, geology, and material and construction testing services throughout southern California. Their in-house laboratory is one of the most complete and efficient in the industry. **ASE** provides services to a vast range of clients including private industrial and commercial owners, city and county public works, residential home builders, architects, construction managers, school districts and universities.

Dennis Janda, PLS will provide Land Surveying. **Dennis Janda, Inc. (DJI)** is a private corporation providing land surveying and mapping services and is a Certified Small Business Enterprise in the state of California. The owners and managers of **DJI** have worked together for both public and private sectors clients, throughout Southern California since 1997. **DJI's** core staff has their roots in the traditional disciplines of land planning, civil engineering, land surveying and mapping mainly working on development and public works projects throughout California. This experience using and participating in the evolution of surveying and mapping practices has helped in their ability to contribute in time and cost saving practices and processes from project conception through the development, to recording. Upon this foundation **DJI** added a diverse team of professionals using the best use of equipment and technology to contribute to their client's specific project goals and schedules.

City Traffic Counters (CTC) will provide Traffic Counts. Overall **CTC** provides a wide range of services that include 24 Hour Automatic Machine Count, 24 Hour Vehicle Speed Profile Sampling, Intersection Turning Movement Counts, Parking Occupancy Counts, Neighborhood Speed Counts, Radar Spot Speed Surveys, Intersection Configuration Layout, Bikes / Pedestrian Crosswalk Counts, Vehicle Classification Counts and Transit Ridership / Occupancy Survey.

Avant-Garde will provide Funding Administration. **Avant-Garde** is a long-time collaborator with IE, providing grant writing, fund management and labor compliance for projects in accordance with policy and procedural requirements. They are experts in determining eligible projects and managing city funding programs. **Avant-Garde** also provides public relations coordination, community outreach efforts and community relations, focus group moderation in English and Spanish, business development and corporate event planning.

Epic Land Solutions (Epic) will provide appraisal services for acquiring easements and right-of-way services, when they may be needed. **Epic** is currently assisting the city with easement procurements on the Golden Avenue Bridge project. **Epic** is also assisting IE with a few other projects, currently in design for other municipalities.

Allocation of Resources (cont.)

AVAILABILITY TO PERFORM SERVICES

Below is a chart of our proposed team's availability.

Name	Availability
Sid Mousavi, MSCE, PE	8 hours / week
Aidan Mousavi, MBA, PE, QSP / QSD	12 hours / week
Masoud Sepahi, PE, LEED GA	12 hours / week
Christopher Ley, PE	16 hours / week
Amir Farahani, TE, PE	16 hours / week
Jay Shih, PE, CASp, QSP / QSD	16 hours / week
Shawn Mousavi, MSCE, PE, QSP / QSD	20 hours / week
Hamed Habibi, MS	20 hours / week
Bahar Baradaran, EIT	20 hours / week
Michael Dela Cruz, EIT	20 hours / week
Jennifer Santillan	24 hours / week
Jaelin Murray	24 hours / week
Cameron Lukos, MS	24 hours / week
Shawnt Babakhanian	16 hours / week
Annie Li	24 hours / week

Allocation of Resources (cont.)

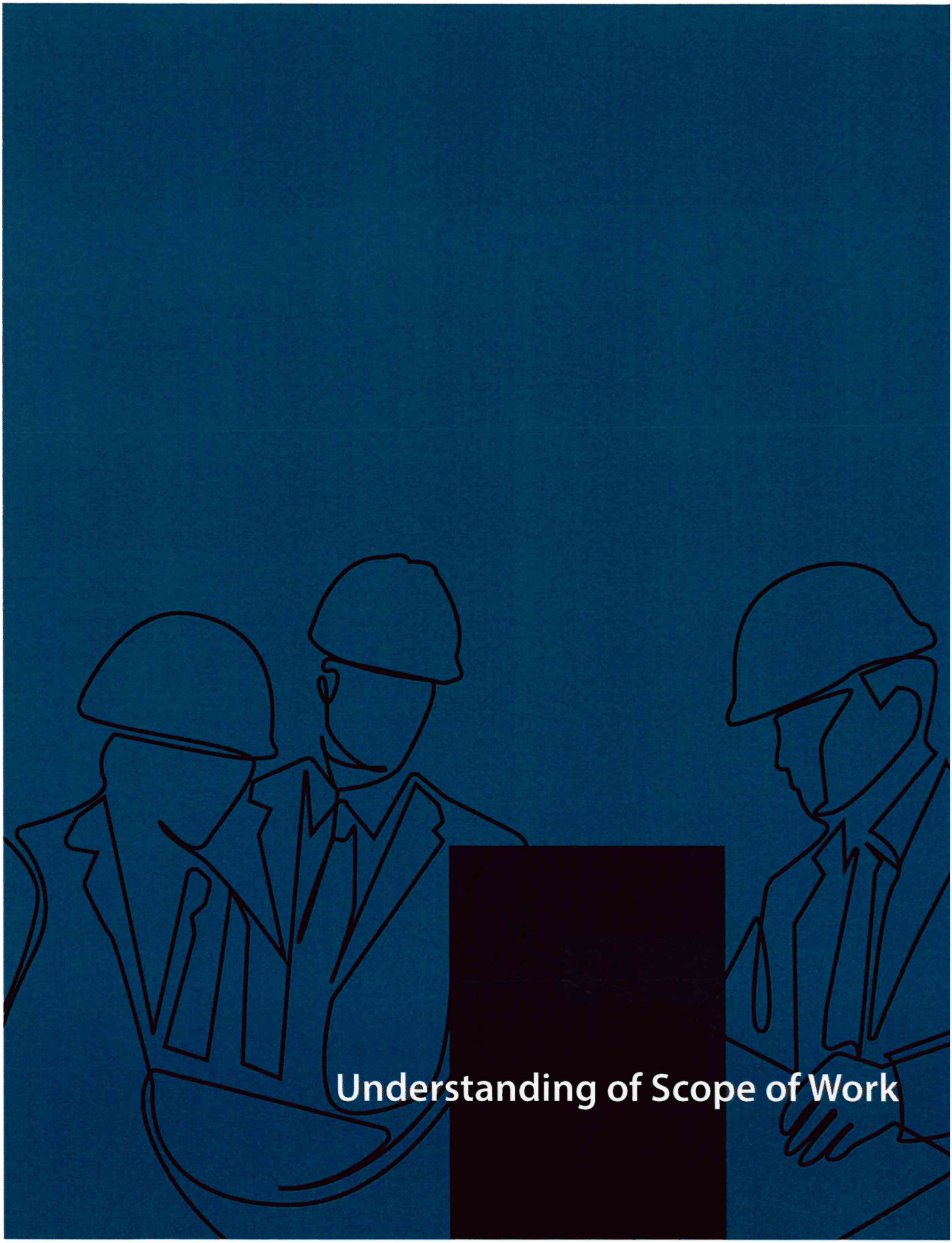
ADDITIONAL PERSONNEL QUALIFICATIONS

Name, Role, Firm Classification, Experience	Credentials	Select Project Experience
Sid Mousavi Principal-in-Charge Years of Experience: 35	**Education** • M.S. Civil Engineering, California State Polytechnic University, Pomona • B.S. Civil Engineering, California State Polytechnic University, Pomona • B.S. Irrigation Engineering, Azerbaijan University, Iran **Registrations / Certifications** • Professional Civil Engineer: California (#42645)	• Various Capital Projects, City of South El Monte • City Engineer, City of Bell Gardens • Various Street Improvements, City of Lynwood • Interim City Manager / Director of Public Works and Planning and City Engineer, City of Baldwin Park • City Engineer, City of Bell Gardens • City Engineer, City of Montebello • City Engineer, City of La Puente
Aidan Mousavi Project Manager Years of Experience: 12	**Education** • M.B.A. General, California State Polytechnic University, Pomona • B.S. Civil Engineering, California State Polytechnic University, Pomona **Registrations / Certifications** • Professional Civil Engineer: California (#91136) • Qualified SWPPP Practitioner (QSP) / Qualified SWPPP Developer (QSD): California (#91136)	• Project Manager, Lilita Street and Eve Avenue Storm Drain Improvement, City of Lynwood • Project Manager, Connector Pipe Screen, City of Bell Gardens • Project Manager, Slauson Avenue Congestion Relief Improvement Project, City of Huntington Park • Project Manager, San Gabriel River Bikeway Environmental Services and Permits, City of Baldwin Park
Masoud Sepahi QA / QC Years of Experience: 35	**Education** • B.S. Civil Engineering, Loyola Marymount University **Registrations / Certifications** • Professional Civil Engineer: California (#52786) • Leadership in Energy and Environmental Design Green Associate (LEED GA)	• City Engineer, City of Placentia • Director of Construction Management, Los Angeles Metropolitan Transportation Authority • Principal, MARRS Services • Program Director, GKK Works • Construction / Design Manager, Kellogg Brown and Root (KBR) • Project / Construction Manager, City of Los Angeles
Amir Farahani Senior Traffic Engineer Years of Experience: 30	**Education** • B.S. Civil Engineering, California State University, Los Angeles **Registrations / Certifications** • Professional Traffic Engineer: California (#T2363) • Professional Civil Engineer: California (#C54235)	• Project Manager, Slauson Avenue Congestion Relief Improvements Project, City of Huntington Park • Project Manager, ATP Cycle V Safe Routes and Childhood Obesity Project, City of Huntington Park • Senior Traffic Engineer / City Traffic Engineer, City of Orange

Allocation of Resources (cont.)

ADDITIONAL PERSONNEL QUALIFICATIONS

Name, Role, Firm Classification, Experience	Credentials	Select Project Experience
Christopher Ley Senior Engineer Years of Experience: 15	**Education** • B.S. Civil Engineering, Oregon State University **Registrations / Certifications** • Professional Civil Engineer: California (#80620)	• Project Engineer, Walden and Associates • Staff Engineer / CAD Manager, WWD / L&S Engineering • CAD Manager / Senior Draftsman, Saroyan Masterbuilders • Drafting and Engineering Manager, Greenway Design
Jay Shih Plan Check Engineer Years of Experience: 30	**Education** • M.S. Geotechnical Engineering, University of Sao Paulo • B.S. Civil Engineering, University of Sao Paulo • UCLA Extension in Construction Management **Registrations / Certifications** • Professional Civil Engineer: California (#46841) • DSA Certified Access Specialist (#CASp-683) • ICC Certified Building Official • ICC Certified Building Plans Examiner • ICC Certified Residential Plans Examiner	• City Engineer, Cities of Artesia and Baldwin Park • Building Official, Cities of Huntington Park, Montebello and Baldwin Park • CASp Plans Examiner, City of Corona • Building Official and Principal Plan Check Engineer, Cities of Rosemead and La Puente • Senior Plan Check Engineer, Cities of Baldwin Park and Huntington Park • Fire Plans Examiner, City of Costa Mesa
Cameron Lukos GIS Analyst Years of Experience: 7	**Education** • M.S. Environmental Science & Technology, California State University, Fullerton • B.A. Environmental Analysis, Pitzer College **Registrations / Certifications** • Data Analysis Certification, University of California, Irvine • Basic Wetland Delineation Certification, Wetland Training Institute, Wisconsin	• GIS Analyst, 2023-2031 Housing Element Update, City of Wasco • GIS Analyst, 2023-2031 Housing Element Update, City of Shafter • GIS Analyst, General Plan and Zoning Code Consistency Project, City of Bell Gardens • GIS Analyst, Environmental Justice Element and Public Safety Element, City of Lynwood
Shawnt Babakhanian CAD Manager Years of Experience: 35	**Education** • AutoCAD, Glendale College • AutoCAD Civil 3D, Westech College • Microstation, Westech College • Land Development Desktop, Westech College	• CAD Manager, Bartlett Avenue Rehabilitation Project, City of Adelanto • CAD Manager, Bellflower Street Rehabilitation Project, City of Adelanto • CAD Manager, SB1 Street Enhancement Project, City of Huntington Park • CAD Manager, Water Main Replacement Project, City of Huntington Park


Understanding of Scope of Work

Understanding of Scope of Work

IE understands the City of Placentia seeks a knowledgeable and dependable firm with the capabilities and resources to manage all engineering needs of the city to provide staff on an "on-call" basis for various **Capital Improvement Projects (CIP) such as Roadway Rehabilitation, Slurry Seal, Storm Drain, Sanitary Sewer rehabilitation, parks public Building and Facilities Renovations, Traffic improvement projects, and other CIP related and miscellaneous projects**. Our team has the knowledge, experience, and the supporting staff and sub-consultants to handily fulfill the entire scope of services from initial planning through completion of construction, including:

- Preparing feasibility studies and conceptual designs.
- Conducting research and managing investigations.
- Producing preliminary design reports .
- Coordinating and leading community outreach events.
- Creating projects designs and specifications.
- Preparing cost estimates.
- Furnishing construction support.
- Delivering grant funding documentation in conformance with the state and the federal requirements for funding.

With past and current on-call contracts with the Cities of Bell Gardens, Montebello, Huntington Park, Lynwood, Hawaiian Gardens, Anaheim, Baldwin Park, Hermosa Beach, La Puente, Maywood, Pico Rivera, South El Monte, and Yorba Linda, among others we have unequivocally proven our ability to effectively respond to the ever-changing needs of on-call contracts and are committed to oversee projects to successful completion.

We have a keen knowledge of the City of Placentia's needs for design services. **Our Director of Civil Services, Mr. Sepahi, served as the City Engineer for the City of Placentia and he has intimate knowledge of the city's capital projects, in addition to the city's construction standards, Municipal Codes and various ongoing and future initiatives.** These include: as the Old Town Streetscape Master Plan, Transit Oriented Development projects, city's pavement moratorium plans, Storm Drain Master Plan and the city's ongoing CIP program. He will be involved with quality review and quality assurance on all design packages prior to delivery to the city. His firsthand knowledge of the city's pavement management plan and Pavement Condition Index' goals and objectives will be one of the key elements in delivering a high-quality design package to the City of Placentia. IE prides itself on having a full-house design capability. Our company was created on the basis of providing a full-service, one-stop shop model to serve our city clients with an efficient, cost-effective approach to delivering engineering services. Apart from Geotechnical and Surveying services, IE provides full in-house services, from planning, through engineering, design and construction all under one contract. These services can be tailored to address each individual and unique task order but having direct access to various disciplines, all under one roof. This approach enables our team to provide the city with a speedy and cost-effective approach to each project.

In addition to our expertise in Roadway Design, we have a proven track record in providing traffic engineering services, which is one of IE's core disciplines. We have the know-how to produce warrants assessments, traffic signal design and synchronization, system integration, construction management of signal installation and we complement these services by always looking ahead to find any available funding opportunities. **Our team is knowledgeable in standards and guidelines for Caltrans, the county of Los Angeles, the California Manual on Uniform Traffic Control Devices (CA-MUTCD) and other relevant traffic standards and methodologies, including the state of California vehicle code. We have assisted in providing traffic engineering services for major grant funded studies and programs, such as HSIP, ATP, STPL, TAC, etc. We have assisted in providing engineering services for major grant funded studies and programs, such as HSIP, ATP, STPL, TAC, SB1, CDBG, RMC, etc.** Our experience regarding various funding requirements provides an added value to the

Understanding of Scope of Work (cont.)

team as additional support to achieve funding compliance. All senior-level staff are experienced in coordinating with both Metro and Caltrans and are up to date with the requirements set forth in the Local Assistance Procedures Manual.

The staff at IE has specialized in serving municipalities almost exclusively and, as such, we have earned a reputation for providing outstanding quality and client service. **The assigned staff has more than 150 combined years of experience in providing identical traffic engineering services, primarily to municipal governments and other public agencies. We have been providing multi-disciplinary, turn-key design services to cities. Examples of these services are listed in the table below:**

• Traffic Signal Design and Modification	• Traffic Engineering
• Traffic Signal Synchronization	• Transportation Planning
• Traffic Signal Construction Management	• MTA Call-For-Projects Process (Funding)
• Community and Neighborhood Traffic Issues	• Traffic Engineering Design
• CIP Project Development, Design and Implementation	• Traffic Signal and System Design
• Traffic Studies	• Interconnect Design
• Speed Survey	• Signing and Striping
• EIR Studies / CEQA / NEPA	• ITS Design and Implementation
• Traffic Circulation Studies	• Transportation Planning
• Project Reports (PR)	• Local Transportation
• Project Study Reports (PSR)	• Regional Transportation
• Traffic Calming Studies	• Multi-Modal Transportation Plans
• Traffic Control and Detour Plans	• Staff Augmentation
• Traffic / Transportation Feasibility	• City Traffic Engineer
• Traffic Impact Analysis (TIA)	• Assistant Traffic Engineer
• ITS Development, Design and Implementation	• Overflow Workload
• Safety Studies	• Rail Grade Crossing
• School Route Analysis	• Sewer Improvement Design
• Storm Drain Improvement Design	• Water Improvement Design
• Sewer Capacity Analysis	• Grading Design
• Pavement Design	• ADA Transition Plans
• Water Well Improvements	• Grant Writing
• Water Systems, Potable & Non-potable	• Fire Lines
• Sewer Hydraulic Modeling	• Sewer Lift Stations
• Wastewater Collection Systems	• Reclaimed Water Systems
• WDR Compliance	• Urban Water Master Plans
• Sewer System Master Plans	• Water System Master Plans
• Water Resources Engineering	• Hydrology and Hydraulic Analysis
• Infiltration and Detention Basins	• NPDES MS4 Permitting and Inspections
• SWPPP	• Watershed Management & Flood Control
• Roadways, Streets and Alleys Beautification	• Street Widening
• ROW Certification	• Parks and Trails Design

Understanding of Scope of Work (cont.)

Grant Funding Assistance

To assist the city in grant administration and support services for its current and future grant funded projects, we have enlisted the services of **Avant-Garde**, a certified minority business enterprise, women business enterprise, disadvantaged business enterprise and small business enterprise. **(MBE, WBE, DBE, SBE)** located in the City of Diamond Bar. **Avant-Garde** has successfully provided grant research, grant writing, fund administration, compliance management, and community outreach for over eighteen years. Their understanding of federal and state requirements, funding administration, and the complex diversity of southern California make **Avant-Gard**e uniquely qualified to perform extensive research to identify and secure grants as an "on-call" consultant; deliver a variety of grants in the fields of park development, recreation, infrastructure, public safety, public health, planning and community development, historic preservation, visual and performing arts, education, and outreach; deliver reports and documents to see projects through from inception to conclusion or termination; and administer federal, state and regional required submittals and reporting.

Right-of-Way Services

Through working on a variety of projects for municipalities, we have encountered certain projects where right-of-way acquisition was necessary. To assist the city with conducting timely appraisals on acquiring temporary construction easements, or permanent property takes, we have included the services of **Epic Land Solutions (Epic)**. **Epic** is currently assisting the city with property appraisals for the Golden Avenue Bridge project. They are also assisting IE on a few other projects with other city clients in both Orange and LA Counties.

How the Scope of Work Will Be Implemented

Below is a step-by-step process on how IE will implement the scope of services as detailed in the RFP:

Initiating & Planning

Upon issuance of the Notice to Proceed, IE will schedule a kick-off meeting with the city to discuss the scope of work, project budget, schedule, grant funding requirements, special conditions s, and the delivery schedule. We shall prepare a comprehensive work plan and assign team members to each task for maximum efficiency of resources and coordination between each discipline and team member. Our goal is to kick off the project along with various other supporting activities, all to be handled simultaneously, to save cost and time. We will issue task orders to our sub-consultants to start other support services, to meet project's unique needs and delivery schedules.

Once team assignments are complete, a project group coordination meeting will be scheduled to review and identify key project elements to be included in the design. As a part of this process, the project scope will also be reviewed to ensure compliance with the requirements of the grant funding. In addition, all current design standards impacting the project, including federal and state ADA requirements will be identified to be included in the design for the project. Our team will also conduct a comprehensive field inspection to investigate the condition of the job-site and to add any item of the work that may be missing from the original scope. In our experience this investigation is a key part of a quality design process, which eliminates potential design conflicts and identifies elements that may be missing, but have to be included as part of the project. Some of these field inspections include, items, such as: damaged sidewalks, curb / gutters, non-compliant curb ramps, unknown utility boxes, cabinets not shown on the plans, valve boxes, not shown on the plans, parking issues, striping and traffic loops, that may not be shown on the plans. At the same time, IE's team members will also be encouraged to think outside the box to identify opportunities and discover any challenges and to develop and implement innovative design strategies to cut cost and to create quality design. Some of these initiatives may include new water-saving, storm water management techniques, green streets, and usage of alternative pavement materials. **All of IE's projects are designed to ensure that projects are designed with full attention paid to quality, the environment and to minimize construction impact to the community.**

Understanding of Scope of Work (cont.)

Working with City Staff

We have learned that the best way to deliver quality work is to become and serve as an extension of the city staff. This includes regular meetings with city's project representatives and remaining in constant communication with key stakeholders, to ensure successful and timely delivery of each deliverable to the city. Bi-weekly reports will be issued by IE's project manager, who will conduct meetings as necessary, for which agenda notices will be distributed at least two working days before each meeting. Meeting minutes will be distributed within one week and will identify assignments of action items and due dates. Bi-weekly project status reports will identify tasks completed and planned, issues to be resolved, project schedule updates, and project trends. These reports will serve as a primary tool in monitoring project progress and keeping the city's staff informed. If there are items of an urgent manner that require directions from city staff, we will either request to meet in person or by phone. IE will assist the city with preparation of notices to the public, City Council Agendas, and any other public outreach activity that may be necessary.

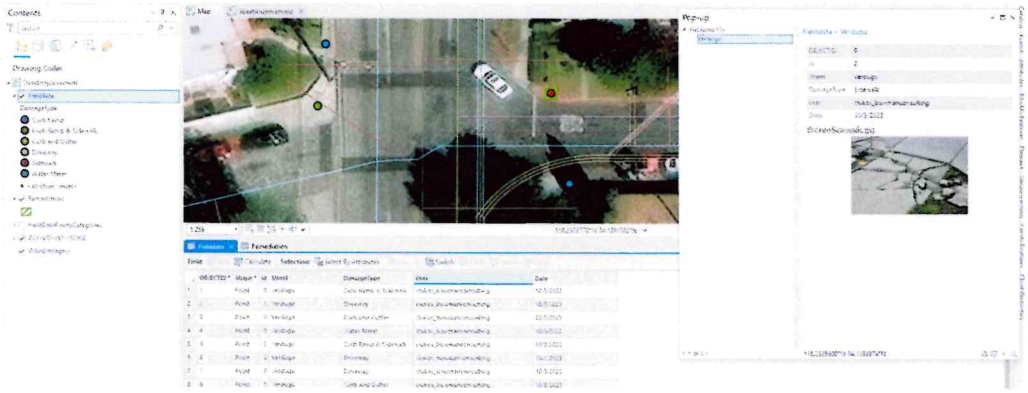
Quality Assurance / Quality Control

Quality assurance and quality control (QA / QC) are top priorities for IE. To ensure the highest quality of the design, IE will implement a comprehensive QA / QC program. Our Director of Civil Services, **Masoud Sepahi**, has extensive experience in construction management and he will be implementing IE's QA / QC program through his department. This review will provide an additional layer of guarantee to assure constructibility and compliance with the City of Placentia's standards and other agency regulatory requirements. Regular progress review meetings will be held internally by IE to update the project team on project development and critical tasks. Prior to releasing any documents to the city and / or other agencies, an extensive review will be performed by both the Project Manager and the QA / QC Manager.

After negotiating the fee with the city, our PM shall coordinate a kick-off meeting with the city for the project. Prior to attending the meeting, our team members will visit the job-site, take notes and take pictures to learn as much as possible regarding the project scope and for discussion during the kick off meeting. At the meeting, the scope will be discussed as well as the schedule for bi-weekly or monthly progress meetings. For each meeting, IE will provide an agenda and minutes. In addition, a progress report shall be supplied to the city at the end of every month to provide status updates and next actions.

The Field investigation team will have support from IE's GIS Analyst. All site pictures of damaged sidewalks, driveways, spandrels, curb / gutter curb ramps, etc. will be uploaded to the GIS and available to be used on the city's GIS portals. This enables IE and the city to have all geo-located images organized and readily available on the cloud. Our team will prepare a 30% conceptual plan of the project for submittal and host a meeting to discuss comments to move forward with the 65% plans, specifications and estimates. Our team of engineers are familiar with the State and Federal funded projects and can prepare the necessary documents packages to comply with various grant funding requirements. As part of the 65% submittal IE will include GIS-ready, CAD file imposed as a layer that can readily be used on the city's GIS portal directly. This allows all hatched proposed improvements to have a corresponding image easily accessible through GIS to support improvements that are being recommended. After IE receives comments from the city, IE will begin working on the 80% PS&E package. We have found that the key to a seamless transition from preliminary design to final design without any major design changes is communication amongst the team members and the stakeholders. With the implementation of bi-weekly meetings and a monthly progress report, IE ensures that communication is maintained amongst all team members to ensure a timely completion of the project. Once 80% comments are received, IE will begin preparing the final PS&E package for the final review for the city. The final bid package will include the City of Placentia's Notice Inviting Bids, Instructions to Bidders, Sample Contract, Special Provisions, and the technical specifications in addition to the Bid ready plans and specifications.

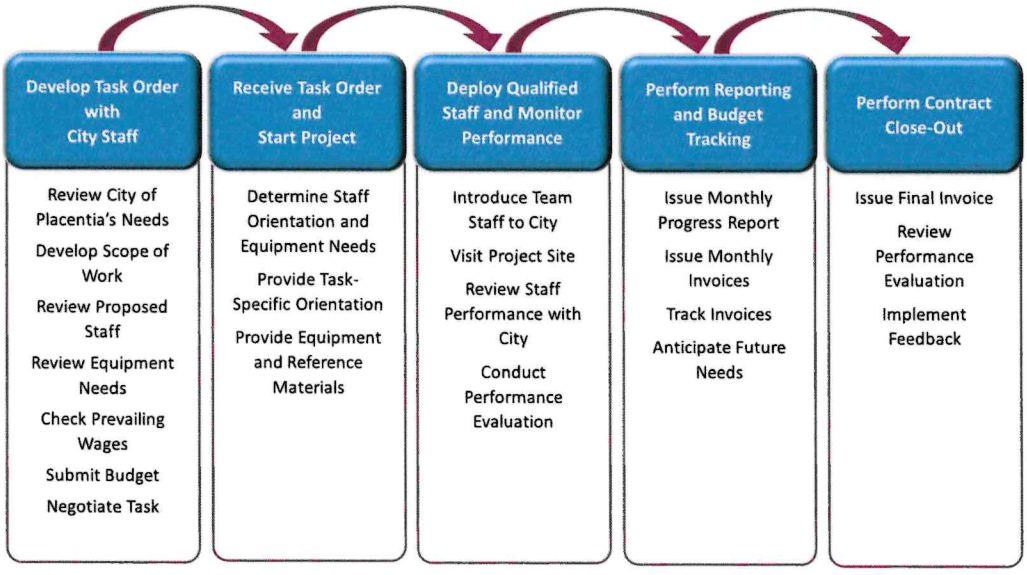
Understanding of Scope of Work (cont.)



During the bidding and construction phase, IE will provide bid support to answer RFIs and approve any submittals supplied by the contractor. IE will maintain separate logs for all RFIs and submittals on the cloud for the city's use. IE will attend the pre-bid and / or pre-construction meeting and will be available to visit the site to meet with potential bidders to answer any questions that the city or the contractors may have.

Task Order Process

The chart below details our process from task order receipt to contract close-out.



Work Plan for Civil Engineering and Traffic Engineering for Public Works Projects

IE will provide full engineering design services in support of public works projects. Under the direction and supervision of the Director of Public Works and City Engineer, our team of engineers will take the following approach to engineering projects:

1. Develop a master schedule for all phases of the assigned program and all capital projects contained in the program, including clear identification of milestones for all facets of work.

2. Maintain communication with the Director of Public Works, including monthly written status reports and project status meetings, as needed, in addition to reviews at 35%, 65%, 80% and 100% levels of completion. Although monthly reports will be provided, IE will proactively keep the Public Works Director informed of any new developments, issues or factors involved in the project and alternatives to solve any unforeseen items.

Understanding of Scope of Work (cont.)

3. Initial meeting with key design team members and city public works staff to review and confirm detailed project scope, schedule milestones, construction objectives, and other pertinent project details. During this meeting, design criteria and parameters will be discussed and established for each of the various elements and incorporated into the project.

4. Perform a site investigation to evaluate the existing condition of items pertaining to the design. During this investigation, locations of damaged or distressed features will be inspected, confirmed and summarized, if required. Americans with Disabilities Act (ADA) accessibility compliance will be reviewed and non-compliant features noted. Existing drainage patterns will be reviewed for street projects so that any changes to eliminate ponding can be identified.

5. Identify existing manholes and utility covers / boxes within the impacted repair limits so that they can be shown clearly and accurately on the plans. Review existing reports, as well as results of the geotechnical investigations and topographic. We will review the geotechnical report and provide alternatives to the city. Concurrently, our team will begin sending notices to, and coordinating with, utility agencies, preparing project schedules, complying with ADA regulations and all relevant standards.

6. Prepare plans to city standards utilizing base mapping and agreed improvement concept. Appropriate city, APWA or other agency standards will be utilized and additional detailing will be included, as necessary, for adequate bidding and construction purposes.

7. Prepare comprehensive set of technical specifications. All bid items required by the plans or otherwise needed to accomplish project construction will be thoroughly described in the general provisions and included in the contractor's bid list.

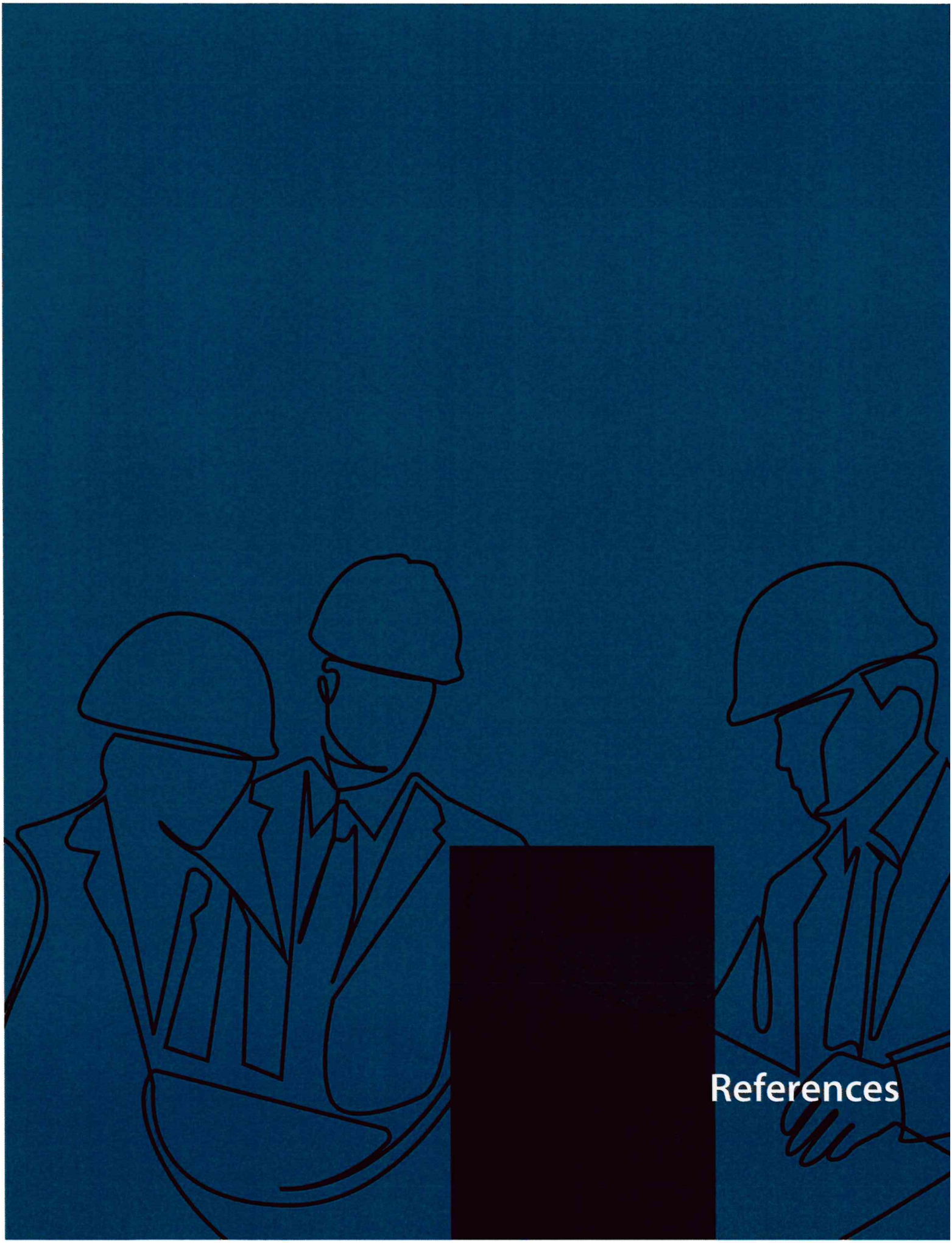
8. Prepare construction cost estimates for verification of project budget and assistance during the contractors bidding process. Measurement of units will be contained in the specifications with additional detail for lump sum items, as necessary. Unit prices will be derived from current bid information on similar work within the area.

9. IE will prepare PS&E submittal package for city's review at certain milestones, depending on the scope of work for each project. These milestones are usually at 35%, 65%, 80% and 100%. A final set of signed Mylar plans, along with specifications and estimates, will be submitted to the city for bidding purposes.

10. Upon completion of PS&E, IE will coordinate with the City Clerk Office's to present to City Council for approval. All council meeting agendas will be coordinated through the Public Works Director.

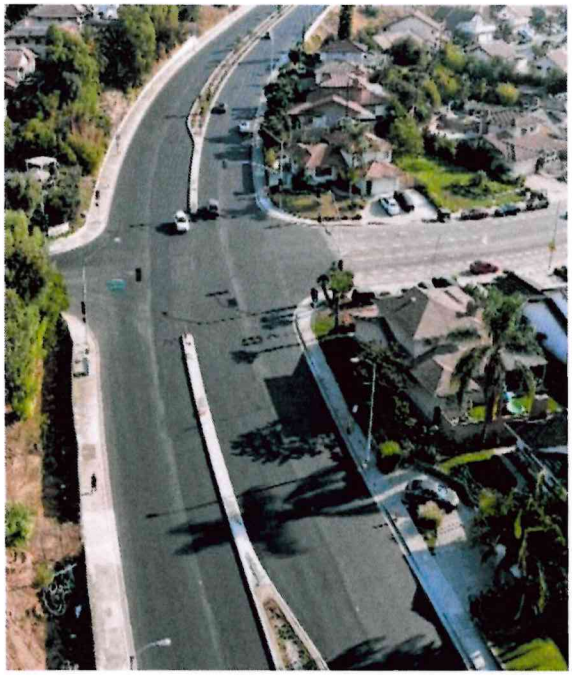
Project Closeout

The final task is to archive hardcopies and electronic files for the administrative and technical documents for the entire project. Keeping accurate and comprehensive records is vital to avoiding potential change orders and claims during the construction phase. IE understands the importance of filing and archiving project records for future retrieval.



References

References: Roads



Montebello Boulevard Widening

City of Montebello, CA

"2021 American Public Works Association Project of the Year" award winner. Phase II of the Montebello Boulevard Bike Lane and Sidewalk Improvement project included design, preparation of PS&E for roadway improvements and widening, pavement rehabilitation, concrete improvements, sidewalk improvement, utility adjustments, ADA improvements, Class II bike lane, traffic signal improvements, pedestrian lighting, and landscaping, bioswales along center medians and irrigation improvements.

Client Contact

Danilo Batson

Former Director of Public Works

323.889.9976

Address

1600 W. Beverly Boulevard

Montebello, CA 90640

Schedule

2017 - 2020



Slauson Congestion Relief

City of Huntington Park, CA

Utilized Synchro modeling for signal and timing improvement. Upgraded traffic signal equipment, enhanced phasing operations, street widening, concrete improvements, coordination with Los Angeles county and various railroad agencies. The goal of the project was to study and design improvements along the Slauson corridor to increase capacity, reduce congestion and improve traffic flow. Design plans have been finalized.

Client Contact

Cesar Roldan

Public Works Director

323.584.6274

croldan@hpca.gov

Address

6550 Miles Avenue

Huntington Park, CA 90255

Schedule

2020 - 2023

References: Utilities



Foster Avenue & Pedestrian Rail Crossing Drainage Improvement

City of Baldwin Park, CA

Scope of work included pavement rehabilitation, various concrete improvements, new 24" storm polypropylene pipe with new catch basins, dry wells and modular storm chamber system. Percolation tests were conducted to size the modular storm chamber system to alleviate flooding.

Client Contact

Sam Gutierrez

Director of Public Works

626.960.4011

sguttierrez@baldwinpark.com

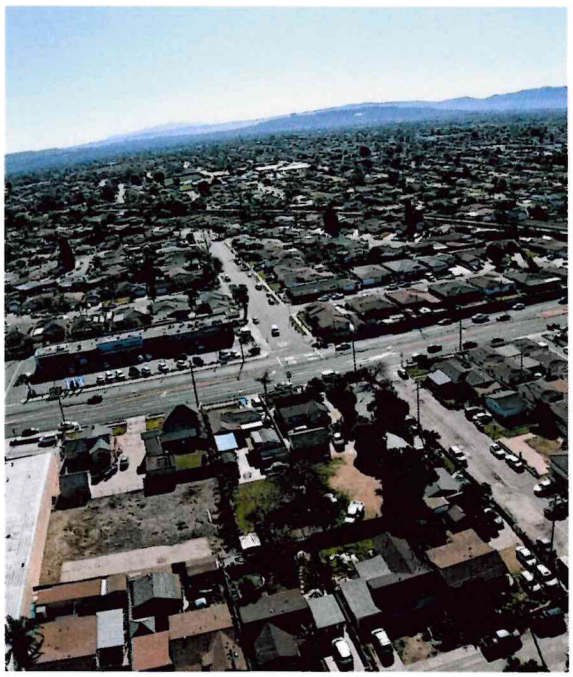
Address

14403 Pacific Avenue

Baldwin Park, CA 91706

Schedule

2020 - 2022



Calino Avenue Street, Sewer and Storm Drain Improvements

City of Baldwin Park, CA

Scope of work involved improvements to AC and PCC pavements, constructing new 8" high-density polyethylene sanitary sewer line with 6" lateral connections to main and new manholes. Improvements also included new cross gutters, catch basins and 12" storm drain pipes. All coordination with LA County and Permitting was also handled by IE along with coordination with water company to relocate water lines to provide room for new sewer and storm drain improvements.

Client Contact

Sam Gutierrez

Director of Public Works

626.960.4011

sguttierrez@baldwinpark.com

Address

14403 Pacific Avenue

Baldwin Park, CA 91706

Schedule

2022 - 2023

References: ADA



Municipal Facilities ADA Compliance Evaluation CASp Report

City of Montebello, CA

Infrastructure Engineers provided a report on the status of 11 city-owned facilities in the City of Montebello for ADA compliance. In the report, deficiencies have all been identified along with construction budgets and timelines to address each deficiency. The level of details for each facility is presented such that each project can be taken as a whole or be broken down into components, based on the available budget to create a program of compliance.

Client Contact

Danilo Batson

Former Director of Public Works

323.889.9976

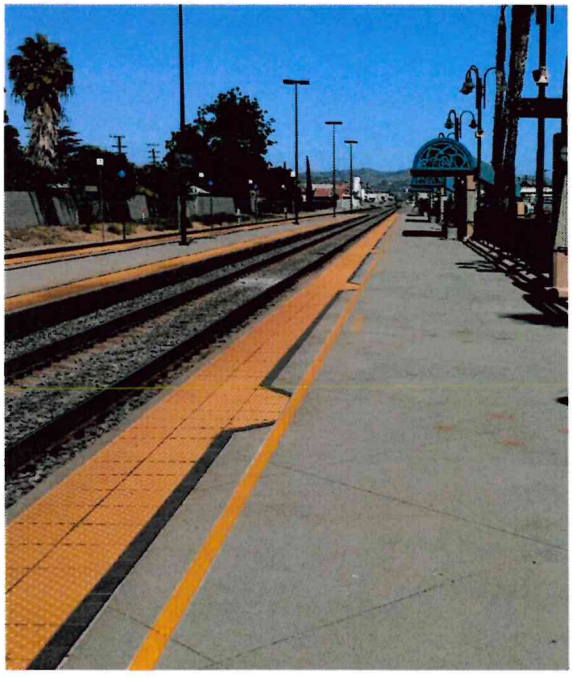
Address

1600 W. Beverly Boulevard

Montebello, CA 90640

Schedule

2019 - Present



Metrolink ADA Accessibility Improvements

City of Montebello, CA

In coordination with Metro and the Cities of Montebello and Commerce, IE prepared a report to address all deficiencies relating to ADA accessibility at the Metrolink Station. After the report a PS&E package was prepared by IE to upgrade all of the deficiencies to achieve compliance.

Client Contact

Danilo Batson

Former Director of Public Works

323.889.9976

Address

1600 W. Beverly Boulevard

Montebello, CA 90640

Schedule

2017 - 2020

References: Parks



Linear Greenway

City of Huntington Park, CA

IE assisted with the City of Huntington Park to obtain a $3.5 million grant for urban greening to construct and revitalize ten contiguous parcels within the City of Los Angeles Department of Water and Power right of way. Infrastructure Engineers prepared design plans and specifications for the work to be performed associated with the grant requirements. Scope included mass grading, pavement and concrete improvements, designated bike path, planting and landscaping, irrigation, dry stream beds and various site amenities.

Client Contact

Cesar Roldan

Public Works Director

323.584.6274

croldan@hpca.gov

Address

6550 Miles Avenue

Huntington Park, CA 90255

Schedule

2018 - 2019



San Gabriel River Commuter Bikeway

City of Baldwin Park, CA

Preparation of design plans and specifications for the construction of a commuter bike path and pocket parks for the City of Baldwin Park. The work also included direct communication with City of Baldwin Park staff, Los Angeles Flood Control District, and US Army Corps. for permitting purposes. Several reports were coordinated for submittal including Hydrology report, Geotech report, Cultural report, and NESMI report. This project has been active with field visits, design, and coordination with subconsultants and city staff but construction for the bike path, pocket parks and the landscaping began in October of 2022.

Client Contact

Sam Gutierrez

Director of Public Works

626.960.4011

sguttierrez@baldwinpark.com

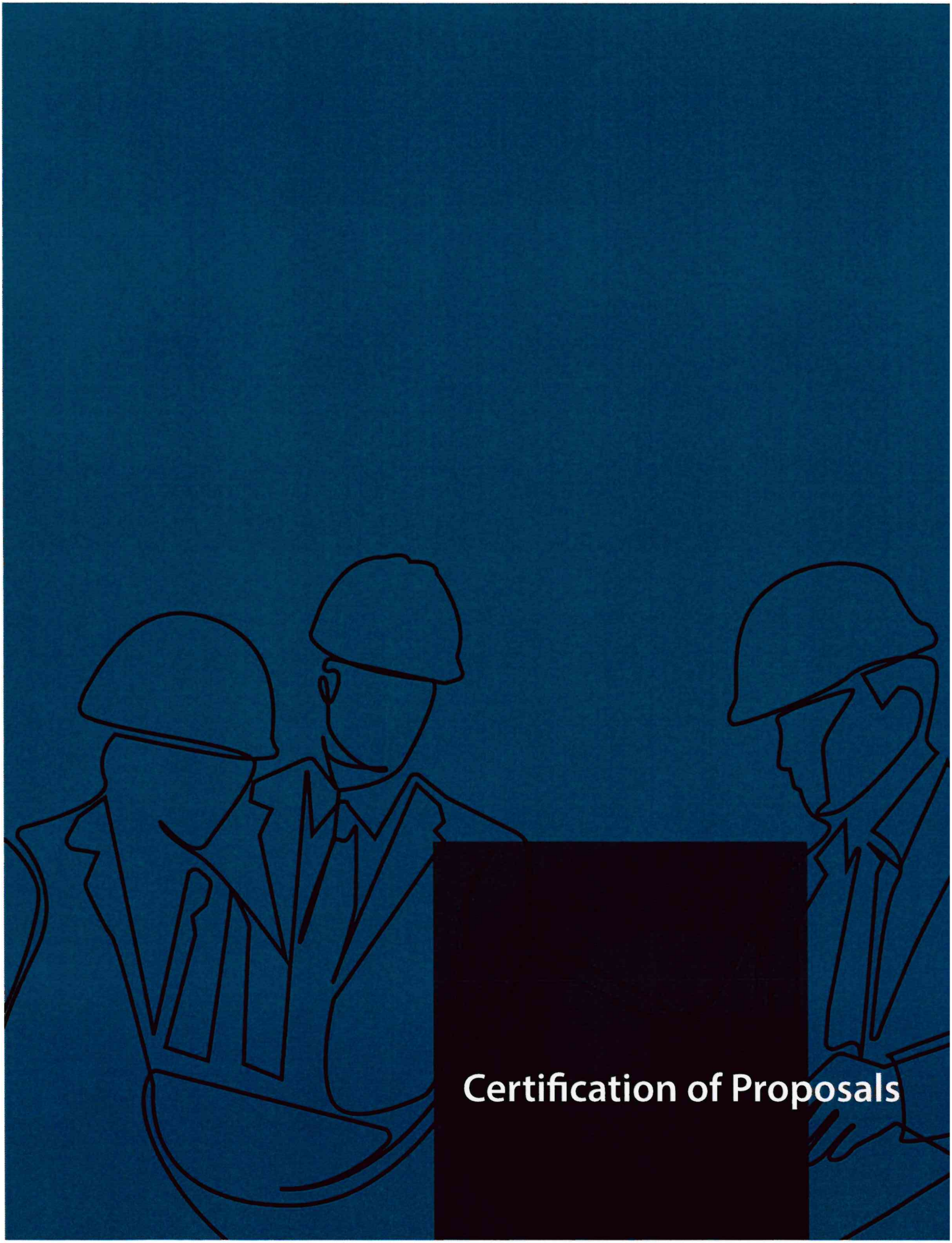
Address

14403 Pacific Avenue

Baldwin Park, CA 91706

Schedule

2018 - 2022



Certification of Proposals

Certification of Proposals

RFQ No. PW-23-03: ON-CALL CIVIL ENGINEERING SERVICES

APPENDIX C

CERTIFICATION OF PROPOSAL TO THE CITY OF PLACENTIA

1. The undersigned hereby submits its proposal and, by doing so, agrees to furnish services to the City in accordance with the Request for Proposal (RFQ), dated October 2023, and to be bound by the terms and conditions of the RFQ.

2. This firm has carefully reviewed its proposal and understands and agrees that the City is not responsible for any errors or omissions on the part of the proposer and that the proposer is responsible for them.

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

4. The proposal includes all of the commentary, figures and data required by the Request for Proposal, dated October 2023.

5. This firm has carefully read and fully understands all of the items contained in Section 7, General Requirements. This firm agrees to all of the general requirements except for those disclosed by the firm in project proposal, listed on an attachment.

6. The proposal shall be valid for 90 days from October 5, 2023.

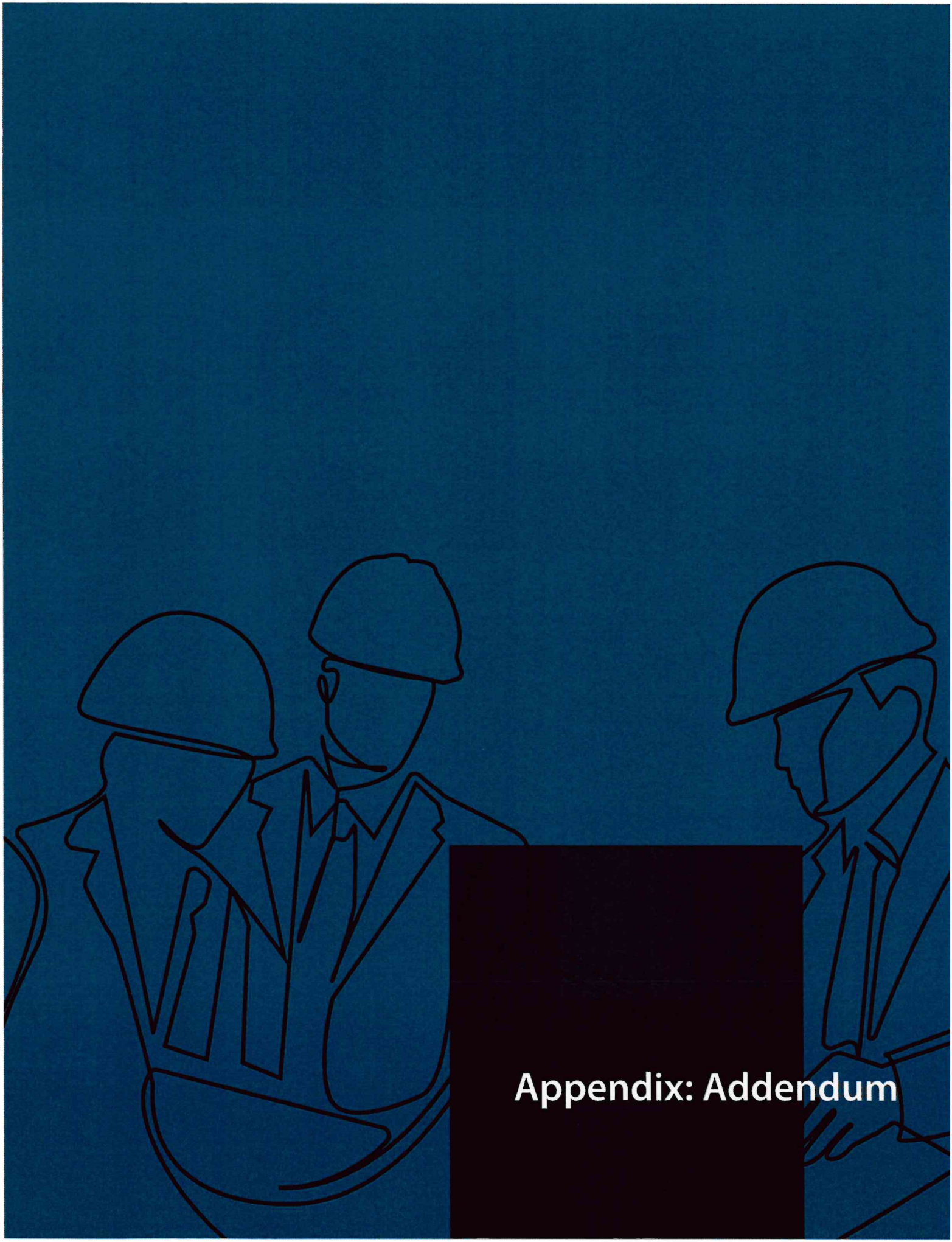
Name of Firm: Infrastructure Engineers, a Bowman company

By: _____
(Authorized Signature)

Type Name: Sid Mousavi

Title: Senior Principal

Date: 10/11/23



Appendix: Addendum

Appendix: Addendum

Mayor
WARD L. SMITH
Mayor Pro Tem
JEREMY B. YAMAGUCHI
Councilmembers:
KEVIN KIRWIN
RHONDA SHADER
CHAD P. WANKE

The People are the City

City Clerk:
ROBERT S. MCKINNELL
City Treasurer
KEVIN A. LARSON
City Administrator
DAMIEN R. ARRULA

401 East Chapman Avenue – Placentia, California 92870

October 10, 2023

Subject: Addendum No. 1 for Request for Qualification for On-Call Civil Engineering Services

Dear Prospective Bidders:

This letter comprises Addendum No. 1 for the Request for Qualification for On-Call Civil Engineering Services issued by the City of Placentia on October 5, 2023. Please take note of the item listed below which will have to be used in the preparation of your bid for this project. The following clarifications/changes are hereby issued:

1. **Contract Amount:** The starting contract not-to-exceed amount for each consultant has been changed from $150,000 and now shall be $500,000 under this RFQ.

Portions of the bid specifications not specifically mentioned in this Addendum remain in force. Bidder must acknowledge receipt of this Addendum with proposal documents submitted at the due date and time specified above. Failure to do so may subject bidder to disqualification.

Sincerely,

Chris Tanio

END OF ADDENDUM NO. 1

This addendum must be acknowledged via Planet Bids and should be included with the bid response.

If you have additional questions regarding Addendum No. 1, please contact Chris Tanio, at (714) 993-8132.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/14/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Certificate Department	
Klein Agency, LLC P.O. Box 219 Timonium MD 21094	PHONE (A/C, No, Ext): (410) 832-7600	FAX (A/C, No): (410) 832-1849
	E-MAIL ADDRESS: certs@kleinagencyllc.com	

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Charter Oak Fire Insurance Co	25615
INSURER B :	Travelers Indemnity Co. of Am	25666
INSURER C :	Travelers Property Casualty Co. of America	25674
INSURER D :	Berkshire Hathaway Specialty Insurance	22276
INSURER E :	Beazley Insurance Company	37540
INSURER F :		

INSURED
Bowman Infrastructure Engineers LTD
3060 Saturn Street, Suite 250
Brea CA 92821

COVERAGES **CERTIFICATE NUMBER:** 23-24 Infrastructure Eng. **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Contractual Liability [ ] GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			6306J047645	08/31/2023	08/31/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY [ ]			8108T020319	08/31/2023	08/31/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 1,000,000 $ $ $ $
C	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			CUP6J395074	08/31/2023	08/31/2024	EACH OCCURRENCE AGGREGATE [ ]	$ 25,000,000 $ 25,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		UB6J317115	08/31/2023	08/31/2024	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D/E	Primary Professional & Pollution Liab / Excess Professional & Pollution Liab			47-EPP-330666-01	08/31/2023	08/31/2024	Each Claim/Aggregate Excess Each Claim/Aggr.	$5,000,000 $5,000,000

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

Re: All operations. Endorsements CGD604, CGD414, GD379, CAF129, CAT474, WC000313 are attached. If required by an insured written contract, executed prior to any loss, The City of Placentia and its elected and appointed boards, officers, officials, agents, employees, and volunteers are an Additional Insured on a primary and non-contributory basis under the General and Auto Liability Policies. If required by an insured written contract, executed prior to any loss, Waiver of Subrogation is provided for General, Auto, and Workers Compensation Policies. Umbrella Policy follows form over General, Auto, and Employer's Liability Policies. 30 day notice of cancellation, 10 day for non-payment.

CERTIFICATE HOLDER

City of Placentia
401 E. Chapman
Placentia CA 92870

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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TRAVELERS

ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 03 13 (00) - 001

POLICY NUMBER: UB-6J317115-23-43-G

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VIRGINIA BUSINESS AUTO COVERAGE EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. BROAD FORM NAMED INSURED

B. BLANKET ADDITIONAL INSURED

C. EMPLOYEE HIRED AUTO

D. EMPLOYEES AS INSURED

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

G. WAIVER OF DEDUCTIBLE – GLASS

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

J. PERSONAL EFFECTS

K. AIRBAGS

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

M. BLANKET WAIVER OF SUBROGATION

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c.** in **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Auto Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section **II**.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph **b.** in **B.5.**, **Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

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(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – LIABILITY COVERAGE**:

(2) Up to $3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – LIABILITY COVERAGE**:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph **(5)** in Paragraph **B.7.**, **Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C.**, Limits Of Insurance, of SECTION **II** – COVERED AUTOS LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C.**, Limits Of Insurance, of SECTION **II** – COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

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(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

(d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D.**, **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b.**, **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is $65 per day, to a maximum of $750 for any one "accident".

I. PHYSICAL DAMAGE — TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a.**, **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL EFFECTS

The following additional coverage is added to Paragraph **A.4.**, **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Effects

We will pay up to $400 for "loss" to wearing apparel and other personal effects which are:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

This Personal Effects limit does not apply to "loss" to the covered "auto" or its equipment.

No deductibles apply to this Personal Effects coverage.

K. AIRBAGS

The following is added to Paragraph **B.3.**, **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;

b. The airbags are not covered under any warranty; and

c. The airbags were not intentionally inflated.

We will pay up to a maximum of $1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS** :

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

(a) You (if you are an individual);

(b) A partner (if you are a partnership);

(c) A member (if you are a limited liability company);

(d) An executive officer, director or insurance manager (if you are a corporation or other organization); or

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(e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph **A.5.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph **A.1.c., Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

   This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **B.5., Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

   Regardless of the provisions of paragraph **a.** and paragraph **d.** of this part **5. Other Insurance,** this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

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BLANKET ADDITIONAL INSURED – AUTOMATIC STATUS IF REQUIRED BY WRITTEN CONTRACT (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that:

a. You agree in a written contract or agreement to include as an additional insured on this Coverage Part; and

b. Has not been added as an additional insured for the same project by attachment of an endorsement under this Coverage Part which includes such person or organization in the endorsement's schedule;

is an insured, but:

a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and

b. Only as described in Paragraph **(1)**, **(2)** or **(3)** below, whichever applies:

(1) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:

(a) The Additional Insured – Owners, Lessees or Contractors – (Form B) endorsement CG 20 10 11 85; or

(b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10 01;

the person or organization is an additional insured only if the injury or damage arises out of "your work" to which the written contract or agreement applies;

(2) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:

(a) The Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13, the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13, or both of such endorsements with either of those edition dates; or

(b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37, without an edition date of such endorsement specified;

the person or organization is an additional insured only if the injury or damage is caused, in whole or in part, by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; or

(3) If neither Paragraph **(1)** nor **(2)** above applies:

(a) The person or organization is an additional insured only if, and to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; and

(b) Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether

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this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section **III** – Limits Of Insurance.

b. The insurance provided to such additional insured does not apply to:

(1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and

(b) Supervisory, inspection, architectural or engineering activities.

(2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

c. The additional insured must comply with the following duties:

(1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

(a) How, when and where the "occurrence" or offense took place;

(b) The names and addresses of any injured persons and witnesses; and

(c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

(2) If a claim is made or "suit" is brought against the additional insured:

(a) Immediately record the specifics of the claim or "suit" and the date received; and

(b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.

(3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

(4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph **4.**, Other Insurance, of Section **IV** – Commercial General Liability Conditions.

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BLANKET ADDITIONAL INSURED – WRITTEN CONTRACTS (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to **SECTION II – WHO IS AN INSURED**:

   Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

   a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and

   b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

   The insurance provided to such additional insured is limited as follows:

   c. In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section **III** – Limits Of Insurance.

   d. This insurance does not apply to the rendering of or failure to render any "professional services" or construction management errors or omissions.

   e. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph **4.a.** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

   The insurance provided to the additional insured is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But this insurance provided to the additional insured still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any "other insurance".

3. The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

   Duties Of An Additional Insured

   As a condition of coverage provided to the additional insured:

   a. The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

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i. How, when and where the "occurrence" or offense took place;

ii. The names and addresses of any injured persons and witnesses; and

iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:

i. Immediately record the specifics of the claim or "suit" and the date received; and

ii. Notify us as soon as practicable.

The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

d. The additional insured must tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover the additional insured for a loss we cover. However, this condition does not affect whether this insurance provided to the additional insured is primary to that other insurance available to the additional insured which covers that person or organization as a named insured.

4. The following is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

a. After the signing and execution of the contract or agreement by you;

b. While that part of the contract or agreement is in effect; and

c. Before the end of the policy period.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR ARCHITECTS, ENGINEERS AND SURVEYORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITYCOVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. Non-Owned Watercraft– 75 Feet Long Or Less

B. Who Is An Insured – Unnamed Subsidiaries

C. Who Is An Insured – Retired Partners, Members, Directors And Employees

D. Who Is An Insured – Employees And Volunteer Workers – Bodily Injury To Co-Employees, Co-Volunteer Workers And Retired Partners, Members, Directors And Employees

E. Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies

F. Blanket Additional Insured – Controlling Interest

G. Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers

H. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises

I. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations

J. Incidental Medical Malpractice

K. Medical Payments – Increased Limit

L. Amendment Of Excess Insurance Condition – Professional Liability

M. Blanket Waiver Of Subrogation – When Required By Written Contract Or Agreement

N. Contractual Liability – Railroads

PROVISIONS

A. NON-OWNED WATERCRAFT – 75 FEET LONG OR LESS

1. The following replaces Paragraph **(2)** of Exclusion **g., Aircraft, Auto Or Watercraft**, in Paragraph **2.** of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

(2) A watercraft you do not own that is:

(a) 75 feet long or less; and

(b) Not being used to carry any person or property for a charge;

2. The following replaces Paragraph **2.e.** of **SECTION II – WHO IS AN INSURED**:

e. Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:

(1) 75 feet long or less; and

(2) Not being used to carry any person or property for a charge;

B. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

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b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

a. Before you maintained an ownership interest of more than 50% in such subsidiary; or

b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph **1.** of Section **II** – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

a. A limited liability company;

b. An organization other than a partnership, joint venture or limited liability company; or

c. A trust;

as indicated in its name or the documents that govern its structure.

C. WHO IS AN INSURED – RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph **2.** of **SECTION II – WHO IS AN INSURED**:

Any person who is your retired partner, member, director or "employee" that is performing services for you under your direct supervision, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, no such retired partner, member, director or "employee" is an insured for:

(1) "Bodily injury":

(a) To you, to your current partners or members (if you are a partnership or joint venture), to your current members (if you are a limited liability company) or to your current directors;

(b) To the spouse, child, parent, brother or sister of that current partner, member or director as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(1)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your retired partners, members, directors or "employees", other than a doctor. Any such retired partners, members, directors or "employees" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

(2) "Personal injury":

(a) To you, to your current or retired partners or members (if you are a partnership or joint venture), to your current or retired members (if you are a limited liability company), to your other current or retired directors or "employees" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that current or retired partner, member, director, "employee" or "volunteer worker" as a consequence of Paragraph **(2)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(2)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

(3) "Property damage" to property:

(a) Owned, occupied or used by; or

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your retired partners, members or directors, your current or retired "employees" or "volunteer workers", any current partner or member (if you are a partnership or joint venture), or any current member (if you are a limited liability company) or current director.

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D. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – BODILY INJURY TO CO-EMPLOYEES, CO-VOLUNTEER WORKERS AND RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Paragraphs **(1)(a)**, **(b)** and **(c)** above do not apply to "bodily injury" to a current or retired co-"employee" while in the course of the co-"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to your other "volunteer workers" or retired partners, members or directors while performing duties related to the conduct of your business.

E. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

The following replaces Paragraph **3.** of **SECTION II – WHO IS AN INSURED**:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only:

(1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

(2) Until the end of the policy period, when that date is later than 180 da ys after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph **1.** of Section **II** – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

a. A limited liability company;

b. An organization other than a partnership, joint venture or limited liability company; or

c. A trust;

as indicated in its name or the documents that govern its structure.

F. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST

1. The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

a. Such financial control; or

b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph **4.** of **SECTION II – WHO IS AN INSURED**:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

G. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed,

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subsequent to the signing of that contract or agreement; and

b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

b. The insurance provided to such person or organization does not apply to:

(1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or

(2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

H. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations.

I. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or

b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

J. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

(a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician, paramedic, athletic trainer, audiologist, dietician, nutritionist,

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occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

(b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph **2.**, **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph **2.a.(1)** of Section **II** – Who Is An Insured.

K. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph **7.** of **SECTION III – LIMITS OF INSURANCE**:

7. Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

a. $10,000; or

b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY

The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage **A** or Coverage **B**.

M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to Paragraph **8.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" that occurs; or

b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.

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N. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:

   c. Any easement or license agreement;

2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

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CITY OF PLACENTIA
PROFESSIONAL SERVICES AGREEMENT
WITH
ARDURRA GROUP INC.

THIS AGREEMENT is made and entered into this 21ST day of November, 2023 ("Effective Date"), by and between the CITY OF PLACENTIA, a municipal corporation ("City"), and Ardurra Group Inc., a California corporation ("Consultant").

W I T N E S S E T H:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide on-call civil engineering services as more fully described herein; and

B. WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. WHEREAS, City and Consultant desire to contract for the specific services described in Exhibit "A" (the "Project") and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in Consultant's Proposal ("Proposal"), attached hereto as Exhibit "A" and incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement. Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. Officers and employees shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City and within the hereinafter specified. Evaluations of the work will be done by the City Administrator or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

(a) Meet with Consultant to review the quality of the work and resolve the

matters of concern;

(b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or

(c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.5. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. 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. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, a notice setting forth provisions of this non-discrimination clause.

Consultant shall, in all solicitations and advertisements for employees placed by, or on behalf of Consultant shall state that all qualified applicants will receive consideration for employment without regard to age, race, color, religion, sex, marital status, national origin, or mental or physical disability. Consultant shall cause the paragraphs contained in this Section to be inserted in all subcontracts for any work covered by the Agreement, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense. All insurance requirements contained in this Agreement are independently applicable to any and all subcontractors that Consultant may engage during the term of this Agreement.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and

employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "A." Consultant's total compensation shall not exceed Five Hundred Thousand Dollars ($ 500,000.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal or which is inconsistent with or in violation of the provisions of this Agreement unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable. Should the City request in writing additional services that increase the hereinabove described "SCOPE OF SERVICES", an additional fee based upon the Consultant's standard hourly rates shall be paid to the Consultant for such additional services.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the Effective Date.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit "A." The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party. If a delay beyond the control of the Consultant is encountered, a time extension may be mutually agreed upon in writing by the City and the Consultant. The

Consultant shall present documentation satisfactory to the City to substantiate any request for a time extension.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of three years, ending on November 21, 2026, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. One (1) two-year extension is available on Consultant performance and at the discretion of the City. Approval of the term extension is contingent upon City Council review and approval at the conclusion of the initial three-year term.s

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing at least fifteen (15) days prior written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City. If the City suspends, terminates or abandons a portion of this Agreement such suspension, termination or abandonment shall not make void or invalidate the remainder of this Agreement.

If the Consultant defaults in the performance of any of the terms or conditions of this Agreement, it shall have ten (10) days after service upon it of written notice of such default in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

The City shall have the right, notwithstanding any other provisions of this Agreement, to terminate this Agreement, at its option and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement, immediately upon service of written notice of termination on the Consultant, if the latter should:

a. Be adjudged a bankrupt;

b. Become insolvent or have a receiver of its assets or property appointed because of insolvency;

c. Make a general assignment for the benefit of creditors;

d. Default in the performance of any obligation or payment of any indebtedness under this Agreement;

e. Suffer any judgment against it to remain unsatisfied or unbonded of record for thirty (30) days or longer; or

f. Institute or suffer to be instituted any procedures for reorganization or rearrangement of its affairs.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination within thirty-five (35) days after service of the

notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant. City shall not be liable for any claim of lost profits.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

(a) Broad-form commercial general liability, in a form at least as broad as ISO from #CG 00 01 04 13, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars ($1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit. If Consultant maintains higher limits that the specified minimum limits, City requires and shall be entitled to coverage for the high limits maintained by the Consultant.

(b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars ($1,000,000.00), combined single limits, each incident for bodily injury and property damage.

(c) Workers' compensation insurance as required by the State of California and Employers Liability Insurance with a minimum limit of $1,000,000 per accident for any employee or employees of Consultant. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers for losses arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

Before execution of this Agreement by the City, the Consultant shall file with the Public Works Director/City Engineer the following signed certification:

> I am aware of, and will comply with, Section 3700 of the Labor Code, requiring every employer to be insured against liability of Workers' Compensation or to undertake self-insurance before commencing any of the work.

The Consultant shall also comply with Section 3800 of the Labor Code by securing, paying for and maintaining in full force and effect for the duration of this Agreement, complete Workers' Compensation Insurance, and shall furnish a Certificate of Insurance to the Public Works Director/City Engineer before execution of this Agreement by the City. The City, its officers and employees shall not be responsible for any claims in law or equity occasioned by failure of the consultant to comply with this section.

Neither the CITY nor any of its elected or appointed officials, officers, agents, employees, or volunteers makes any representation that the types of insurance and the limits specified to be carried by Consultant under this Agreement are adequate to protect Consultant. If Consultant believes that any such insurance coverage is insufficient, Consultant shall provide, at its own expense, such additional insurance as Consultant deems adequate.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions as worded below:

(a) Additional insureds: "The City of Placentia and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."

(b) Notice: "Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required polices are reduced; (3) or the deductible or self-insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, Consultant shall forthwith obtain and submit proof of substitute insurance. Should Consultant fail to immediately procure other insurance, as specified, to substitute for any canceled policy, the City may procure such insurance at Consultant's sole cost and expense."

(c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Placentia, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Placentia shall be excess and not contributing with the insurance provided by this policy."

(d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Placentia, its officers, officials, agents, employees, and volunteers.

(e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self-Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance and endorsements shall be attached hereto as Exhibit "B" and incorporated herein by this reference.

5.5. Non-limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Administrator or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement. It shall be the Consultant's responsibility to assure that the Project Manager is kept informed of the progress of the performance of the services and the Consultant shall refer any decision, which must be made by City, to the Project Manager. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Project Manager.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement and who shall not be

changed by Consultant without the express written approval by the City. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement, or the work hereunder may be provided by personal delivery, facsimile or if mailed, shall be addressed as set forth below and placed in a sealed envelope, postage prepaid, and deposited in the United States Postal Service. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 72 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:	IF TO CITY:
Ardurra Group 1960 E. Grand Avenue, Suite 300 El Segundo, CA 90245 Tel: 714-458-0703	City of Placentia 401 E. Chapman Placentia, CA 92870 Tel: 714-993-8132
Attn: Dino D'Emilia, PE, F. ASCE, QSD	Attn: Chris Tanio

6.5. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.6. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California. Consultant agrees to submit to the personal jurisdiction of such court in the event of such action.

6.7. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.8. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings brought against the City, its elected and appointed officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence, recklessness, or willful misconduct by the Consultant, its employees,

and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, recklessness, or willful misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.9. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

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

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

6.11. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.12. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, preliminary notes, working documents, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City but shall be made available to the City within ten (10) days of request or within ten (10) days of termination. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, preliminary notes and working documents, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City. Consultant or Consultant's agents shall execute such documents as may be necessary from time to time to confirm City's ownership of the copyright in such documents.

6.13. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.14. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.15. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.16. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

6.17. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, the conflict shall be resolved by giving precedence in the following order, if applicable: This Agreement, the City's Request for Proposals, the Consultant's Proposal.

6.18. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.19. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.20. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.21. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.22. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.23. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. 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. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.24. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith

negotiations.

6.25. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF PLACENTIA,
A municipal corporation

_____ Date: _____
Damien R. Arrula, City Administrator

ATTEST:

_____
Robert S. McKinnell, City Clerk

CONSULTANT – Ardurra Group

Dino D'Emilia
_____ Date: 11/8/2023
Signature
Dino D'Emilia
_____
Dino D'Emilia, PE, F. ASCE, QSD
59-1782900
_____
Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

_____ Date: _____
Christian L. Bettenhausen, City Attorney

APPROVED AS TO INSURANCE:

_____ Date: _____

Krystle Murillo, Risk Manager

APPROVED AS TO CONTENT:

Chris Tanio

_____ Date: 11/14/2023

Chris Tanio, Deputy Director/City Engineer

DEPARTMENTAL APPROVAL:

Luis Estevez

_____ Date: 11/14/2023

Luis Estevez, Deputy City Administrator

EXHIBIT A

CONSULTANT'S PROPOSAL AND SCOPE OF WORK

EXHIBIT B

CERTIFICATES OF INSURANCE AND ENDORSEMENTS

A. LETTER OF TRANSMITTAL

ARDURRA

October 26, 2023

City of Placentia
Attn: Chris Tanio, PE, Deputy Director/City Engineer
401 E. Chapman Avenue
Placentia, CA 92870

Subject: Statement of Qualifications to Provide On-Call Civil Engineering Services

Dear Chris Tanio,

The City of Placentia has a diverse range of capital improvement projects to help maintain its mission "to keeping Placentia a pleasant place by providing a safe family atmosphere, superior public services and policies that promote the highest standards of community life."

Ardurra Group, Inc., can help! Our basic philosophy focuses on understanding our client's goals, enabling us to successfully serve as an extension of your staff.

We understand that the City is seeking design consultants knowledgeable in current codes, City standards and ordinances, as well as the City's General Plan, to provide civil engineering services on an as-needed basis. Per the RFQ, services include preliminary project research, studies and investigations; surveying; project design, including preparation of plans, specifications, and estimates (PS&E); utility coordination, construction support, quality assurance/quality control (QA/QC), constructability review, value engineering, and related services.

Our experience encompasses each area of your public works infrastructure projects, such as road, alley, curb, gutter, sidewalk, parking lot, storm drain, and sewer improvements, as well as park and facility improvements. We also have the expertise to support the City's Underground Storage Replacement Project and City Hall and Police Department Office Modernization Project. You will see this experience demonstrated throughout this Statement of Qualifications (SOQ).

Selecting the Ardurra team offers the City the following benefits:

- **The capacity to provide the right staff at the right time.** Client service is a core value for us, and we understand the importance of responsiveness. We have a deep bench of in-house engineers and support staff with expertise in streets, traffic, stormwater, water, sewer, constructability review, and environmental compliance. With our team, you get industry leaders looking for cost-effective and time-sensitive solutions to your toughest challenges. With more than 120 professionals in Southern California, we have the depth of resources and expertise to respond quickly to your needs.

CONTACT INFORMATION

MANAGEMENT CONTACT

Dino D'Emilia, PE, F. ASCE, QSD
CA Public Works Practice Director
1960 E. Grand Avenue, Suite 300
El Segundo, CA 90245
Telephone: 714.458.0703
Email: ddemilia@ardurra.com

PROJECT MANAGER

Mark Lewis, PE, TE
Project Director, Municipal Services
3737 Birch Street, Suite 250
Newport Beach, CA 92660
Telephone: 949.677.0391
Email: mlewis@ardurra.com

WE ARE THE PERFECT FIT FOR THIS CONTRACT

- ✓ Working with municipalities is what we do
- ✓ Knowledgeable of local codes, regulations, community needs and sensitivities
- ✓ Vast experience with varied project types on numerous on-call contracts
- ✓ Effective resource management
- ✓ Flexible, streamlined process that works
- ✓ Former municipal leaders in-house
- ✓ Heart for client service
- ✓ Seamless extension of staff

- **Peace of mind through each phase of your projects.** Our professionals have years of experience managing a wide variety of public works projects, from scoping to design to construction to closeout. We have expert in-house resources, including staff who offer the unique perspective of being former public works directors, city engineers, etc., and are continuing to improve the efficiency and effectiveness of the municipal engineering process. Ardurra's time-tested, proactive approach serves to anticipate and expeditiously address challenges to keep your projects moving forward. Our proven process eliminates surprises, provides predictability, and streamlines delivery.
- **Experience that delivers quality.** Ardurra offers an experienced team that is responsive, flexible, helpful, financially responsible, and quality conscious. Our team is knowledgeable of and conforms to local, state and federal regulations, codes and ordinances, and grant requirements. We have the added benefit of providing constructability review by our in-house construction management group as a standard practice. To assist with any specialty services that may arise, such as survey, geotechnical engineering, landscape architecture, and utility investigation/potholing, we have enlisted CL Surveying and Mapping, GMU, RJM Design Group, and T2 Utility Engineers, respectively. We have partnered with these subconsultants on numerous projects, which enables a streamlined approach and smooth coordination.

We believe Ardurra is best qualified to perform the requested services because our experienced team members have a heart for client service, and they merge seamlessly as an extension of our clients' staff. Working with municipalities is what we do, day in and day out, so we know local codes, regulations, community needs and sensitivities, and proposed developments and their potential impacts to City infrastructure. We have helped deliver hundreds of projects through local on-call contracts. All of this experience has taught our team effective resource management, scheduling, trusted subconsultant partnerships, and a process that works. And having former municipal leaders on staff provides insight and perspective on stakeholder concerns and expectations, and offers continual improvements to processes and streamlining reviews to deliver quality products. Our reputation for providing quality services has been confirmed by our ongoing relationships and extended on-call contracts with agencies throughout California. Our local, comprehensive team is ready to support all of your engineering needs.

We are proposing Dino D'Emilia, PE, F. ASCE, QSD, as our Management Contact, and Mark Lewis, PE, TE, as our Project Manager responsible for day-to-day management. Both bring more than 30 years of experience. Mark has been with Ardurra for three years after serving as Director of Public Works/City Engineer at the City of Fountain Valley for 20 years. Detailed resumes are attached to this SOQ.

With our nearby offices in Newport Beach and El Segundo, and many of our team members being residents of surrounding communities, we are deeply invested in the City's success.

Ardurra is properly licensed and in good standing with the State of California (registration with California Secretary of State – Certificate #073306522; California Department of Industrial Relations Registration # PW-LR-1000392146), and the firm has no conflicts of interest with regard to work performed for the City. We have acknowledged Addendum No. 1, dated October 10, 2023, on PlanetBids, and have attached the addendum at the end of this proposal.

We appreciate the opportunity to present our qualifications and look forward to serving the City of Placentia on this on-call engineering services contract. Please feel free to contact Dino at 714.458.0703 or ddemilia@ardurra.com, or Mark at 949.677.0391 or mlewis@ardurra.com if you have any questions or need additional information.

Respectfully submitted,

Dino D'Emilia, PE, F. ASCE, QSD
California Public Works Practice Director

Mark Lewis, PE, TE
Project Director, Municipal Services



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* Cost Proposal is provided in a separate PDF.

EVALUATION CRITERIA
Quick Reference Guide

MANDATORY ELEMENTS	
a. The firm is independent and properly licensed to practice in California.	Section A. Letter of Transmittal, page 2
b. The firm has no conflict of interest with regard to any other work performed by the firm for the City.	Section A. Letter of Transmittal, page 2
c. The firm adheres to the instructions in this RFQ on preparing and submitting the proposal.	SOQ and separate Cost Proposal
d. The firm included a Letter of Transmittal in the Project Proposal.	Section A. Letter of Transmittal, pages 1-2

EXPERTISE AND EXPERIENCE (60 points)	
i. The quality of the firm's and individual personnel's experience in providing professional design and engineering services for City Capital Improvement Projects as described in the Scope of Services. The quality of the personnel's demonstrated expertise in producing detailed plans and related engineering services.	Section C. Summary Sheet, pages 6-32, Section F. References, pages 46-51
ii. The quality of professional personnel's education, certifications, licenses, and years of experience designing plans and providing construction support.	Section C. Summary Sheet, pages 7-31
iii. Public agency references relative to personnel assigned to this contract; long-term working relationships, multiple projects delivered for same agencies.	Section F. References, pages 46-51
iv. Firm's statement on why it believes itself to be best qualified.	Section A. Letter of Transmittal, pages 1-2, Section D. Allocation of Resources, page 34

SCOPE OF WORK (20 points)	
i. Contract scope of work outlined in Section 4 of the RFQ is addressed, and the proposal demonstrates that the proposer thoroughly understands the City's needs and expectations, and how those will be met.	Section E. Understanding of Scope of Work, page 36-43
ii. Inclusion of additional work scope/deliverables that complements and enhances the City's scope of work which will ultimately deliver better services and construction projects.	Section E. Understanding of Scope of Work, page 39-43

ALLOCATION OF RESOURCES (20 points)	
i. Conceptual plan that outlines how the firm's resources will be leveraged to deliver Civil Engineering Services that ultimately result in better projects.	Section D. Allocation of Resources, page 33
ii. Identify any distinguishing features, resources, skills and/or services your firm can allocate to this contract to deliver the City's capital improvement projects.	Section D. Allocation of Resources, page 34



RFQ No. PW-23-03: ON-CALL CIVIL ENGINEERING SERVICES

APPENDIX B

SUMMARY SHEET

Firm Name: Ardurra Group, Inc.

Firm Parent or Ownership: Ardurra operates as a portfolio company of Littlejohn & Co. LLC

Firm Address: 3737 Birch Street, Suite 250

Newport Beach, CA 92660

Firm Telephone Number: 949.428.1500

Firm Fax Number: 949.258.5053

Number of years in existence: 46

Management Contact (person responsible for direct contact with the City of Placentia and services required for this Request for Proposal):

Name: Dino D'Emilia, PE, F. ASCE, QSD Title: California Public Works Practice Director

Telephone Number: 714.458.0703 Fax: 949.258.5053

Email: ddemilia@ardurra.com

Project Manager (Person responsible for day-to-day servicing of the account):

Name: Mark Lewis, PE, TE Title: Project Director, Municipal Services

Telephone Number: 949.677.0391 Fax: 949.258.5053

Email: mlewis@ardurra.com

Types of services provided by the firm: Public works/civil planning, design, construction management (CM) and inspection; water/wastewater planning design, CM and inspection; environmental; land development; emergency management; structural engineering; public outreach; plan review and plan check; code compliance enforcement; and grant administration

PERSONNEL EXPERIENCE & QUALIFICATIONS

We understand the key issue for providing effective services is to be highly responsive and have the depth of resources locally available to fulfill your project needs. Ardurra has assembled a team knowledgeable and experienced in design and engineering of various capital improvement projects.

Ardurra's civil engineering design team is experienced and technically current in the design, construction, rehabilitation, maintenance and funding of highways, roadways, bridges, complete streets, green streets, roundabouts, soundwalls, retaining walls, alleys, curbs, gutters, sidewalks, parking lots, slurry, landscape/median enhancements, parks, facilities, traffic and transportation engineering, hydrologic and hydraulic (H&H) analyses and reports, WQMPs, SWPPPs, and NPDES documents, as well as sewer and storm drain improvements.

Our engineers are well-versed in CADD, and we have experts who can assist with development review, permitting, environmental compliance, GIS, and surveying. We also help deliver projects as an extension of staff to numerous cities and municipalities throughout Southern California. Our staff members are well-trained in problem solving. We process all issues with a sense of urgency and present our clients with suggested alternatives, cost and schedule affects, and recommended solutions that best suit the interests of the project and the City.

The Ardurra team is available and ready to start working immediately on any task defined by the City. Our team members have a track record of delivering detailed plans and services on schedule. If an accelerated project delivery schedule is required, Ardurra has the depth to add more staff to get the work done. Our project managers are adept at allocating the right resources with the best mix of availability and expertise for the task assigned, and they can draw from our deep bench of experienced professionals to serve a large number of concurrent projects as needed.

- ✓ You will see this deep bench of local resources that we offer on the organization chart illustrated on page 32.

MANAGEMENT CONTACT | Dino D'Emilia, PE, F. ASCE, QSD

Ardurra's California Public Works Practice Director, Dino D'Emilia, PE, F. ASCE, QSD, has delivered public works infrastructure projects valued at more than $1 billion for public agency clients. He has played critical roles on infrastructure projects to build, renew and upgrade freeways, city streets, transit centers, pedestrian paths, light rail, water mains, sewers, storm drains, greenbelts, soccer fields, and recreation centers. He is also recognized by peers and clients for his expertise in compliance with federal contract requirements and the Caltrans Local Assistance Procedures Manual.

- ✓ Dino's detailed resume is included on page 25.

PROJECT MANAGER | Mark Lewis, PE, TE

Mark Lewis, PE, TE, is proposed to lead Ardurra's team. As Project Manager, Mark is prepared to respond to a variety of requests from the City and execute each task order to meet your diverse needs. Once a task order is received, Mark will review/develop the scope with the task leaders and provide the City with resumes of available staff with the best mix of experience and expertise for the task assigned. Mark brings 38 years of experience and the unique perspective of a former Director of Public Works/City Engineer in which he served 20 years in that role for the City of Fountain Valley. While at Ardurra, he offers insight and guidance to a number of cities and water districts where he has provided onsite program and project management; staff assistance; organizational review; mentoring; capital project development; preparation of capital project bid packages; guidance on water and wastewater collection systems and design strategies to maximize cost efficiency and minimize ongoing maintenance; creative project funding strategies; review and strategy for development of municipal buildings; preparation of multi-year CIPs; landscape concept strategies; and preparation of traffic control, striping, and detour plans.

- ✓ Mark's detailed resume is included on page 28.

PERSONNEL

- ✓ Below we have provided abbreviated resumes for each of our team members, followed by detailed resumes of our Management Contact and Project Manager.



KEN ROSENFIELD, PE, QSD/P, ENV SP

Project Director

Role: QA/QC /Constructability/Value Engineering, Civil Engineering

Education: MBA/1989/UC Riverside; BS/1978/Civil & Environmental Engineering/University of California, Irvine

Registrations: 1981/PE/Civil/CA #C033496

Certifications: Envision Sustainability Professional; Qualified SWPPP Developer/Practitioner (QSD/QSP); Disaster Service Worker/CA

Years of Experience: 45 total/1 with firm

Kenneth Rosenfield, PE, brings 45 years of experience in public works management, project management, construction management, and municipal engineering services. Ken retired in 2022 from the City of Laguna Hills after completing a 27-year career with the City. During his tenure, he directly managed 130 projects that involved project management, CM, and compliance with federal regulations for federally funded projects. The total value of these projects was over $145M at time of construction. Management of projects included meeting all requirements of federally funded, state-funded, local sales tax-funded, and locally funded obligations. As the City's first Public Services Director/City Engineer, his work included public works management; engineering planning and design; capital projects planning, grant applications, operating and capital budgeting, design and implementation; maintenance of all public properties; permitting; construction administration, inspection, and resident engineer; park and landscape maintenance; traffic signal management and maintenance; land development design review, plan check, subdivision, and environmental processing; and consultant procurement and management.

Since joining Ardurra, he has been an integral part of the municipal services team. He has assisted public agencies by providing project management services to fulfill the implementation of their Capital Improvement Programs. Assisted an Orange County agency to meet federal contract requirements for roadway construction by creating and coordinating Caltrans submittals allowing the project to be advertised for bids. For a Los Angeles County agency, has undertaken multiple projects, including a constructability evaluation of a major wayfinding sign program to result in the project being made ready to bid, project managing five public building improvement projects, including developing a request for proposal and coordinating the retention of an architectural team to implement the projects and implementing the recently completed re-dedication of the Bruce's Beach Park monument.



JOHN WOLITARSKY, CCM

Senior Project/Construction Manager

Role: Constructability/Value Eng., Staff Augmentation/Peer Review

Education: BS/1986/Business Administration/USC Los Angeles

Certifications: Certified Construction Manager (CCM)/Construction Management Association of America #10457

Years of Experience: 37 total/7 with firm

John Wolitarsky, CCM, has delivered critical public facility, recreation, aquatics, roadway, water and utility improvement projects for many Southern California cities and regional agencies. He has managed high-profile arterial roadway improvements, such as the City of Fountain Valley's $3.2M, Edinger Avenue-Harbor Boulevard rehabilitation. John's equally extensive water project background includes the renewal and replacement of domestic water and sewer lines and reservoirs. For the City of South Pasadena, John directed the $20M Garfield Reservoir replacement. His public facility improvement work also includes recreation complexes, fire stations, fountains and parks and aquatic centers, such as the $12M City of Santa Monica Aquatic Center.

RELEVANT EXPERIENCE

- Cypress Police Department Seismic Retrofit, Emergency Operations Center, and Modernization Project, City of Cypress
- Fountain Valley Recreation Center Exterior Improvements, City of Fountain Valley
- Sanitary Sewer Facilities Rehabilitation City of Redondo Beach
- 15th Street Bike Boulevard of Parks, City of Long Beach
- Redondo Beach Transit Center, City of Redondo Beach
- Torrance Transit Park and Ride Regional Terminal, City of Torrance
- Burton Way Median Green and Water Efficient Landscape Project, City of Beverly Hills
- Laguna Channel Improvement Project, City of Laguna Beach
- Residential Roadway Rehabilitation Project, No. GT229, City of Fountain Valley
- Carson Street Master Plan Implementation, City of Carson
- 2017 Sanitary Sewer Facilities Rehabilitation Project, No. 50150, City of Redondo Beach
- Whitewater Preserve Flood Control Project, Wildlands Conservancy, Oak Glen
- Hermosa Avenue Pavement Resurfacing Project, City of Hermosa Beach
- Euclid Street Rehabilitation and Resurfacing, City of Fountain Valley



ANISSA VOYIATZES, PE, QSD, ENV SP

Engineering/Municipal Services Group Leader

Role: Civil Engineering Lead

Education: BS/1993/Civil Engineering/CSU Chico
Registrations: 1997/PE/Civil/CA #57710
Certifications: Envision Sustainability Professional/Institute for Sustainable Infrastructure; Qualified SWPPP Developer
Years of Experience: 29 total/4 with firm

Anissa Voyiatzes, PE, QSD, ENV SP, brings 29 years of experience in civil engineering planning, design, program and project management for transportation and public works facilities. These projects have included complete streets and streetscape projects, bikeway, roadway widening, rehabilitation, ADA compliance evaluation and improvements, utility engineering, site grading, traffic engineering, flood control facilities, drainage systems, sewer, and water systems, parking lots and retaining walls. She specializes in public works engineering that incorporates sustainable design practices.

Having spent many years leading multi-discipline design teams delivering public works projects off on-call contracts throughout Southern California, Anissa is intimately familiar with the challenges that the City may face. Anissa's project management approach, which has been key to her success, involves focusing on the needs of her clients while staying flexible and adaptable through the life of the project. Her proven approach and established stakeholder relationships, coupled with her comprehensive understanding of the key issues, make Anissa a perfect fit for her role on this contract.

RELEVANT EXPERIENCE

- Market Street Pedestrian and Streetscape Enhancements Project, (LA River to Cherry Avenue), City of Long Beach
- ADA Ramp Program, City of Long Beach
- Pedestrian Accessibility Improvements Design, City of Long Beach
- 2019 Cycle 1 Residential Street Improvements, City of Manhattan Beach
- Plaza Del Amo at Western Mobility Enhancement, T-177, City of Torrance
- I-210 Soundwalls, Supplemental Environmental Report (NBSSR) and PS&E Phase III, City of La Cañada Flintridge
- Doheny Village Connectivity Improvements Project City of Dana Point
- Rosecrans Avenue Arterial Improvement Project, City of Gardena
- Pacific Coast Highway Traffic Congestion Relief Project, Dana Point



MEGH GOVINDU, PE*, PTOE

Senior Project Manager

Role: Traffic Engineering Lead

Education: MS/Civil Engineering/University of Alabama; BS/Civil Engineering/Osmania University, India
Registrations: PE* – TX #105465 & OH #73526
Certifications: Professional Traffic Operations Engineer PTOE #2634
Years of Experience: 20 total/13 with firm

Megh Govindu has more than 20 years of experience in traffic engineering and transportation planning. His expertise lies in signal timing and implementation, traffic impact analysis, access management analysis, road-diet analysis, corridor studies, feasibility studies, safety analysis, neighborhood traffic calming, traffic incident management, warrant analysis, signal systems, signal design, signing and marking design, cost estimation and specifications, and intelligent transportation systems.

RELEVANT EXPERIENCE

- Atlanta BeltLine Transportation Analysis Report for Subarea Two and Three, Atlanta, GA
- Maryland National Capital Park and Planning Commission Subregion Four Transportation Analysis, Prince George County, MD
- US 27 Widening, Troup County, GA
- Hanson Street Extension, Lee County, FL
- Oak Grove Village Mixed Use Development Traffic Impact Analysis, Pasco County, FL
- Thompson Road Improvements, Harris County, TX
- Gaines School Road-diet, Athens-Clarke County, GA
- Fletcher Avenue Access Management and Corridor Study, Hillsborough County, FL
- Chiquita Blvd. Access Management & Corridor Study, Cape Coral, FL
- Safe Routes to School, Preliminary Sidewalk Design, Pinellas/Pasco County, FL
- Corkscrew Commerce Park Turn Lane Evaluation, Lee County, FL
- Dowlen Road Traffic Signal Design, Beaumont, TX
- Traffic Signal Design & Construction Phase Services, City of Houston TX
- Fiddlesticks Conceptual Turn Lane Evaluation, Lee County, FL
- Signal Design, Loudon County and Prince William County, VA
- Georgia Department of Transportation Statewide Signal Timing Contract



DEBORAH DE BOW, PE
Project Manager

Role: Staff Augmentation/Plan Check/Peer Review

Education: BS/Civil Engineering/University of the Pacific, Cum Laude
Registrations: 1988/PE/Civil/CA #43607
Years of Experience: 40 total/0.5 with firm

A highly skilled public works professional with experience working in both the public and private sector, Deborah De Bow spent the majority of her career as an engineer for the City of Huntington Beach. She has nearly 40 years of experience in the planning, design, and construction management of public utilities and capital projects. In addition, Deborah offers unique expertise with the processing and approving of residential, commercial, and industrial private development projects, including developing and enforcing conditions of approval and development requirements, environmental review, regulatory approvals, and public hearings. She has extensive experience with budget preparation and has authored and delivered hundreds of technical and staff reports for City Council approvals. Deborah is a graduate of the City of Huntington Beach Leadership and Management Academy and was awarded the **Mayor's Award of Excellence** before retiring from the City in 2020.

As Acting City Engineer at the City of Huntington Beach from 2019-2020, Deborah was responsible for the City's infrastructure design, inspection, construction administration, surveying, water quality (urban runoff), right-of-way encroachment permitting, and private development plan review and approval. Her responsibilities included strategic planning, managing, and directing the City's Capital Improvement Program, which consisted of projects related to public street improvements; sewer, water, and stormwater infrastructure; public parks; buildings; and facilities.

RELEVANT EXPERIENCE

- City of Irvine Public Safety Improvements
- Irvine Civic Center Expansion Project
- Acting City Engineer, City of Huntington Beach*
- Principal/Senior/Associate Engineer, City of Huntington Beach*
- Associate Civil Engineer, City of Cypress*
- Assistant Engineer, City of Hermosa Beach*

**Prior to joining Ardurra*



JOSE HERNANDEZ, PE, QSD
Senior Project Manager

Role: Civil & Traffic Eng., Staff Augmentation/Plan Check/Peer Review

Education: MBA/2005/CSU Long Beach;
BS/1998/Civil Engineering/CSU Pomona
Registrations: 2005/PE/Civil/CA #68384
Certifications: California Certified QSD/QSP #024024
Years of Experience: 25 total/3 with firm

Jose Hernandez, PE, QSD/P, has 25 years of experience overseeing projects of varying size and complexity through design, permitting and construction. Jose has managed the design of projects involving storm drain improvements, street rehabilitation, ADA improvements, concrete flatwork improvements, restriping, and designing for impacts to utilities. He is well-versed with design standards, techniques and analytical methods, bid specifications, and cost estimating. Jose's projects have won ASCE Project of the Year for Airports and Ports and for Urban and Land Development.

RELEVANT EXPERIENCE

- As-Needed Engineering Design Services for Various CIP Projects, City of Brea
- Brea 265 Development, Plan Check Services, City of Brea
- Brea Mall Development Project, Plan Check Services, City of Brea
- On-Call Civil Engineering Services for Various Public Works Projects, City of La Habra
- La Habra Boulevard (Valley Home Avenue to Beach Boulevard), Cypress Street (La Habra Blvd. to Whittier Blvd.), and Palm Street (La Habra Blvd. to northerly City limits), City of La Habra
- On-Call Civil Engineering – Street Design/Rehabilitation Projects, City of Long Beach
- Randall Avenue Roadway Improvements, City of Rialto
- Jasmine Storm Drain Low-Flow Diversion Design, Capital Program Management, City of Laguna Beach
- Orange Grove Boulevard Resurfacing, On-Call Project Management, City of Pasadena
- Electric Charging Infrastructure, Royal Coach Tours, San Jose
- Century Villages at Cabrillo – The Cove, Phase VI Development, Century Affordable Development, Inc., Long Beach
- Town Center Plaza Improvements, City of Santa Fe Springs
- Century Villages at Cabrillo – Casa de Cabrillo Landscape Design, Century Affordable Development, Inc., Long Beach



LISETTE BICE, PE, QSD, ENV SP

Project Manager

Role: Civil Engineering, Staff Augmentation/Plan Check/Peer Review

Education: BS/2004/Civil Engineering/CSU Long Beach
Registrations: 2014/PE/Civil/CA #83157
Certifications: Qualified SWPPP Developer (QSD); Qualified SWPPP Practitioner (QSP) #83157
Years of Experience: 19 total/4 with firm

Lisette Bice, PE, QSD, ENV SP is a dedicated civil engineer highly skilled in all phases of public works engineering projects. Lisette's expertise includes planning and design of streets, right-of-way engineering, pedestrian paths (trails) and cyclist safety improvements, grading, sewer, water, and storm drains, identifying seismic and geometric deficiencies, preparing erosion control plans, SWPPP and permitting. As project manager, Lisette has been responsible for the preparation of PS&E for a wide range of projects including street rehabilitation plans and drainage improvements for numerous cities throughout Southern California. She successfully completes projects within budget and on schedule. Lisette is a forward-thinking professional engineer and extremely capable of identifying public works infrastructure design issues and resourcefully providing environmentally conscious and cost-effective solutions. Lisette is committed to building and maintaining strong client and stakeholder relationships through effective communication skills.

RELEVANT EXPERIENCE

- Market Street Complete Streets, (LA River to Cherry Avenue) FTIP #LAF7615, City of Long Beach
- Plaza Del Amo at Western Mobility Enhancement, T-177, City of Torrance
- Pedestrian Accessibility Improvements Design, City of Long Beach
- "8 to 80" Project, City of Long Beach
- Studebaker Complete Street Corridor, City of Long Beach
- Studebaker Road/SR-22 Westbound On/Off Ramp Project, City of Long Beach
- I-210 Soundwalls, Supplemental Environmental Report (NBSSR) and Plans, Specifications and Estimates Phase III, City of La Cañada Flintridge
- Delta Bike Boulevard Project, City of Long Beach
- Storm Drain and Street Design Services, City of Santa Monica
- Torrance Transit Bus Shelter Relocation, City of Torrance



ANDREA MOSQUEDA, PE

Design Engineer

Role: Civil Engineering

Education: MS/2022/Civil Engineering, Structural/CSU Long Beach; BS/2017/Civil Engineering/Stanford University
Registrations: 2021/PE/Civil/CA #93376
Certifications: Environmental Sustainability Professional #30684
Years of Experience: 6 total/3 with firm

Andrea Mosqueda, PE, has six years of experience in civil engineering. Andrea has solid experience participating in design and water resources projects. With a tenacity to learn and apply acquired skills, Andrea seeks to grow into a well-rounded civil engineer and contribute to the betterment of infrastructure in the communities she serves. Andrea is bilingual in English and Spanish and possesses skills in concept development, hydrology, hydraulics, watershed modeling, water quality monitoring, public speaking, and volunteer management. She is proficient in multiple engineering software programs including ArcGIS, AutoCAD Civil 3D, HEC-RAS, WMS, and XPSWMM.

RELEVANT EXPERIENCE

- Century Villages at Cabrillo – The Cove, Phase VI, Century Affordable Development, Inc., Long Beach
- Plaza Del Amo at Western Mobility Enhancement, T-177, Torrance
- I-210 Soundwalls, Supplemental Environmental Report and PS&E Phases II, III and IV, City of La Cañada Flintridge
- Jasmine Storm Drain Low-Flow Diversion Design, City of Laguna Beach
- North Hill Complete Streets Project, City of Pasadena
- Lower Los Angeles River Channel Restoration and Access Project, Paramount
- Los Angeles River Bikeway Project, City of Los Angeles Bureau of Engineering, Los Angeles
- McGaw Apartments, Irvine
- Vacaville Charging Infrastructure, City of Vacaville
- Wilmington Urban Greening Plan, Los Angeles Sanitation, Wilmington
- Engineering Services, Fullerton
- John Anson Ford Park Subsurface Infiltration Cistern Project, City of Bell Gardens
- Los Angeles River Bikeway Project, City of Los Angeles Bureau of Engineering



BRADLEY WALDROP, PE

Transportation Services Group Leader

Role: Civil Engineering

Education: BS/1999/Civil Engineering, CSU Sacramento
Registrations: 1999/PE/Civil/CA #C59724
Years of Experience: 33 total/2 with firm

Bradley Waldrop, PE, has a 33-year-long distinguished career of technical and operational excellence serving the civil engineering, construction management and public works industries. Bradley started his career in the development of new design and construction technologies to retrofit California's at-risk bridges after the Loma Prieta Earthquake. As his technical expertise expanded, he provided design leadership in long-span and signature structures such as the Interstate-40 Mississippi River Bridge, the North Viaduct of the Golden Gate Bridge, and the Benicia-Martinez Bridge. Bradley was part of a three-member team to invent a unique eccentrically braced frame system for steel buildings, now called Tru-Frame®. Today, Bradley focuses on delivering clever solutions to local public agencies biggest civil engineering challenges as he continues to deliver award-winning projects.

RELEVANT EXPERIENCE

- Wardlow Road Rehabilitation, City of Long Beach
- Superior Avenue Pedestrian/Bicycle Bridge and Parking Lot, City of Newport Beach
- Bridge and Structures Constructability On-Call Services, County of Riverside
- Roseville Parkway Bridge over False Ravine, City of Roseville
- Secret Ravine Parkway Bridge over False Ravine, City of Roseville
- Club Center Drive Bridge over East Drain Canal, City of Sacramento
- On-Call Engineering Consultant Services for Various Public Works Projects, County of San Benito
- Traffic Signal Safety Project, Sacramento
- Highway 111 Beautification, City of Indian Wells
- East Bidwell/US50 Interchange, Rancho Cordova
- The Ranch Plan Planned Community, Plan Check Services, County of Orange
- Carbon Canyon Booster Pump Stations No. 2 & 3, City of Brea
- Lower Los Angeles River Channel Restoration and Access Project, Paramount



ELI FARAH, PE, QSD, ENV SP

Project Engineer

Role: Civil Engineering, Traffic Engineering Support

Education: BS/2012/Civil Engineering/University of Damascus, Damascus, Syria
Registrations: 2019/PE/Civil/CA #90120
Certifications: Qualified SWPPP Developer; Environmental Sustainability Professional
Years of Experience: 11 total/3 with firm

Eli Farah, PE, has 11 years of experience in design and production that includes geometric design and development of major highways, local streets, bicycle, and pedestrian facilities. In addition to providing quality content for PS&E packages with timely delivery and within budget constraints, Eli has worked on a variety of civil engineering projects focusing on the planning and final design of major transportation projects in compliance with local, state, and federal standards and procedures.

RELEVANT EXPERIENCE

- Doheny Village Connectivity Improvements Project City of Dana Point
- Randall Avenue Street Improvements, City of Rialto
- North Hill Avenue Complete Streets Project, Pasadena
- ADA Ramp Program, City of Long Beach
- I-210 Soundwalls, Phase III, City of La Cañada Flintridge
- Superior Avenue Pedestrian/Bicycle Bridge and Parking Lot, City of Newport Beach
- Georgetown Drive and Bedford Canyon Traffic Signal Installation, Corona
- Palos Verdes Drive East Widening Project, Rancho Palos Verdes
- I-880 Marina Blvd. and Davis St. Interchanges Project, San Leandro
- North-South Greenway Gap Closure Project, TAM, Marin County
- SR-84 Widening & SR-84/I-680 Interchange Improvements (I-680 to I-580), ACTC
- Mathilda Avenue Improvements at US 101 and SR 237, VTA, Sunnyvale
- Yerba Buena Island West-Side Viaduct, San Francisco
- Google Landings Campus Development, Mountain View
- Google Campuses Bicycle Improvements, City of Sunnyvale
- Stoneridge Drive Interchange NB On-Ramp Widening, VTA, City of San Jose



MIGUEL HURTADO, PE
Project Engineer

Role: Civil Engineering, Staff Augmentation/Plan Check/Peer Review

Education: MA/2014/Public Administration/CSU Fullerton; BS/2009/Civil Engineering/California State Polytechnic University at Pomona

Registrations: 2017/PE/Civil/CA #88091

Years of Experience: 14 total/8 with firm

Miguel Hurtado, PE, is a design engineer with significant civil engineering experience. Miguel has been involved with pedestrian and streetscape enhancements in the City of Long Beach, roadway widening in the Cities of Anaheim, Santa Fe Springs and Whittier and served as design engineer for LA Metro's I-605 Arterial Hotspots in the Cities of La Mirada and Santa Fe Springs that involved modification to raised medians, street widening and restriping. Miguel's expertise also includes PS&E preparation for the rehabilitation and reconstruction of streets, including pavement recycling experience using FDR and CIR. Miguel is proficient in AutoCAD, Civil 3D, inRoads and ArcGIS and has an in-depth knowledge of Southern California plan and specification criteria and standards.

RELEVANT EXPERIENCE

- Country Lane Street Improvements, City of Brea
- Century Villages at Cabrillo – The Cove, Phase VI Development, Century Affordable Development, Inc., Long Beach
- Whitaker Park, David Volz Design, City of Buena Park
- Town Center Plaza Improvements, City of Santa Fe Springs
- Market Street Pedestrian and Streetscape Enhancements Project, (LA River to Cherry Avenue), City of Long Beach
- Annual Arterial Street Rehabilitation, City of La Habra
- Lincoln Avenue Widening, City of Anaheim
- Jasmine Street Storm Drain, City of Laguna Beach
- Alley Rehabilitation Project, City of Alhambra
- Seaside Way Storm Drain, City of Long Beach
- Florence Avenue Widening, City of Santa Fe Springs
- Parkmead Street Reconstruction, City of Santa Fe Springs
- Atlantic Avenue Pedestrian Enhancements, City of Long Beach
- Firestone Avenue Rehabilitation, City of Downey
- Brookshire Avenue Pavement Rehabilitation Project, City of Downey
- Hacienda/Whittier Intersection Improvements, City of La Habra
- Orange Grove Boulevard Resurfacing City of Pasadena
- Arterial Pavement Rehabilitation, City of San Juan Capistrano



TERESA KELLEY, PE
Project Manager

Role: Civil Engineering, Staff Augmentation/Plan Check/Peer Review

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

Registrations: 1985/PE/Civil/CA #39532

Years of Experience: 41 total/12 with firm

Teresa Kelley, PE, has more than 40 years of engineering and project management experience. She has a demonstrated history of managing projects with a variety of stakeholders, and producing accurate and timely PS&E and technical reports. Her technical experience includes preliminary engineering, preparation of PS&Es, engineering reviews, quality control plan reviews, project studies, project approval reports and environmental report development and has produced final documents for construction and construction management. As a project manager and engineer for local agencies she has coordinated with multiple stakeholders, prepared and processed schedules, PS&E documents, RFPs, RFIs, addendums, change orders, plan checks, staff reports, bid evaluations, permits, invoices and LA Metro and federal funding documents required for project funding compliance during phases of design and construction. In addition, her experience includes stepping in as an interim contract assistant city engineer for an Orange County city. She has also performed plan checks, reviews and/or design projects involving landscaping and irrigation, right-of-way mapping, H&H designs, NPDES permit requirements, BMP requirements, SWPPPs and WPCPs, local street, highway and freeway improvements, and traffic engineering related to phasing, staging, and striping.

RELEVANT EXPERIENCE

- I-210 Soundwall Improvements, City of La Cañada Flintridge
- On-Call Municipal Engineering Services, Opportunity Studies Area Projects, City of Lake Forest
- Civic Center Plan Check & PS&E Constructability Review, City of Lake Forest
- City of Tustin and Seal Beach Plan Check Manager
- Building/Safety & Engineering and Inspection Orange County Development Services
- Rancho Santa Margarita Interim Contract Assistant City Engineer
- Shoreline Drive Improvements Project Management, Long Beach
- Birch Street Overcrossing Widening, SR-73, City of Newport Beach



BOB MERRELL, PE
Senior Project Manager

Role: Civil Engineering, Staff Augmentation/Plan Check/Peer Review

Education: BS/1974/Civil Engineering/CSU Long Beach
Registrations: 1977/PE/Civil/CA #28100
Years of Experience: 50 total/10 with firm

Robert "Bob" Merrell, PE, has an extensive career of more than 40 years in project design and construction management for public works improvements. His expertise includes design management and right-of-way coordination for projects involving the rehabilitation or widening of major arterials and collector streets, construction of storm drain facilities and improvements to community parks. Specific areas of expertise include storm drain facilities, regional channel improvements including a large debris dam, major arterial and collector street widening, railroad grade separations, freeway improvements and bridge projects. On behalf of cities throughout Southern California, he has also served as construction manager and inspector for various public works projects and as the engineer of record to advance the formation and use of community facilities and assessment districts.

RELEVANT EXPERIENCE

- Jasmine Street Storm Drain, City of Laguna Beach
- 2017 Sanitary Sewer Facilities Rehabilitation Project, No. 50150, City of Redondo Beach
- Urban Runoff Diversion and Sewer Connection at Gaviota Drive, City of Laguna Beach
- Seaside Way Storm Drain, City of Long Beach
- Point Vicente Interpretive Center Expansion and Sanitary Sewer Force Main, City of Rancho Palos Verdes
- Westminster Avenue Storm Drain Study, City of Seal Beach
- I-405 Freeway Widening, Plan Review and Inspection, Fountain Valley and Westminster
- Safe Routes to Schools Pedestrian Improvements at Four Schools, City of Santa Monica
- McBean Parkway Median Alignment, City of Santa Clarita
- Palos Verdes Dr. East Safety Improvements, City of Rancho Palos Verdes
- Market Street Pedestrian & Streetscape Enhancements, City of Long Beach
- Lincoln Avenue Widening, City of Anaheim
- Phase 2 Neighborhood Street Rehabilitation, City of La Mirada



ADILIA MILLER, PE
Project Manager

Role: Civil Engineering, Staff Augmentation/Plan Check/Peer Review

Education: BS/2008/Civil Engineering/CSU Los Angeles; AS/2002/Liberal Art and Science/San Antonio College
Registrations: 2015/PE/Civil/CA #83919
Certifications: Street Maintenance Technology Program/LA Trade Technical College/2016
Years of Experience: 15 total/1 with firm

Adilia Miller, PE, is a committed civil engineer highly skilled in many phases of public works engineering projects. Adilia's experience includes overseeing capital improvement projects from initial concept through closeout phase, utilizing skills in project design, construction management and problem solving.

Most recently, Adilia served as senior civil engineer and project manager for the City of Manhattan Beach managing various capital improvement projects, including the 5-year Street Resurfacing and Maintenance Programs. Responsibilities included managing and coordinating work of professional, technical, and consulting personnel; interpreted and applied the policies, procedures, laws, codes, and regulations pertaining to assigned programs and functions; read and interpreted engineering manuals, drawings, plans, specifications, layouts, and schematics. She analyzed and solved engineering design and construction problems; prepared engineering plans and specifications and administer contracts; negotiated with consultants and contractors; prepared clear and concise reports and established and maintained effective and positive working relations with staff, management, contractors, consultants, and the general public; established timeline and task schedules and tracks project costs for conformance with budget; administered, prepared, and reviewed PS&E and bidding documents for public works projects and reviewed actual work for conformance with scope of work standards and specifications; prepared various staff reports and studies, budgets, environmental reports, RFPs/RFQs, and progress reports; participated in the development and administration of budgeted project expenses; monitored actual project expenses and proposed change orders; participated in construction management, inspection, and field engineering work; administered and negotiated private design contracts for capital improvement projects to ensure compliance with all contracts and City codes.



ROB WEBER, PE

California Water Practice Director

Role: Civil Engineering

Education: BS/1990/Civil Engineering/State University of New York, Buffalo, NY
Registrations: 1990/PE/Civil/CA #C5931
Years of Experience: 33 total/21 with firm

Rob Weber, PE, has 33 years of civil engineering and project management experience on a variety of municipal and public works water, wastewater, and recycled water projects. Specific project experience includes water pump stations, conveyance pipelines, reservoirs and tanks, and sewer lift stations. Rob has also successfully managed several as-needed services contracts for municipalities and water/wastewater utilities. He is thoroughly familiar with design standards, techniques, and analytical methods, bid specifications, and cost estimating. Rob's experience extends beyond civil engineering to include securing required project permits, fostering cooperative inter-agency approvals, and gaining community project acceptance.

RELEVANT EXPERIENCE

- As-Needed Engineering Services, Leucadia Wastewater District
- Sewer Facilities and Access Improvements at The Woods, Irvine Ranch Water District
- South Oceanside Water & Sewer Main Replacement, City of Oceanside
- Ontario Ranch Phase 2 Water Main Improvements, Ontario Municipal Utilities Company/City of Ontario
- San Antonio Ave 30-inch Diameter Transmission Water Main, Ontario Municipal Utilities Company/City of Ontario
- Village Park Recycled Water, Olivenhain Municipal Water District
- Neighborhood 1 Pump Station Rehabilitation, Olivenhain Municipal Water District
- Batiquitos Pump Station, Leucadia Wastewater District
- La Jolla View Reservoir and Pipeline Replacement, City of San Diego
- Tunnel Hill Facilities Rehabilitation, Helix Water District
- California Tank and Pump Station, City of Redwood City
- Graham Reservoir and Athletic Field, City of Mountain View
- Calavo Pump Station Replacement and El Cajon Tank Modifications, Helix Water District
- Olivenhain Trunk Sewer, City of Encinitas
- Trunk Sewer Main Replacement, City of Escondido
- Sewer Rehabilitation and Upsizing, City of Lemon Grove



DOLORES SALGADO, PE

Senior Project Manager

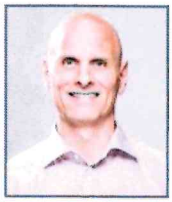
Role: Civil Engineering

Education: BS/Civil Engineering/1999/San Diego State University
Registrations: 2005/PE/Civil/CA #C67536
Years of Experience: 24 total/19 with firm

Dolores Salgado, PE, has 24 years of experience in the planning and design of civil transportation and water and sewer projects. She manages Ardurra's central valley office located in Bakersfield, California. Her civil transportation experience includes light rail transit and bus rapid transit. Water and sewer experience includes water distribution and sewer collection facilities. Dolores is bilingual in English and Spanish and provides technical translation services to support public outreach services.

RELEVANT EXPERIENCE

- Ontario Ranch Phase 2 Water Main Improvements, Ontario Municipal Utilities Company/City of Ontario
- San Antonio Avenue 30-inch Diameter Transmission Water Main, City of Ontario
- Engineering and Development Plan Check Services, Rainbow Municipal Water District, Fallbrook
- On-Call Development Reviews, Plan Checking, and Field Inspection Services, City of Vista
- Phelan Piñon Hills Community Services District Water Consolidation Project, University Enterprises Inc.
- 640 Reservoirs, Otay Water District
- Wellhead Equipping for Well No. 7, Casa de Fruta
- 2023 Sewer Master Plan, Sewer Service Charge, and Sewer Capacity Fee Update, North of River Sanitary District
- Asset Management Plan, Sheep Creek Water Company
- Disadvantaged Communities Water Main Improvements, Eastern Municipal Water District
- Downtown Sewer Replacement, Elsinore Valley Municipal Water District
- Trunk Sewer Main Replacement, City of Escondido
- Nandina Sewer Manhole Replacement, Western Municipal Water District
- Canyon Del Rey CMP Sewer Line Replacement Project, Seaside County Sanitation District



ARIC GNESA, PE, DBIA

Senior Project Manager

Role: Civil Engineering

Education: MS/2003/Civil and Environmental Engineering; BS/2001/Civil Engineering/California Polytechnic State University, San Luis Obispo

Registrations: 2005/PE/Civil/CA #C68339

Certifications: Designated Design-Build Professional™ from the Design-Build Institute of America (DBIA)

Years of Experience: 23 total/21 with firm

Aric Gnesa, PE, DBIA, has 23 years of professional experience in a wide range of engineering tasks and disciplines including planning, design, and construction management of large and small diameter (treated, raw water, and sewage) pipelines, pump stations, flow control facilities, and reservoirs. Temporary positions (3-12 months each) include internships in geotechnical, land surveying, and land development, and contract consultant (design engineer and construction management) at the San Diego County Water Authority for 18 months. Prior to completing his formal education, Aric worked in the construction industry for 8 years as a craftsman, foreman, and project manager. This combination of practical experience and highly technical education make Aric well suited for a variety of projects and duties pertaining to civil engineering.

RELEVANT EXPERIENCE

- Bowron Road Sewer Upsize, City of Poway
- Cole Grade Road Pipeline Replacement, Valley Center Municipal Water District
- Well No. 10 and No. 11 Raw Water Collection Pipeline, City of Oceanside
- DB of Water Production Wells for Emergency Water Supply at Eleanor Pardee Park & Library/Community Gardens, City of Palo Alto
- Concrete Water Reservoir Study, City of Menlo Park
- Gano Reservoir and Unit X Pipelines, Olivenhain Municipal Water District
- Water Supply Backup Well Facility at City Corporation Yard, City of Menlo Park
- Storm Pump Station No. 1, City of Sunnyvale
- Lotus Street Sewer Replacement, City of Oceanside
- Oceanside Boulevard Sewer Lift Station Relocation, City of Oceanside
- Well No. 9 Wellhead Facilities, City of Oceanside



JAMIE FAGNANT, PE, QSD

Project Manager

Role: Civil Engineering

Education: BS/2006/Civil Engineering/San Diego State University

Registrations: 2011/PE/Civil/CA #C78967

Certifications: California Board of Professional Engineers, Land Surveyors and Geologists; Qualified SWPPP Developer #C78967

Years of Experience: 18 total/18 with firm

Jamie Fagnant, PE, QSD, has been working in the water and wastewater field for 18 years and has extensive experience and a specific expertise in sewer design and rehabilitation. Jamie has experience working with cities, water and sewer districts in Southern California and has a thorough understanding of industry standard design guidelines for the design and rehabilitation of sewers as well as a working knowledge of standard specifications and drawings for various agencies throughout San Diego County. She is very active in the engineering community and served on the board of the San Diego Chapter WateReuse Association for seven years in various positions.

RELEVANT EXPERIENCE

- 16-Inch Emergency Bypass Sewer and 12-Inch Failsafe Outfall Rehabilitation, Vallecitos Water District
- Phelan Piñon Hills Community Services District Water Consolidation Project, University Enterprises Inc.
- Condition Assessment of the Land Outfall, Gravity Main and Force Main, City of Oceanside
- Pump Stations Condition Assessments, Leucadia Wastewater District
- South Oceanside Waterline Replacement & Sewer Upsizing, City of Oceanside
- Water and Sewer Capital Improvement Project, City of Del Mar
- Recycled Water Line Creek Crossing, Leucadia Wastewater District
- Village Park No. 5 Pump Station Replacement, Leucadia WW District
- Paseo Vivora Pipeline Replacement, Eastern Municipal Water District
- Saxony Pump Station Rehabilitation, Leucadia Wastewater District
- L1 West Side Sewer Force Main Replacement, Leucadia WW District
- Leucadia Scenic Cured-in-Place Pipe Lining, Leucadia WW District
- Olivenhain Trunk Sewer Improvements, City of Encinitas
- V2/V6 Planning & Alignment Study, City of Vista
- Sewer Rehabilitation and Upsizing, City of Lemon Grove
- Water and Sewer Capital Improvement Project, City of Del Mar
- Manhole Rehabilitation, Vallecitos Water District



RICK KENNEDY, PE
Senior Project Manager

Role: Civil Engineering

Education: BS/1975/Mechanical Engineering/California Polytechnic State University, San Luis Obispo
Registrations: 1978/PE/Mechanical/CA #M18710
Years of Experience: 47 total/9 with firm

In his 47 years of experience, Rick Kennedy, PE, has managed the design of more than 15 new and retrofit pump station projects ranging in size from 400-gpm to over 400-mgd, with a variety of types of pumps and drive configurations. He has managed the design of new and retrofit water treatment plant projects. He is a specialist in mechanical process equipment of all types, piping, and valves. He prides himself in working closely with his clients, and ensuring the design team understands the critical issues of the project. He is dedicated to delivering detailed and quality bid packages. He effectively manages project budgets, schedules, and risks and continually finds ways to minimizing construction and operational costs.

RELEVANT EXPERIENCE

- Diemer Booster Pumping Station, Municipal Water District of Orange County
- Santa Margarita Conjunctive Use Project Facilities, Fallbrook Public Utilities District
- Leucadia Pump Station, Leucadia Wastewater District
- Overland Trail Lift Station Rehab, Fallbrook Public Utilities District
- Rainbow Heights Pump Station, Rainbow Municipal Water District
- Alvarado Water Filtration Plant, City of San Diego
- University Heights Water Tower Seismic Retrofit, City of San Diego
- City of San Diego Reservoir Condition Assessments, Simon Wong Structural Engineering, San Diego
- Trask Reservoir Site Water Improvement Project, City of Garden Grove
- Post Road Hydropneumatic Booster Pump Station, Eastern Municipal Water District
- Lester J. Berglund Water Treatment Plant, Chemical Building, and Tank Farm Upgrades, City of Poway
- Orange County Sanitation District Disaster Preparedness Plan, Orange County Sanitation District
- Flow Control Facility D106/07, Municipal Water District of Orange County



PATRICK MULVEY, PE
Project Manager

Role: Civil Engineering

Education: BS/2002/Civil Engineering/San Diego State University; AS/2012/Landscape Architecture Technician/Mesa College
Registrations: 2006/PE/Civil/CA #C69189
Years of Experience: 21 total/21 with firm

Patrick Mulvey, PE, has more than 20 years of civil engineering design experience with a range of projects including, but not limited to pump stations, pipelines, and reservoirs. Project challenges have included pumping station replacements and upgrades, complicated horizontal and vertical pipeline alignment design, through congested utility corridors, site planning for replacement facilities, development of plans, specifications, and cost estimates, and various engineering calculations.

RELEVANT EXPERIENCE

- Buccaneer Force Main, City of Oceanside
- Oceanside Blvd. Sewer Lift Station Relocation, City of Oceanside
- Sewer Replacement Nevada Avenue and Bodger Street Area (CIP No. 005), City of El Monte
- Lotus Street Sewer Replacement, City of Oceanside
- Santa Margarita Conjunctive Use Project Facilities, Fallbrook Public Utilities District
- Rolling Hills Neighborhood Park ADA Upgrade, City of San Diego
- Del Mar Mesa Neighborhood Park, City of San Diego
- Feasibility Study for Multi-Modal Improvements to Golf Course Drive, City of San Diego
- Otay Villas Landscape Improvements, City of San Diego Housing Commission
- K Street Drainage Improvements, City of Brawley
- Calavo Pump Station Replacement and El Cajon Tank Modifications, Helix Water District
- Batiquitos Pump Station, Leucadia Wastewater District
- Crest Canyon Park Storm Drain Replacement, Burtech Pipeline, City of San Diego
- Bluebird Booster Station (Vern Gillett) Upgrade and Bluebird Road Water Improvements, City of Glendora
- Water Supply Backup Well Facility at City Corporation Yard, City of Menlo Park
- Storm Pump Station No. 1, City of Sunnyvale



JOCELYN SHIH, EIT
Design Engineer

Role: Civil Engineering

Education: BS/Civil Engineering/California State Polytechnic University, Pomona

Registrations: Engineer-In-Training/CA #177257

Years of Experience: 1 total/1 with firm

Jocelyn Shih, EIT, has worked with various programs including HydroWIN, AutoCAD and Civil 3D. As an intern for Ardurra, Jocelyn gained civil engineering design experience while providing CAD and field support on various projects. Recently, Jocelyn has begun designing roadways and conducting drainage analyses.

RELEVANT EXPERIENCE

- La Colina Drive and Browning Avenue Curb Ramps, Orange County
- Materials Handling and Storage Facility, City of Anaheim
- Port of Long Beach Construction Management Division On-Call CM Services, Port of Long Beach
- EBS Design Build Packages, City of Long Beach
- Long Beach ADA Ramp Packages, City of Long Beach
- Market Street Pedestrian and Streetscape Enhancements Project (LA River to Cherry Avenue), City of Long Beach
- Division Street Curb Ramps, City of Long Beach
- Utility Coordination and Research, I-210 Soundwalls Improvements, Phases II & IV, City of La Cañada Flintridge
- North Hill Complete Streets, City of Pasadena



KATY LIN
Civil Designer

Role: Civil Engineering

Education: BS/Civil Engineering/California State Polytechnic University, Pomona

Years of Experience: 2 total/1 with firm

Katy Lin excels in multiple design software programs including MicroStation, AutoCAD, Civil 3D, Water CAD, SolidWorks, SketchUp, and Synchro. Katy began her professional civil engineering career as an intern for a private consulting firm with a focus on gradings projects. She then performed as an intern at the City of Los Angeles with a concentration on ADA ramps. Currently, Katy supports multiple road rehabilitation and design projects within Orange County and continues to enhance her professional development.

RELEVANT EXPERIENCE

- Cabot Road, Muirlands Boulevard, and Melinda Road Pavement Rehabilitation Project, City of Mission Viejo
- I-210 Soundwall Improvements, City of La Cañada
- Lower Los Angeles River Concrete Channel Enhancement and Multi-Benefit Design, City of Los Angeles
- On-Call Civil Engineering, City of Long Beach
- Lazy Acres ADA Path of Travel Site Plan, CBRE
- Preliminary Engineering, Preparation of Plans, Specifications, Estimates, and Public Outreach for North Hill Complete Streets Project, City of Pasadena



DALIA MULATO
Design Engineer

Role: Civil Engineering

Education: BS/2016/Civil & Environmental Engineering/University of California, Davis

Years of Experience: 6 total/6 with firm

Dalia Mulato is an Engineer III with six years of experience in design engineering and AutoCAD drafting on a wide variety of projects including water pipelines, and sewer gravity mains. Dalia is knowledgeable in the development of details and pipeline plan and profile drawings, development of detailed cost estimates, and preparation of preliminary design reports. Additionally, she has extensive knowledge with AutoCAD, Revit, Google SketchUp, and GIS.

RELEVANT EXPERIENCE

- Downtown Sewer Replacement, Elsinore Valley Municipal Water District
- Sewer Replacement Nevada Avenue and Bodger Street Area (CIP No. 005), City of El Monte
- Asset Management Plan, Sheep Creek Water Company
- Phelan Piñon Hills Community Services District Water Consolidation Project, University Enterprises Inc.
- Winterhaven County Water District Preliminary Engineering Report, County of Imperial
- Preliminary Engineering Report for Victory Mutual Water Company 1,2,3,-Trichloropropane Mitigation, Self Help Enterprises
- On-Call Development Reviews and Plan Checking Services, City of Shafter
- Trunk Sewer Main Replacement, City of Escondido
- Ontario Ranch Phase 2 Water Main Improvements, Ontario Municipal Utilities Company/City of Ontario
- San Antonio Avenue 30-inch-diameter Transmission Water Main, Ontario Municipal Utilities Company/City of Ontario
- Stage Ranch Road Pipeline, Elsinore Valley Municipal Water District
- Canyon Del Rey CMP Sewer Line Replacement, Seaside County Sanitation District
- CWC Final Water System Improvements – Club Ave Bridge Waterline Replacement, Elsinore Valley Municipal Water District
- Temescal Canyon Road Improvements – Water Main Relocations, Elsinore Valley Municipal Water District



DUSTIN PAYNE, PE*
Senior Designer

Role: Civil Engineering

Education: MS/2011/Civil Engineering; BS/2008/Civil Engineering

Registrations: PE/NV* #CE22914

Years of Experience: 15 total/5 with firm

Dustin Payne has 15 years of design experience on a number of water and wastewater projects including pipelines and pump stations. He is highly versed in the preparation and oversight of bid ready construction documents in AutoCAD and Civil3D and has prepared plans, specifications, and cost estimates for various public works projects.

RELEVANT EXPERIENCE

- Granular Activated Carbon Treatment System, Victory Mutual Water Company
- Ontario Ranch Phase 2 Water Main Improvements, Ontario Municipal Utilities Company/City of Ontario
- Cole Grade Road Pipeline Replacement, Valley Center Municipal Water District
- Bowron Road Sewer Upsize, City of Poway
- Lester J. Berglund Water Treatment Plant Clearwell Bypass Pipeline, City of Poway
- Olivenhain Trunk Sewer Improvements, City of Encinitas
- Las Vegas Valley Manhole and Pipe Rehab No. 709, Clark County Water Reclamation District
- Storm Drain System for Beautification and Rehabilitation Project, Truckee



DENNIS JUE, PE, TE

Senior Program Manager

Role: Traffic Engineering Support

Education: BS/1973/Civil Engineering, Loyola Marymount University
Registrations: 1983/PE/Civil/CA #36672; 1983/TE/Traffic/CA #1180
Years of Experience: 53 total/13 with firm

Dennis Jue, PE, TE, brings more than 50 years of experience in municipal engineering program management having worked for both public and private employers. His experience in city engineering, traffic engineering, grant administration, and public works inspection includes planning, directing, coordinating, and administering the operations, maintenance, and construction activities of public works departments. His public-sector employment consisted of positions in the Cities of Seal Beach and Inglewood. In Seal Beach, he was the Public Works Director and City Engineer, and was responsible for the operations, maintenance, and construction activities of the Public Works Department. He also served as chief engineer of the City in planning and directing the design and construction of public improvements. In Inglewood, he was an Associate Transportation Engineer responsible for managing the City's Transportation CIP and operating the City's computerized traffic signal control system.

His private sector experience includes appointment as contract City Engineer and Deputy City Engineer for several Orange County cities. Responsibilities include overseeing city engineering functions including city engineering, traffic engineering and public works inspection and plan checking.

RELEVANT EXPERIENCE

- On-Call Municipal Engineering Services, Opportunity Studies Area Projects, City of Lake Forest
- Wrigley Greenbelt Improvement Project, City of Long Beach
- Blue Line Traffic Signal Priority Project, City of Long Beach
- Marina Vista Basketball Court Project, City of Long Beach
- Long Beach Boulevard Pedestrian and Streetscape Enhancements Project, City of Long Beach
- On-Call Funding Support Services, City of Rancho Santa Margarita
- Consulting Program Manager, City of Tustin and City of Laguna Beach
- Civic Center, City of Newport Beach
- Assessment District No. 10-23 (Planning Area 18), City of Irvine



RAGHU VETURI, PE*, PTOE

Director of Traffic Engineering Services

Role: Traffic Engineering Support

Education: MS/2003/Civil Engineering/University of Massachusetts, Lowell, MA; Bachelor of Technology/2001/Civil Engineering/ Nagarjuna University, India
Registrations: PE* – TX #116330; FL #68918; OH #72635; MD #44176
Certifications: Professional Traffic Operations Engineer/PTOE #2412, 2008
Years of Experience: 18 total/10 with firm

Raghu Veturi has 18 years of progressive experience in handling specific traffic engineering and transportation projects. Raghu's has in-depth knowledge of the practical concepts and applications of traffic engineering and transportation planning. His expertise includes analyzing and designing traffic control systems, intersections, street lighting evaluation, and Intelligent Transportation Systems (ITS). He is well-versed with Microsoft Office Applications, AutoCAD, Microstation, and several traffic engineering softwares. Raghu has hands-on experience in managing and marketing government and private sector projects and served as Engineer-of-Record (EOR) for several public and private sector projects. Raghu is the recipient of the ASIE Young Engineer of the Year 2022 award.

RELEVANT EXPERIENCE

- Intersection Improvements at Waters Avenue & Sheldon Road, Hillsborough County, FL
- Pine Lakes Parkway Widening, Palm Coast, FL
- Powell Adams Road Widening, Panama City Beach, FL
- US 41 Turn Lane Improvements, North Port, FL
- Lake Houston/Kingwood Area Mobility Plan, Kingwood, TX
- City of Victoria Traffic Signal Timing and Coordination Analysis, Victoria, TX
- Fort Bend County Flashing Yellow Arrow, Evaluation & Implementation, Fort Bend County, TX
- School Zone Study for City of Victoria, TX
- Memorial Drive Reconstruction, TCPs & Signalization, Houston, TX
- West Alabama Repaving, Traffic Signal Redesign, Houston, TX
- Safety Study at the Intersection of Brushwood Lane & Palm Coast Parkway, Palm Coast, FL
- Access Management Study, Belle Terre Parkway, Palm Coast, FL
- Pedestrian Mid-Block Crossing Study on US 17/92, Sanford, FL



CATIE REID, PE*
Senior Engineer

Role: Traffic Engineering Support

Education: MS/2013/Civil Engineering/Texas A&M University; BS/2012/Civil Engineering/Texas A&M University

Registrations: PE/TX* #129394, 2017

Years of Experience: 10 total/9 with firm

Catie Reid, PE, has 10 years of experience with traffic signal, signing, pavement marking, and illumination design as well as traffic data analysis and transportation planning and modeling. She is proficient in CAD and traffic modeling software.

RELEVANT EXPERIENCE

- Metro Bus Shelter Program - Evaluation and Design, Houston, TX
- Pre-Engineering for Shepherd Drive & Durham Drive, Houston, TX
- Post Oak Blvd Dedicated Bus Lanes Design, Houston, TX
- Fort Bend County Signal Timing, Fort Bend County, TX
- The Woodlands Township Transit Plan, The Woodlands, TX
- City of Pearland Senior Care Excellence Center, Pearland, TX
- Houston ISD Traffic Impact Analysis & Access Management, Houston, TX
- Fondren Reconstruction Traffic Signals, Houston, TX
- Wirt Road Traffic Services, Houston, TX
- Access Management and Traffic Mobility Study for FM 1488 Corridor from I45 to FM 149, Montgomery County, TX
- TxDOT Houston District Traffic Signal Timing, Richmond, TX
- Lake Houston/Kingwood Area Mobility Plan, Kingwood, TX
- SH 34 Feasibility Study, Hunt County, TX (Paris District 1)
- Texas Medical Center Transportation Master Plan, Houston, TX
- H-GAC Regional Incident Management Strategic Plan Development Project, Houston, TX



RUDY HIREMATH, PE*
Engineer

Role: Traffic Engineering Support

Education: MS/Engineering, Transportation/Texas A&M University; Bachelor of Engineering Civil Engineering Visvesvaraya Technological University, India

Registrations: PE/TX* #135854, 2019

Years of Experience: 9 total/6 with firm

Rudraradhya (Rudy) Swamy Hiremath has nine years of experience in handling various projects that involved design, operations, and planning aspects of traffic engineering. Mr. Hiremath's area of expertise includes the design of traffic signals, signing and pavement markings, illumination, traffic control plan for roadway construction and special events, and Intelligent Transportation Systems (ITS) infrastructure. Mr. Hiremath has also performed several traffic impact analysis studies, traffic signal warrant analysis, and other traffic studies. Mr. Hiremath has a very good understanding of Microsoft Office Applications, AutoCAD, Microstation, Synchro, HCS, and AGi32 softwares.

RELEVANT EXPERIENCE

- FM 2100 & Springfield Boulevard Traffic Signal, Crosby, TX
- Santa Fe ISD Traffic Services, Santa Fe, TX
- Paris District Traffic Services, Quinlan, TX
- US 380 PS&E, Denton, TX
- SH 105 and Freeport Drive Signal Design, Houston, TX
- TxDOT San Antonio Traffic Services, including 7 Flashing Beacons
- Traffic Signal Modification, Missouri City, TX
- Citywide Signal and Street Rehabilitation, Houston, TX
- Memorial Park Central Connector, Houston, TX
- W. Fuqua Street – Traffic Services, Houston, TX
- Fondren Road – Traffic Services, Houston, TX
- West Alabama Repaving, Traffic Signal Redesign, Houston, TX
- Antoine Drive Traffic Services, Houston, TX
- Shepherd and Durham Reconstruction, Houston, TX



LORI TROTTIER, AICP CEP

Environmental Lead

Role: Environmental

Education: BS/1985/Environmental Policy, Analysis, and Planning
Registrations: 1993/AICP – American Institute of Certified Planners #107286; 2011/CEP – AICP, Certified Environmental Planner#107286
Certifications: Land Use and Environmental Planning/1991
Years of Experience: 34 total/7 with firm

Lori Trottier, AICP has 34 years of experience as primary author and environmental project manager for compliance with CEQA and NEPA. Her experience includes a variety of development and infrastructure projects involving master plans for large-scale phased development, roadways and intersections, energy transmission, radio and communication sites, development of residential, commercial, mixed-use, and industrial land uses, regional recreation facilities, General Plans, General Plan Elements and Specific Plans. Lori has managed numerous multi-disciplinary teams and been primary author on regionally significant and high-profile CEQA documents involving considerable public input. Lori is an expert on CEQA compliance, environmental planning, and analysis. She can quickly focus on key project issues, understand client needs and develop cooperative agency and stakeholder relationships resulting in win-win outcomes. Lori's experience extends beyond environmental planning and includes many types of entitlement permits for development, natural resources, and construction.

RELEVANT EXPERIENCE

- CEQA Expanded Initial Study for Whispering Lakes Soccer Complex, City of Ontario
- EIR for Modjeska Historic Park, County of Orange, Modjeska Canyon
- EIR for a 20,000-Seat Sports Arena and Events Center Near State Route 55, City of Santa Ana
- California Commerce Center Supplemental Specific Plan EIR, City of Ontario
- Phase 2 McHenry Sewer, City of Escalon
- The New Model Colony Master Plan, City of Ontario
- WQMP and Air Quality Emissions for Newport Coast Construction-Phase Erosion Control, Coastal Community Builders, Newport Beach
- Oceanside Boulevard Lift Station IS/MND and Conditional Use Permit, City of Oceanside



LAM LE, PLS

Principal

Role: Surveying

Education: Aerospace Engineering, California State Polytechnic University, Pomona
Registrations: Professional Land Surveyor, #8231
Years of Experience: 26 total/17 with firm

Lam Le, PLS, has more than 26 years of experience as a project manager, project surveyor and CADD operator. His technical experience includes CAD drafting using CAiCE, MicroStation InRoads, AutoCAD using SoftDesk, creating DTMs for earthwork quantities, road profiling, creating coordinate geometry figures for boundary analysis, computer-aided design and drafting. Lam's duties include project management and coordination along with field support on multiple projects. He has provided multiple legal descriptions for easements, lot line adjustments and property descriptions, and has done extensive title analysis for property establishment and ALTA Surveys.

RELEVANT EXPERIENCE

- El Prado Road Reconstruction Central Avenue to Kimball Project, Chino
- Mountain Street Complete Streets Project, Pasadena
- Lazy Acres Topographic Survey, Downey
- Various CIP Projects – Water and Street Main Replacement, Glendora
- Peppertree Parking Lot Topographic Survey, Laguna Beach



GMU PAVEMENT ENGINEERING

ROGER SCHLIERKAMP, MSC, PE

Principal, Director of Pavement Engineering

Role: Geotechnical Engineering

Education: MS/Civil Engineering (Pavement/Materials Engineering)/ University of Nevada, Reno; BS/Civil Engineering/University of Nevada, Reno

Registrations: 2013/PE/Civil/CA #81529

Years of Experience: 13 total/9 with firm

Roger Schlierkamp spearheads GMU's comprehensive range of pavement engineering services, including pavement evaluations/ designs, PS&E development, construction management, observation-and-testing, mix design development, and pavement management planning. His full-circle knowledge allows him to develop innovative, practical, and cost-effective solutions for the most intricate and real-world pavement challenges.

He shares his experience and knowledge in both workshop and classroom settings, having previously served as an instructor for "Construction Materials and Testing" at Santiago Canyon College. Additionally, his active role in the Greenbook Committee underscores his influence in shaping pavement construction specifications embraced by numerous agencies and projects across Southern California. Roger possesses over 13 years of experience in the field of pavement engineering and is a California licensed civil engineer.

RELEVANT EXPERIENCE

- Market Street (LA River to Cherry Avenue) Pavement Evaluation Project, City of Long Beach
- Plaza Del Amo at Western Mobility Enhancement Project, City of Torrance
- Colima Road Rehabilitation, City of Whittier
- Camino Capistrano Pavement Evaluation, City of San Juan Capistrano
- Hamilton Avenue, Heil Avenue, and Bolsa Avenue Pavement Evaluation Projects, City of Huntington Beach
- 2020 "Phase 1" Citywide Pavement Evaluation Project, City of Aliso Viejo
- Annual Residential Slurry Seal FY 2021-22 Project, City of Dana Point
- Crenshaw Boulevard Rehabilitation Project, City of Torrance
- El Toro Road, Bake Parkway, Lake Forest Drive, City of Lake Forest
- Aliso Creek Trail Pavement Repair Project, Trabuco Canyon Water District, Lake Forest
- Alicia Parkway Slurry Seal Investigation, Laguna Niguel



GMU PAVEMENT ENGINEERING

GREGORY SILVER, PE, GE

President/CEO

Role: Geotechnical Engineering

Education: MS/Civil Engineering (Geotechnical)/CSU Long Beach; BA/Geological Sciences (Geophysics)/UC Santa Barbara

Registrations: 1991/PE/Civil/CA #47853; 1996/GE/Geotechnical/ CA #2336

Years of Experience: 39 total/26 with firm

Gregory Silver, PE, GE, has nearly 40 years of progressively responsible engineering and management experience in a wide variety of geotechnical engineering projects. He has worked successfully for and with industrial, residential, and commercial developers, master community planners, and governmental agencies.

Gregory has extensive experience in landslide evaluation and remediation design, geotechnical instrumentation, residential and commercial development, public works projects, municipality consultation, mechanically stabilized earth walls, and forensic projects. In addition, he has served as an expert witness in regards to numerous geotechnical issues over the last 25 years.

Over the period of 1988 to 1997, Gregory was City Geotechnical Engineer for numerous cities throughout Southern California. He currently serves as President and Principal Engineer of GMU.

RELEVANT EXPERIENCE

- Chino Hills Government Center Complex, Chino Hills
- Vista Civic Center, Vista
- Lake Forest Civic Center, City of Lake Forest
- Laguna Niguel Civic Center, City of Laguna Niguel
- La Paz Sports Park, City of Laguna Niguel
- Chino Hills Sports Park, Chino Hills
- Long Beach Sports Park, Long Beach
- 20/40 Pacifica Office Towers, Irvine
- Poppy Trail Landslide, Palos Verdes
- Philemon Landslide, Dana Point
- Ortega Hwy Widening, County of Orange/City of San Juan Capistrano
- Irvine Center Drive, Lake Forest Drive, and Sand Canyon Boulevard Street Widening, ICOP, Irvine
- La Pata Avenue Extension, City of San Juan Capistrano/City of San Clemente/County of Orange
- Ortega Bridge Widening – County of Orange



RJM DESIGN GROUP

LARRY RYAN PLA, ASLA

Principal, Landscape Architect

Role: Landscape Architecture

Education: BS/Landscape Architecture, California Polytechnic State University, Pomona

Registrations: Landscape Architect: CA #2502; AZ #25241; NV #366; OR #1072; ID #16919

Years of Experience: 34 with firm

Larry Ryan's passion for creating meaningful public spaces for people to enjoy led him to co-found RJM Design Group over 34 years ago. The long-term relationships that he develops and maintains with clients, spans decades. He has worked with numerous communities throughout California and Nevada, where his project involvement encompasses all phases of development for our municipal clients.

RELEVANT EXPERIENCE

- Alicia Park, Mission Viejo
- Aurora Park, Mission Viejo
- Bonita Creek Park Renovation, Newport Beach
- Cedar Grove Park, Tustin
- Cesar E. Chavez Park and Community Center, Long Beach
- Anteater Recreation Center Playing Fields, UC Irvine
- LA Chargers Practice Facility, Costa Mesa
- Lake Forest Sports Park, Lake Forest
- Orange County Great Park, Sports Fields, Irvine
- Chino Hills Community Park, Chino Hills
- Chiquita Ridge Sports Park Feasibility Studies, Rancho Santa Margarita
- Anaheim Convention Center Plaza, Anaheim
- Anaheim Grand Plaza, Anaheim
- Great Lawn, Norman P. Murray Senior Center, Mission Viejo
- Ontario Town Square, Ontario
- Multi Use Event Green, Lake Forest Sports Park, Lake Forest
- Riverwalk Park Amphitheater, Bakersfield
- Fullerton Community Center, Fullerton
- Dog Park at College Park Community Park, Oxnard
- La Paws Dog Park, Mission Viejo
- Maggie Houlihan Memorial Dog Park, Encinitas
- Orchard Park Dog Run, Irvine
- Portola Dog Park, Lake Forest
- Disney Way Streetscape, Anaheim
- Oso Creek Trail and Trailhead, Mission Viejo



RJM DESIGN GROUP

ANDREW STEEN, LLA, Certified Arborist

Associate Landscape Architect

Role: Landscape Architecture

Education: BS/2003/Environmental Planning & Design, Landscape Architecture/Rutgers University, State University of New Jersey

Registrations: Landscape Architect/CA #5858

Certifications: Certified Arborist WE-9969A; Tree Risk Assessment Qualification; FAA Certified UAV Pilot

Years of Experience: 9 with firm

Andy Steen has been a part of RJM Design Group since 2014. He is a licensed landscape architect and certified arborist, with a strong background in landscape materials, construction, and detailing. With over 20 years of experience designing parks and community facilities, Andy has a unique way of blending old techniques with modern design ideas. He has served as Project Manager on many park design projects. Andy offers organizational, communication, and team coordination skills that contribute to the success of any project large or small.

RELEVANT EXPERIENCE

- Cherry Park, Lake Forest
- Cordova Park, Mission Viejo
- Drake Chavez Park, Long Beach
- Jaswant Singh Khalra Tot Lot Replacement, Fresno
- Larry Gury Community Park, Sacramento
- Los Serranos Park, Chino Valley Unified School District, Chino Hills
- Murdy Park, Huntington Beach
- Nottoli Community Park, Sacramento
- Pinehurst Park, Chino Hills
- Portola Park, Lake Forest
- Worthy Park, Huntington Beach
- Yorba Linda Adventure Playground, Yorba Linda
- 17th Street Park, Huntington Beach
- Don Knabe Golf Center, Norwalk
- Drake Chavez Park Soccer Fields, Long Beach
- Esencia Sports Park, Rancho Mission Viejo
- Felipe Tennis Center, Mission Viejo
- Mira Mesa Sports Park, San Diego
- Bellflower Bus Shelters, Bellflower
- Bluff Top Park Renovation, Huntington Beach
- Portola Dog Park, Lake Forest
- Parks and Recreation Master Plan, Huntington Beach



T2 utility engineers

GLEN ROBISON, PE

Project Manager/Engineer-in-Charge

Role: Utility Investigation/Potholing

Education: BA/2006/Civil Engineering/California State University, Long Beach
Registrations: 2011/PE/Civil/CA #78222
Certifications: NASSCO P/M/LACP: U-0120-70308258
Years of Experience: 18 total

Arthur Glen Robison, PE, has 18 years of civil engineering, due diligence, design and project management experience. His expertise is in Subsurface Utility Engineering (SUE), land development, site design, water quality management plans, road widening and rehabilitation, storm drain and drainage, water and sewer facilities, signing and striping, retaining walls and traffic handling services for a variety of private and municipal agencies. Glen is well versed in all aspects of utility investigations including research, mapping, field investigations, survey, design and deliverable production.

As a California Registered Civil Engineer, Glen certifies and seals deliverables against negligent errors and omissions and assures that the standards of care for all utility investigations are achieved.

RELEVANT EXPERIENCE

- Project No. 2-49, Orange County Sanitation, Orange
- LA County Sanitation, Joint Water Pollution Control Plant Effluent Outfall Tunnel Project, Los Angeles
- Metropolitan Water District, Iron Mountain Pumping Plant, Sablon
- Los Angeles Community College District, Energy Efficiency/Utility Infrastructure, SUE Services, Los Angeles
- Project No. 5-67, Orange County Sanitation, Newport Beach



T2 utility engineers

RICHARD HERNANDEZ

Field Services Manager

Role: Utility Investigation/Potholing

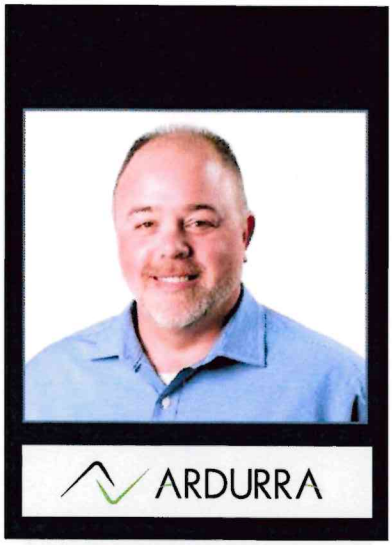
Education: BA/University of Maryland
Years of Experience: 27 total

Richard oversees Field Operations for all SUE and utility coordination projects throughout California, including permit acquisitions. He has maintained On-Call contracts with the Los Angeles County Department of Public Works, Port of Long Beach, Orange County RMDM and Port of Los Angeles for utility investigations. Richard was specifically requested by Cal-Trans to serve as SUE Project Manager for the $2.4 billion, 20-mile Alameda Corridor, including; LAX, John Wayne, Burbank, Long Beach, and Edwards Air Force Base. Mr. Hernandez has worked at, and is certified for the following railroads; BNSF, UPRR, Metro-link, Amtrak, and VTA. Richard recently completed the BART Sub-Station Seismic Retrofit Project, which included utility investigation and excavation in multiple terminals during business hours by means of pedestrian corridors and sound-walls, during which no schedules were interrupted or affected.

Richard has over 27 years of experience providing project management and supervision on SUE and utility coordination projects throughout California. His expertise is in all aspects of utility investigation including using various electronic designating/sounding instruments (Radio-Detection, Seek-Tech, Metro-Tech and multiple Ground Penetrating Radars).

RELEVANT EXPERIENCE

- Projects No. 2-72, 3-62, 3-64, 5-50, 2-49, 5-67, Orange County Sanitation
- Metropolitan Water District, Iron Mountain Pumping Plant, Sablon
- Los Angeles Community College District, Energy Efficiency/Utility Infrastructure, SUE Services, Los Angeles
- Regional Transmission Main/Southwest Quadrant Recycled Water, City of Fresno Public Works
- Port of Long Beach On-Call, Long Beach



ARDURRA

DINO P. D'EMILIA, PE, F.ASCE, QSD | MANAGEMENT CONTACT

California Public Works Practice Director

Ardurra's California Public Works Practice Director, Dino D'Emilia, PE, F.ASCE, QSD, has delivered public works infrastructure projects valued at more than $1 billion for public agency clients. His abilities as a project and construction manager are highlighted with the City of Long Beach's $103.1M Belmont Pool Rebuild and Revitalization, and the City of Torrance's $21M Transit Center Project and $15M Del Amo Boulevard Extension. He has played critical roles on infrastructure projects to build, renew and upgrade freeways, city streets, transit centers, pedestrian paths, light rail, water mains, sewers, storm drains, greenbelts, soccer fields, and recreation centers.

A catalyst in the growth of the firm, Dino helps public agency clients minimize risk and maximize return on investment through direct project involvement and deep expertise in project and construction management. He is also recognized by peers and clients for his expertise in compliance with federal contract requirements and the Caltrans "Local Assistance Procedures Manual".

In keeping with his passion for building infrastructure, Dino actively participates in local chapters of the American Public Works Association, the American Society of Civil Engineers and Construction Management Association of America. He supports the growth and development of emerging engineers as a mentor to colleagues, provides construction management best practices training to agency public works staff, and serves as a guest lecturer on construction management at the University of Southern California, Loyola Marymount University and California State University, Long Beach.

RELEVANT EXPERIENCE

Cherry Avenue Widening, 19th Street to 230 Feet South of PCH, City of Signal Hill. Resident Engineer. The federally funded project added two traffic lanes, one southbound, the other northbound, on Cherry between PCH and 19th Street, new traffic signals requiring pendulum hung temporary traffic signals over PCH, 300 linear feet of new 24-inch storm drain with two catch basins, three manholes and a tie-in to an existing 60-inch L.A. County storm drain. The project required public relations and coordination of temporary construction easements on 13 residential and commercial properties, as well as moving large commercial signs on a fueling station project being condemned. Close coordination was required with the cities of Long Beach and Signal Hill, the Los Angeles County Flood Control District, Caltrans (for permitting and local assistance), Long Beach Transit, Long Beach Oil and Gas and five additional affected utilities. Construction Value: $1.6M

Redondo Beach Transit Center, City of Redondo Beach. Principal-in-Charge. Provided construction management and inspection along with other professional services required to undertake and successfully manage construction of this multi-phased project which includes a new LEED certified Transit Center with a 2,900-square-foot building housing an operator's lounge, private restrooms, public restrooms, offices, parking lot, passenger drop-off area, and bus bays, traffic signals, striping, and construction of an upper-level parking lot. Phase two improvements will involve the widening and realignment of Kingsdale Avenue between Grant Avenue and Artesia Boulevard which will include an additional dedicated right turn lane, new sidewalks, streetlights, and landscaping of the newly widened street. Construction Value: $11.5M

Torrance Transit Park and Ride Regional Terminal, City of Torrance. Construction Manager. This LEED Gold project includes parking for buses and automobiles, covered passenger boarding areas, offices, employee break areas and retail spaces. The project also involves offsite improvements for the installation of required utilities, the widening of Crenshaw Boulevard and construction of an extension of 208th Street as well as related improvements. The original contractor for this project defaulted and Ardurra was instrumental in coordinating takeover of the remaining work by the surety, addressing encountered construction defects, and overseeing completion of the work by the takeover contractor including

Education
BS/1991/Civil Engineering, Northeastern University, Boston

Registrations
1996/PE/Civil/CA #C55453

Certifications
Fellow, American Society of Civil Engineers (F.ASCE)
Qualified SWPPP Developer (QSD)
OSHA 10-Hour Certification

Professional Affiliations
Guest Lecturer in Construction Management, CSU Long Beach, College of Engineering, 2016
American Public Works Association (APWA), Southern California Chapter 2011 President and 2012 Congress Finance Chair
City Engineers Association
County Engineers Association
Construction Management Association of America
American Society of Civil Engineers Chi Epsilon, 1990-present

Honors and Awards
Top Leader, Private Sector, APWA Southern California Chapter, 2004
President's Chapter Service Award, APWA Southern California Chapter, 2004

Years of Experience
32 total/13 with firm

settlement negotiations with the surety and resolution of related claims. Construction Value: $26M

Alamitos Beach Concession Building, City of Long Beach. Principal-in-Charge. Provided oversight for construction management and inspection for the construction of a two-story beach concession stand/restaurant and two auxiliary buildings. Responsibilities include submittal review, meeting preparation, keeping RFI log up to date, logging/filing inspection requests and reports, assisting with preparation of independent cost estimates and updating plan sheets. The City had become concerned that the contractor would potentially be taking on too much work outside of his demonstrated expertise and improperly staffing the job to maintain both field and office progress and subsequently selected the Ardurra team to assist the contractor in keeping the project on track and able to deliver a successful project to the City. The contractor eventually defaulted, and Ardurra was instrumental in coordinating takeover of the remaining work by the surety, addressing encountered construction defects, and overseeing completion of the work by the takeover contractor. Ardurra also assisted with settlement negotiations with the surety and resolution of related claims. Construction Value: $6M

Belmont Plaza Pool Rebuild/Revitalization Project, City of Long Beach. Project Manager. The new facility will host swimming, water polo and platform diving events at the local, regional and national levels. Represents the City and its interests in all negotiations, meetings, community outreach, entitlements, permitting, design management and related activities throughout the project. The project required extensive public outreach and implementation of a stakeholder advisory committee during the programmatic and conceptual design phases. An extensive Environmental Impact Report (EIR) with an extended comment period and four public study sessions were required to achieve CEQA clearance. The project also required extensive additional analyses and coordination with the California Coastal Commission to address numerous appeals and concerns regarding citywide access to the pools, sea level rise/wave uprush and beach erosion as well as justification of alternate project sites. Conducted bidability and constructability reviews assessing temporary facilities, demolition and the new facilities' project documents. Implemented the demolition of the prior, condemned facility and construction of necessary temporary facilities to continue operation of the aquatics department and required restroom and shower facilities while the permanent facility was planned, designed and entitled. Construction Value: $103M

Carson Street Master Plan Implementation, Carson Successor Agency, Carson. Principal-in-charge. Provided oversight for CM services for improvements to an area from the I-405 Freeway to Carson's western city limits near the I-110 freeway that included drought-tolerant landscaping for parkways and medians; benches, bike racks and pedestrian-area lighting; public art; and entry monuments. Other additions include a traffic signal, reconfigured turn lanes, driveways rebuilt for ADA compliance and median LED lights. Construction Value: $19M

Girl Scouts of Orange County Leadership Center, City of Newport Beach. Project Manager. Construction of a 4,100-square-foot LEED Silver facility with a 2,000-square-foot patio at Marina Park on oceanfront property that involved construction of a new building, site utilities and improvements, including hardscape, landscape, and irrigation. Assisted the owner with addressing construction defects and claims resolution. Construction Value: $4.7M

Roundhouse Aquarium Beautification and Pier Renovation, City of Manhattan Beach. Principal-in-Charge and Project Manager. Project included the expansion and renewal of the City's registered historic landmark, the Roundhouse Aquarium on the Manhattan Beach Pier which included directing all aspects of the work, including relocating the aquarium's ocean creatures to temporary shelter during construction, then back to the completed facility; guiding a project management team made up of a marine biologist, an environmental services specialist, an architectural historian and support staff; serving as a liaison to the project's three primary stakeholders: the City, a private foundation providing funding, and a non-profit organization presenting educational programs for the public about the ocean and sea life. Ardurra implemented a multi-prime delivery project, procured, coordinated and administered 19 construction and specialty contracts for the successful completion of the project; managed the project throughout the bidding and award, construction and commissioning phases; procured the design, environmental, construction management and quality assurance consulting team; facilitated a consensus-driven design process; administered professional services agreements; coordinated and expedited the process of obtaining entitlements and permits; assisted the City in coordinating the concurrent $3-million replacement of all major utilities along both sides of the pier as well as under the structure; achieved expedited approval for numerous government permits including a Coastal Development Permit from the California Coastal Commission, a U.S. Army Corps of Engineers National 3 Permit, and a Regional Water Quality Control Board 401 certification. Others included a California Parks and Recreation Department plan

check, fire marshal and architectural historian approvals, a Los Angeles County Department of Beaches and Harbors Right of Entry Permit, and City of Manhattan Beach Building and Safety permits. The Roundhouse project received a 2019 Merit Award from the American Council of Engineering Companies. Construction Value: $7.1 million

Fountain Valley Recreation Center Exterior Improvements, City of Fountain Valley. Principal-in-Charge. Managed the exterior renovation of the City's recreation center including replacement of the building's storefront windows, doors, and roof, construction of a new entry area, and repainting of the entire building exterior while the center remained open for classes and community activities throughout construction. Construction Value: $600,000

Edinger Avenue and Harbor Boulevard Rehabilitation and Resurfacing, City of Fountain Valley. Principal-in-Charge. Provided oversight for this federally funded capital improvement project that included providing daily coordination with contractor, City staff and consulting inspector on all construction activities. Ensured compliance with all federal requirements and maintained records to safeguard federal funding. Reported to the City's Deputy Public Works Director on all project-related construction activities. Negotiated change orders, reviewed daily inspection reports, and prepared invoicing for submission to Caltrans for reimbursement. Construction Value: $3.2M

Del Amo Boulevard Extension Project, T-30 – Phases 1 and 2, City of Torrance. Project Manager. Oversaw construction of a new four-lane highway (Del Amo Boulevard) between Crenshaw Boulevard and Maple Avenue and the widening of Del Amo between Maple and Prairie. Helped the City conduct a biddability and constructability review of Phase 2 bid documents, resulting in substantial project savings. The project constructed a new bridge over the BNSF Railway's main-line tracks, mechanically stabilized earth (MSE) retaining walls and drainage improvements. The project also moved a railroad spur track, rebuilt project-impacted off-site facilities, and required coordination with Southern California Edison and ExxonMobil Oil on utility relocation. The approximate construction cost of $15 million was partially funded by the American Recovery and Reinvestment Act, Regional Surface Transportation Program, the Los Angeles County Metropolitan Transportation Authority and local funding sources. Successfully negotiated resolution of a potential public works contract claim for substantial unforeseen subsurface conditions encountered on the project and no claim was ever filed. Construction Value: $15M

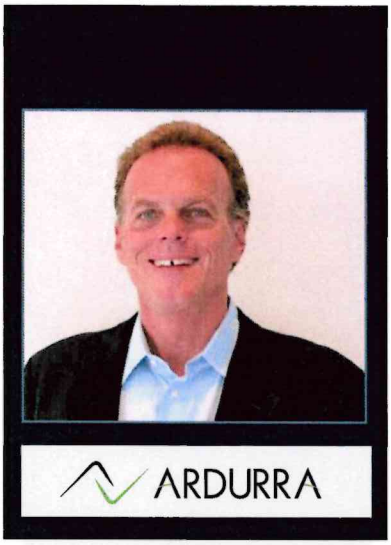
I-5 HOV Improvement Project (between Avenida Pico and Avenida Vista Hermosa), City of San Clemente. Principal-in-Charge. Project included oversight for the final three segments of the I-5 HOV lane extension program including calling in scheduled I-5 Freeway and Avenida Pico lane closures to Caltrans traffic control management, inspecting various drainage systems and structures involved with the project, Avenida Pico removal and replacement of ADA pedestrian ramps, curb and gutter, asphalt overlay tracked, and monitored manpower and equipment per appropriate bid item. Inspections addressed construction of the I-5 mainline roadway of a lean concrete base and a jointed plain concrete pavement rubberized asphalt mix overlay.

Whitewater Preserve Flood Control Project, Wildlands Conservancy, Oak Glen. Principal-in-Charge. Design, entitlement, and construction of a 2,000 lineal foot, flood control levee to protect the 2,211-acre Whitewater Preserve's forest ranger station and other existing amenities in the event of a severe storm. Project Management services include coordination with the design engineer and environmental consultant for preliminary and final design of a levee, as well securing all permits required from numerous agencies in order to obtain a mitigated negative declaration. Construction Value: $1.8M

Beachfront Pedestrian and Bicycle Path Project, City of Long Beach. Principal-in-Charge. Design and construction for a 3.1-mile long and 11-foot-wide pedestrian path that included design and plan review, obtaining permits from the City and California Coastal Commission, and providing constructability reviews and specifications per City standards. Construction Value: $5M

Oso Creek Multi-Use Trail, City of Laguna Niguel. Principal-in-Charge. Provided construction management and inspection services for the construction of new contiguous bicycle and pedestrian and equestrian trails, landscaping, lighting, and street improvements. The project also implemented storm water control and treatment BMPs. Ardurra provided services to obtain grant funding from the OCTA Tier 2 Environmental Cleanup Program and State Water Resources Control Board Proposition 84 storm water program. The project was located along the Oso Creek Flood Channel between the Laguna Niguel Metrolink Station and Three Flags commercial center. The project area was partially on city right-of-way and partially on Orange County Flood Control District right-of-way. Construction Value: $3M

Sewer Main Rehabilitation Project, Phase 2, City of Manhattan Beach. Principal-in-Charge. The project scope included construction management and inspection services for the sewer mainline replacements at four street locations in the south section of the city. Construction Value: $1.7M



ARDURRA

MARK LEWIS, PE, TE | PROJECT MANAGER

Municipal Services Project Director

Mark Lewis is Municipal Services Project Director at Ardurra. He is a proven leader with 38 years of engineering experience. Having begun his ambitious career with the City of Fountain Valley including 13 years as director of public works/city engineer, Mark brings a perspective from a public agency professional, which has led to improved solutions, cost-effectiveness, and more robust protections against change orders and claims. He provides insight and guidance to a number of cities and water districts where he has provided onsite program and project management; staff assistance; organizational review; mentoring; capital project development; preparation of capital project bid packages; guidance on water and wastewater collection systems and design strategies to maximize cost efficiency and minimize ongoing maintenance; creative project funding strategies; review and strategy for development of municipal buildings; preparation of multi-year CIPs; landscape concept strategies; and preparation of traffic control, striping, and detour plans.

Mark's additional and notable accomplishments include chairing OCTA's Technical Advisory Committee and Technical Steering Committee on four separate occasions. He participated in drafting language for OCTA Measure M2 and met with government and business leaders throughout its development and ultimate passage. Mark has also been the chair of the Laguna Beach Water Commission, president of the OC City Engineers Association and president of OC Traffic Engineering Council. Mark is a leading mind in regional arenas of transportation, water works and civil services throughout Orange County.

RELEVANT EXPERIENCE

Project/Utilities Management Support, City of Huntington Beach. Project manager responsible for providing organizational analysis and recommendations, assisted with development of the Capital Improvements Program, and coordinated with supervisors and superintendents relative to operational and capital issues. Projects have included stormwater pump station forebay improvements, stormwater pump station building/facility improvements, local drainage and pedestrian access improvements, drought-tolerant median landscaping design, development of bid package for on-call sewer lateral installations and related sidewalk improvements, PDR/Technical Memorandum for conversion of all water production facilities to onsite chlorine and fluoride generation.

Project Management CIP, City of Brea. Project manager responsible for project management for multiple CIP projects including sewer line replacements, lift station replacement, sewer line diversion analysis, waterline replacement/upgrade, and roadway rehabilitation. Additional services include providing plan check (including traffic control) for the review of engineering plans. Also responsible for providing plan check services, including traffic control, for the review of engineering plans and reports and development planning documents for developer-funded projects including EIR drainage and water quality studies and write-ups, grading, tentative maps, storm drains, site development plans, streets, H&H analyses, utilities, and WQMP reports. Projects have included plan check review for Raising Canes Restaurant, Brea Plaza Mixed Use, Randolph Avenue, Brea Mall Extension, and Pacific Highland. Additional responsibilities include reviewing stage construction and worksite traffic control plans providing support to the Traffic Division.

Project Management, City of Lakewood. Project manager overseeing the implementation of roofing, HVAC, and Building Management Systems at City Hall and Civic Center, renovation of the Weingart Senior Center, and development of a multi-use park adjacent to City Hall.

Project Management, Funding, and Traffic Engineering Support, City of Lake Forest. Project manager providing project management of 13 CIP projects with four separate design consultants, coordinating with multiple agencies and funding sources. Providing design solution and constructability

Education
BS/1986/Civil Engineering/CSU Long Beach

Registrations
1992/PE/Civil/CA #C49335
1992/TE/Traffic/CA #TR1637
2001/PE/Traffic Operations Engineer/CA #661

Professional Affiliations
American Society of Civil Engineers
American Public Works Association
Institute of Transportation Engineers
American Water Works Association
City Engineers Association of Orange County
League of California Cities Public Works Officers Institute

Honors and Awards
2019 APWA Southern California Top Leader Public Sector

Years of Experience
38 total/3 with firm

approach recommendations that are being implemented to meet funding and delivery deadlines. Also providing review and update of developer funding matrix and suggestions for how to best manage multiple funding sources. Additional municipal engineering assistance with traffic operations, traffic engineering and transportation management for capital improvement projects, including developing traffic engineering policies, traffic commission agenda reports, reviewing development projects as they relate to traffic impacts, school traffic programs, daily traffic engineering questions/concerns.

Project Management, City of Laguna Hills. Project manager overseeing the implantation of tenant Improvements at City Hall to develop a new suite for expansion of the County/Clerk Recorder's offices at the City Hall site and oversight of the City's EV charging station installation at City Hall. Also providing City engineering support services including assistance with development and permit review, capital project management, staff augmentation, policies and procedures updates, staffing services for City Traffic Commission.

Project Management/Constructability Review, City of Seal Beach. Project manager responsible for providing constructability review and project management for a water and a sewer line replacement project as well as an upgrade to a sewer lift station.

Project Management, City of Signal Hill. Project manager responsible for project management for various CIP projects, including managing the design and construction of the City's first dog park; managing the design and construction of View Park that involves the design of the City's reclaimed water system that will connect with the city of Long Beach; and evaluating and preparing a technical memo as well as managing the design for the Gundry Reservoir Roof Replacement project.

Project Management/Oversight Assistance, New HQ Building, East Orange County Water District, Orange. Project manager responsible for determining project delivery alternatives to provide project management and oversight assistance to the EOCWD for construction of a new 6,000-SF EOCWD Headquarters building including site work. Assistance provided includes design considerations, delivery method options, entitlement considerations, budgetary considerations, alternative energy solutions, and architectural compatibility with District history, City planning, and neighborhood aesthetics for style, mass, and scale.

Randall Avenue Street Improvements, City of Rialto. Program/project manager leading the design team in a three-phased/three-contract approach by: 1) evaluating Randall Avenue street improvements for traffic, ADA, and construction quality concerns by developing a strategic plan report; 2) directing the design effort to prepare plans for improvement, and coordinating with the City, including the city manager, city attorney, mayor pro tem, and the City's ADA consultant; 3) preparation of plans to widen the remaining section of roadway over a flood control channel to improve traffic flow and ADA access while eliminating a roadway hazard.

Director of Public Works/City Engineer, City of Fountain Valley.* As public works director/city engineer, responsible for overseeing the daily operation of 76 (now 59) full-time employees, multiple contract maintenance service agreements, an annual $7-million general operating budget, an $11-million water utility operating budget, and a capital improvement budget that ranged from $10 to $20 million annually. The City is a full-service city with a population of over 55,000. There are 220 full-time employees, up to nearly 100 part-time employees, and an annual $44-million General Fund operating budget. The City delivers high-quality, fiscally responsible public services that feature strong public safety, well-maintained public infrastructure, progressive business development to preserve and enhance City revenues, diverse community programs, and a high quality of life in the City's neighborhoods. (2006-2019)

Mark initiated and oversaw the following building projects:

- 23-acre expansion to the City's existing 55-acre Sports Park, which included:
  - New sports fields
  - New restroom/concession buildings
  - New maintenance facility
  - Revised internal vehicular and pedestrian circulation
- Renovation/modernization of the City's Recreation Center and Gymnasium, which included:
  - Demolition of locker rooms/showers
  - Construction of new ADA-compliant restroom facilities
  - Expansion of Recreation Services employee office space
  - Upgraded plumbing chase to improve maintenance access
  - Architectural enhancements that included large sports figure silhouettes on the building
  - Improved lighting and HVAC controls
- Solar panels that included carports and roof mounts at various City facilities that provided for full energy offset for each building
  - City Hall
  - Police Department
  - Community Services
  - City Maintenance Yard

- HVAC and Roof Improvements at:
  - City Hall
  - Community Services
  - Police Department
- EV Charging Stations – Implemented EV charging stations at City Hall, City Yard, Community Services, Sports Park

Key accomplishments included:

- Reorganized the public works department to utilize the economic value of the private sector combined with high-quality, well-trained City forces, resulting in a 25 percent reduction in the City workforce and more than $ 1.5 million savings in personnel costs while maintaining a high-level service.
- Collaboratively worked on the City's Crossings Specific Plan to provide economic enhancement through redevelopment opportunities.
- Collaborated with other department heads and the City Council on Strategic Plan Goals and Objectives and aggressively pursued completion of several identified Council priority items.
- Secured more than $2 million from OCTA for staff and consultant resources for the I-405 project interface. Also, through valuable institutional knowledge of previous freeway agreements was able to ensure all utility relocation costs associated with I-405 are 100 percent funded by OCTA, saving the City several million dollars.
- Innovative and aggressive financial budgeting and funding strategies to secure over $50 million in Measure M, state, and federal funding for transportation.
- Established adequate but conservative sewer and water rates to deliver high-quality, cost-effective utility services.
- Implemented a full cost recovery to the General Fund for Water Enterprise facilities, leading to General Fund revenues by more than $1.7 million annually.

Additional highlights include:

- Completed an expandable citywide communications network infrastructure.
- Completed the development of a citywide GIS.
- Completed state-of-the-art citywide Traffic Management System.
- **OCSD Ellis Avenue Trunk Sewer Tunneling.** DPW/city engineer overseeing impacts to the City of a major trunk sewer project that required extensive traffic control for long durations. Working with OCSD, authorized the complete closure of an intersection carrying over 40,000 ADT. Though there was initial trepidation from residents, ultimately, the project and residents benefited from a construction time frame reduced by several months, better safety for motorists and the contractor, and upon project completion, the residents so enjoyed the lack of traffic in their area that they were sad to see the intersection reopened.
- **I-405 Improvement Project.** DPW/city engineer overseeing impacts to the City of this major freeway improvement project. With the Slater Avenue bridge scheduled to be constructed in two phases, seismic challenges arose that made this construction difficult. Proposed to the Design-Build team and OCTA to construct the bridge in one phase. This meant complete demolition and no traffic for one year. With two high schools nearby, traffic control was a key area for motorists, bicycles, and pedestrians. A plan was devised to deploy bicycle detours through lower volume residential collectors, a pedestrian shuttle for transport of students who would otherwise have walked over the bridge, and a vehicle detour strategy that deployed modified signal timing to address detoured traffic while keeping access to local hotels and residential streets open. Again, the project timeline was reduced by several months, and all benefited from the improved traffic handling approach.
- **Newhope Street Extension.** As city engineer, identified with traffic modeling a roadway alignment to alleviate traffic in an area with high development potential but was impacted by freeway bypass traffic and bridge access over the Santa Ana River. Prepared funding applications that garnered several million dollars for the design, right-of-way, and construction of a new roadway that ties directly to a Caltrans freeway on/off ramp that relieved traffic, provided additional development opportunity and improved overall traffic operations in the southeast portion of the City.
- **Protected/Permissive Left Turn (PPLT) Conversion.** Beginning in 1996, an aggressive capital program to convert many fully protected traffic signals to PPLT. A key element of this implementation was the removal and reconstruction of the finger medians in left turn pockets to reduce the width to 2' and, in some cases '1 wide. This provided a positive offset for left-turning vehicles to view oncoming traffic. This sight distance improvement was a key to the success of these installations and was praised by many leaders and expert witnesses in the traffic engineering arena.

- **Development, review, and approval of traffic control plans, standards, and implementation strategies.** As traffic engineer and city engineer, developed and reviewed numerous traffic control plans and strategies that varied in size and magnitude, including complete standards for the City.
- Managed construction for the $20-million Recreation Center and Sports Park Master Plan Expansion, the largest capital project in the City's history.
- Completed a $2.5-million energy efficiency project to improve efficiency and lower energy costs while utilizing Federal Economic Stimulus Funds to assist in the financing. Led an energy-efficiency project that included the purchase of SCE streetlights to be converted to LED and utilized as infrastructure support for small cell antennae and other similar communication networks.
- Implemented a fleet management program that reduced rolling stock by over 25 percent, costs by nearly $1 million, and improved overall maintenance and preservation of a diverse inventory.
- Strengthened inter-agency and regional agency relations, expanding the City's leadership in various regional arenas.
- Twice served as chairman of OCTA TAC and TSC. Forged alliances with government, private business, and citizen advocacy groups on programs and financial plans that became part of the ballot measure for renewal of Measure M in 2006. As chairman in 2009-10, collaborated with local agency leaders and executive management staff, including the CEO of OCTA, on the guiding principles for the competitive funding programs for local agency transportation for the newly voter-approved 30-year extension to Measure M.

City Engineer/Traffic Engineer, City of Fountain Valley.* Responsible for overseeing a daily operation that included 10 full-time employees, multiple professional service and contract maintenance service agreements, a general $1-million operating budget, and a $12-million capital improvement budget. Secured millions of dollars in Measure M, state, and federal funding for transportation. Introduced a citywide geographic information system (GIS). Developed comprehensive updates to public infrastructure master plans for water, sewer, drainage, and streets, including financial plans and user rates. Continued development of a state-of-the-art Traffic Management System. Overhauled City standards for private development standards and conditions, construction plans, bid documents, contracts, and claims release documents. Appointed to serve on OCTA, TAC, and TSC. Enhanced development of inter-agency relationships. (1999-2006)

Traffic Engineer, City of Fountain Valley.* Secured Measure M, state and federal funding for transportation. Expanded signal intertie network and implemented the Traffic Management Center. Initiated studies for traffic safety and operational efficiency that have been highly regarded in the industry and are continually used locally and at the state level. Initiated a development plan review process to better coordinate between City departments to reduce plan review time.

Work performed prior to joining Ardurra

ORGANIZATION CHART

CITY OF PLACENTIA
PROJECT MANAGER

PRINCIPAL-IN-CHARGE/ MANAGEMENT CONTACT
Dino D'Emilia, PE, F.ASCE, QSD

QA/QC / CONSTRUCTABILITY/ VALUE ENGINEERING
Kenneth Rosenfield, PE, QSD/P
John Wolitarsky, CCM

PROJECT/CONTRACT MANAGER
Mark Lewis, PE, TE

CIVIL ENGINEERING
Anissa Voyiatzes, PE, QSD, ENV SP

TRAFFIC ENGINEERING
Megh Govindu, PE,^ PTOE

SUPPORT SERVICES

ENVIRONMENTAL
Lori Trottier, AICP CEP

GEOTECHNICAL
GMU

LANDSCAPE ARCHITECTURE
RJM Design Group

SURVEYING
CL Surveying & Mapping

UTILITY INVESTIGATION/POTHOLING
T2 Utility Engineers

GENERAL CIVIL/STREETS/STORMWATER/SEWER/UTILITIES

Mark Lewis, PE, TE
Kenneth Rosenfield, PE, QSD/P
Jose Hernandez, PE, QSD/P
Lisette Bice, PE, QSD, ENV SP
Andrea Mosqueda, PE, ENV SP
Bradley Waldrop, PE
Eli Farah, PE
Miguel Hurtado, PE
Teresa Kelley, PE
Bob Merrell, PE
Adilia Miller, PE
Rob Weber, PE
Dolores Salgado, PE
Aric Gnesa, PE, DBIA
Jamie Fagnant, PE, QSD
Rick Kennedy, PE
Patrick Mulvey, PE
Jocelyn Shih, EIT
Katy Lin
Dalia Mulato
Dustin Payne, PE ^

TRAFFIC ENGINEERING SUPPORT

Mark Lewis, PE, TE
Jose Hernandez, PE, QSD/P
Eli Farah, PE
Dennis Jue, PE, TE
Raghu Veturi, PE,^ PTOE
Catie Reid, PE ^
Rudy Hiremath, PE ^

^ *PE registered out of state*

STAFF AUGMENTATION/PLAN CHECK/PEER REVIEW

Deborah De Bow, PE
Mark Lewis, PE, TE
Lisette Bice, PE, QSD, ENV SP
Jose Hernandez, PE, QSD/P
Miguel Hurtado, PE
Teresa Kelley, PE
Bob Merrell, PE
Adilia Miller, PE
John Wolitarsky, CCM



- Being listed among Zweig's preferred employer's list for the last 5 years means we have been growing consistently, and we are adding amazing people every week. This gives you direct access to more help, more unique solutions, and a small army of professionals.



LEVERAGING RESOURCES

Ardurra has a history of providing services for large on-call contracts to numerous agencies throughout California. Because of this experience, Ardurra has a strong understanding of how to address staffing for multiple, concurring tasks. This experience allows us to provide responsive teams led by experienced task managers to solve the needs of our clients in a timely manner.

Ardurra will commit sufficient resources to handle varying workloads that may result from multiple task orders progressing simultaneously, but technical strengths and resources are only of value if we manage those resources well. The Ardurra approach to effective project management starts with scope, schedule, and budget development, signed contracts, and kickoff meetings. The project manager then organizes the project management plan for the duration of each task and the overall contract around a core framework of communication, coordination, thorough documentation, and quality control for each submittal on each task. This effort does not end until we complete and file the record drawings.

The Ardurra team understands the importance of meeting deadlines. We commit to providing adequate staffing (both as to the number of personnel and their qualifications) for every task. Our approach is flexible and adaptive to each task, and we can also commit to making use of personnel from other offices throughout the company and bringing on additional staff. We can scale up or down as needed with a focus on our unmatched responsiveness.

Through our on-call contracts, we have developed a proven task order process. It is an organized and streamlined approach for requesting, developing, and completing task order assignments. This process provides the City with teams available for multiple tasks off the on-call contract and a formal approach to respond to each task. Below, we summarize our proposed approach for completing the task orders.

step 1	2	3	4
Initial Meeting with City Project Manager and Task Managers	**Develop Scope of Work and Team**	**Notice to Proceed**	**Monthly Coordination/ Progress Meetings**
A meeting between the City's Project Manager and the Ardurra manager to be assigned to the work will be set up. Our project manager will discuss the request with the City's Project Manager and discuss your goals and expectations, key project issues, appropriate personnel from our team to be assigned, services needed, schedule, approximate budget available, and objectives for completing the work order.	Our project manager will then coordinate with the key people from our team, which may include a multi-discipline team, to prepare and submit a proposal for completing the work. Each team member will submit his or her scope to our project manager, who will then combine the individual scope into an overall proposal for review by the City. This procedure has worked successfully on our current and past on-call contracts.	Once the City reviews, negotiates, and executes the task order, it will provide Ardurra a Notice to Proceed. If applicable, Ardurra will issue a subsequent notice to proceed to our subconsultant(s).	We will hold meetings at a set frequency to keep City staff apprised of the progress of the work. We will develop and maintain schedules to identify allowable work windows for completing project tasks and agency review periods to keep the City's Project Manager aware of the project progress.

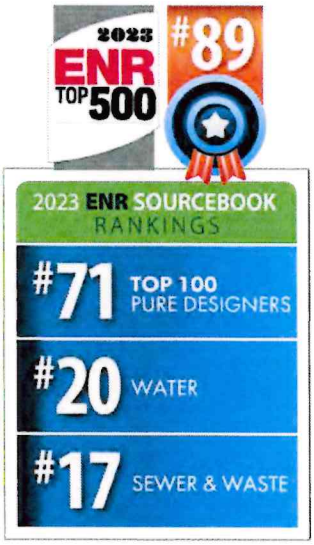
DISTINGUISHING FACTORS

Our capabilities are well-recognized by our clients as they continue to engage us for a high level of repeat work. Some of our strengths include:

- Expert in-house resources, including staff who offer the unique perspective of being former public works directors, city engineers, etc.
- For more than 20 years we have maintained an office in Newport Beach, serving municipalities throughout Orange County, Los Angeles County, Riverside County, San Bernardino County, and San Diego County, which has strengthened relationships with local stakeholders and enhanced our knowledge of local city infrastructure and the potential impacts due to proposed development..
- Our approach is flexible and adaptive to each task, and we can also commit to using personnel from other offices throughout the company and bringing on additional staff. Ardurra is capable of scaling up or down as needed with a focus on our unmatched responsiveness.
- Our desire to understand project issues at the task proposal level provides the most appropriate personnel resource planning and level of effort, resulting in no surprises during the design and construction phases.
- The Ardurra team has a high sense of environmental responsibility and is highly vigilant in supporting its clients with WQMPs, WPCPs, and SWPPPs. Our qualified and certified team has the experience to review and prepare these documents. Additionally, our team members are experienced Qualified SWPPP Developers that can assist in preparing SWPPPs. We also have experienced Qualified SWPPP Practitioners that can help with the State's SMARTS system.
- In addition to the scope items listed in the RFQ, as a full-service firm Ardurra has the resources and experts to offer the following services in-house:
  - Community Relations
  - Construction Management
  - Construction Inspection
  - Electrical Engineering/SCADA
  - Environmental
  - Hydraulic Modeling
  - Labor Compliance
  - Master Planning
  - Structural Engineering
- Working with municipalities is what we do, day in and day out, so we know local codes, regulations, community needs and sensitivities.
- A fundamental element contributing to our success is our strong commitment to maintaining high standards of quality. This dedication is an integral part of everything we undertake. Our Quality Management Program, in conjunction with thorough Constructibility reviews, ensures that we consistently uphold a focus on quality throughout our projects.

A COMPREHENSIVE TEAM TO MEET YOUR NEEDS

With our vast experience with on-call contracts, Ardurra is skilled at assembling teams that can address the needs of the client. Below is a brief overview of Ardurra's size and capabilities, as well as our specialized subconsultant teaming partners.



ARDURRA

Ardurra is ranked 89th in Engineering News-Record's Top 500, 34th in Zweig Best Firms to Work For, and 4th in Zweig Hot Firms. Ardurra offers the resources of a large national firm with more than 1,375 employees in 74 offices across the country. Our core service areas include: public works/civil planning and design, construction management and inspection; water/wastewater planning and design, construction management and inspection; environmental; land development; emergency management; structural engineering; survey; as well as public outreach, plan review and plan check, code compliance enforcement, labor compliance, and grant administration.

Our clients get successful projects and services, quality and well-managed budgets, and thoroughly satisfied stakeholders because we work side-by-side with local and regional agency staff. This close working relationship develops collaboration with community and business stakeholders, and partners effectively with state and federal regulatory agencies.

Local agencies like you get our unique management approach, which carefully monitors program effectiveness and closely tracks work quality and cost. With these abilities and proven processes, our clients get a partner that routinely delivers projects under aggressive schedules and provides careful management, administration, and oversight of project teams from inception to completion with committed and complete ownership of all aspects of our work.

Subconsultants

Our service is greatly facilitated by the working relationships we have in place with our local and DBE specialty subconsultant partners. Ardurra has worked extensively with these exceptional firms. This long-standing alliance enables a streamlined approach and smooth coordination. Below is a list of our subconsultant partners, including their role on this contract and a brief overview of their qualifications.

CL SURVEYING & MAPPING | Surveying

CL Surveying & Mapping, founded in 2007, is a Certified DBE, MBE, and SBE land surveying firm with three licensed Professional Land Surveyors. CL Surveying's team of qualified and experienced surveyors provide clients the most cost-efficient, professional, and personalized services in the industry. The firm's principals are all experienced, licensed land surveyors and are signatory to the labor agreement with the Operating Engineers Local 12 allowing the firm to access a large pool of experienced surveyors to staff any size project. Working with clients in the public and private sectors, CL Surveying prepares records of survey, engineering drawings, stakeout services, as-built surveys, parcel maps and parcel map exemption applications (lot line adjustments), tract maps, legal descriptions and ALTA Surveys. Staff is well-versed and proficient in the preparation of legal descriptions and exhibit maps for easements and property descriptions. Staff provides field and office survey services for construction staking of utilities, street construction, and site developments; and prepares design surveys as base mapping for street improvement designs, utility routing, drainage studies, and site development or redevelopment. CL Surveying is expert in the integration of field survey and record data with digital aerial mapping and orthophotography. CL Surveying currently has 28 employees spread over two offices located in Southern California.

GMU | Geotechnical

Established in 1967, GMU has built a long reputation as a trusted consultant for some of the most challenging and recognizable projects located throughout Southern California. GMU approaches each project with the objective of developing innovative pavement and geotechnical engineering solutions. GMU makes it a goal to find cost-effective and implementable solutions. Client history and retention attest to GMU's commitment to service excellence. GMU's 50+ years of service excellence has been validated by over 50 awards and special recognition, while also providing on-time/on-budget performance. GMU is continually ranked by the County of Orange as one of the top geotechnical and pavement consulting firms in Orange County.

GMU's office is located in Rancho Santa Margarita with a team of 45, including highly qualified professional engineers, geologists, and engineering technicians with experience in all phases of pavement engineering, geotechnical engineering, engineering geology, and materials testing. GMU's staff includes seven professional and geotechnical engineers licensed in California, six certified engineering geologists licensed in California, and five pavement engineers with experience in all phases of pavement engineering. GMU's engineering technicians and registered special inspectors have an average of 15 to 25+ years of experience. Engineering technicians hold certifications from Caltrans, American Concrete Institute (ACI), International Code Council (ICC), American Welding Society (AWS), and County of Orange. GMU's in-house laboratory is approved by Caltrans, AASHTO Materials Reference Lab (AMRL), County of Orange, and other public agencies.

RJM DESIGN GROUP | Landscape Architecture

Established in 1987, RJM Design Group has evolved into a multi-disciplinary landscape architectural, planning, and design firm committed to serving the needs of cities, public agencies, and organizations throughout California. RJM is comprised of talented individuals with varied backgrounds and interests. Among these dynamic professionals are licensed landscape architects, designers, and planners, most of whom are LEED Accredited Professionals. Each person brings a unique, yet complementary experience and passion to the firm, who will be dedicated to the duration of the project as needed.

T2 UTILITY ENGINEERS | Utility Investigation/Potholing

T2 UES, Inc. d/b/a T2 Utility Engineers (T2ue) provides a full range of utility engineering services, including Subsurface Utility Engineering (SUE), advanced geophysics, test holes/potholing, surveying, and utility coordination to support infrastructure projects in the U.S. Recognized as a leader in managing the risks associated with above-ground and subsurface utilities, T2ue staff have the experience and expertise with managing projects of all sizes, from small development jobs to large-scale billion dollar infrastructure projects for public and private clients.



Ardurra understands that the City is seeking design consultants knowledgeable in current codes, City standards and ordinances, as well as the City's General Plan, to provide civil engineering services on an as-needed basis. Per the RFQ, services include preliminary project research, studies and investigations; surveying; project design, including preparation of PS&E; utility coordination, construction support, QA/QC, constructability review, value engineering, staff augmentation, and related services.

This section includes our typical approach and scope of work for design projects. Our time-tested proactive approach will be incorporated into your projects to ensure quality control from start to finish.

Solving Agencies' Biggest Challenges with Proven Solutions

Based on 20+ years of local experience delivering on-call services for agencies like yours, we have developed simple, clever, and proven solutions to issues we see regularly.

- **We use a risk matrix to identify and manage challenges early in the project** as they relate to clearing the right-of-way, coordinating utilities, stakeholder involvement, material cost escalations, supply chain disruptions, and mitigating or avoiding environmental impacts.
- **You get a standing meeting in your calendar** between your point of contact and our project manager to discuss deliverables, status updates, and information requests. This simple and short meeting means you will have information you need and task order status you can share with your team regularly.
- **Your projects get committed and coordinated staff** because our office and regional leaders meet at least every two weeks to discuss deliverables, resources, quality control, and following through on our promises. This gives you a flexible and skilled team focused on hitting deadlines with high-quality work.
- **You get exclusive access to the amazing talent from one of the country's fastest growing engineering firms.** We are humbled by being on Zweig's preferred employer's list for the last 5 years. This means we are a magnet for talent! We have been growing consistently, and we are adding amazing people every week. This gives you direct access to more help, more unique solutions, and a small army of professionals that have a heart for client service.

General Approach

Ardurra has a history of providing services for large on-call contracts to numerous agencies throughout California. Because of this experience, Ardurra has a strong understanding of how to address project issues and the needs of public agencies for multiple, concurring tasks. This experience allows us to provide responsive teams led by experienced task managers to solve the needs of our clients in a timely manner.

Ardurra's approach to on-call work provides you streamlined delivery, improved communications, and enhanced project outcomes. We adapt this process to meet your needs and your project types. Our proactive management approach is outlined below and will be incorporated into your projects to ensure quality control from start to finish.

Project Management

Our project approach and proven work plan is based on a proactive project management approach. We are skilled at overseeing multiple, discipline-specific design consultants. Our project manager, **Mark Lewis, PE, TE,** takes the lead for managing schedule and budget of the various consultants, as well as utilizing extensive experience of having worked on the City side of the table. He understands how to coordinate disciplines as well as find efficiencies in design and project development together with value engineering solutions. All of the project management effort is coordinated closely with the City's Project Manager during routine updates as well as at times when decisions requiring City official input are needed to keep the projects moving forward.

The role of our project manager is to act on the City's behalf, relieving the City Project Manager of some of the day-to-day details while keeping him/her involved on a regular basis and when decisions need to be made.

We firmly believe in **"doing it right the first time."** Consequently, we realize that when pursuing project success, it is critical to thoroughly define the project requirements before the work is started. The project requirements must be mutually agreed on between the client and the design team. The requirements must also be clearly communicated and understood at all staff levels.

We do not assume that the City staff has the time necessary to know all of the detailed design specifics. Therefore, we will assume responsibility and take the initiative for obtaining the required information from the City. The use of a carefully prepared Project Management Plan will be our key to achieving quality expectations. We find that projects are most successful when we manage the design/documentation process from the early stages of the project, working closely with the City to collaboratively develop the design for the project.

Attention to Details

Paying attention to the details early and often is essential to keeping the project moving forward, within budget to a successful completion. Additionally, we do our best to understand the design issues during the proposal stage so that our proposal is as complete as possible. The experience of the Ardurra project team, combined with our proven QA/QC procedures, helps to assure the City that the details of the project design are being closely scrutinized and double-checked.

Realistic Construction Costs

One of the elements of the design of a project that Ardurra pays special attention to is the preparation of realistic opinions of construction cost estimates. Our estimates are based on contractor bids for similar recent construction projects supplemented by direct discussion with Ardurra's construction personnel and contractors. Additionally, we prepare a preliminary cost estimate at the early design stage to determine whether the project is within the City's construction budget or if adjustments need to be made.

The Right Project Manager

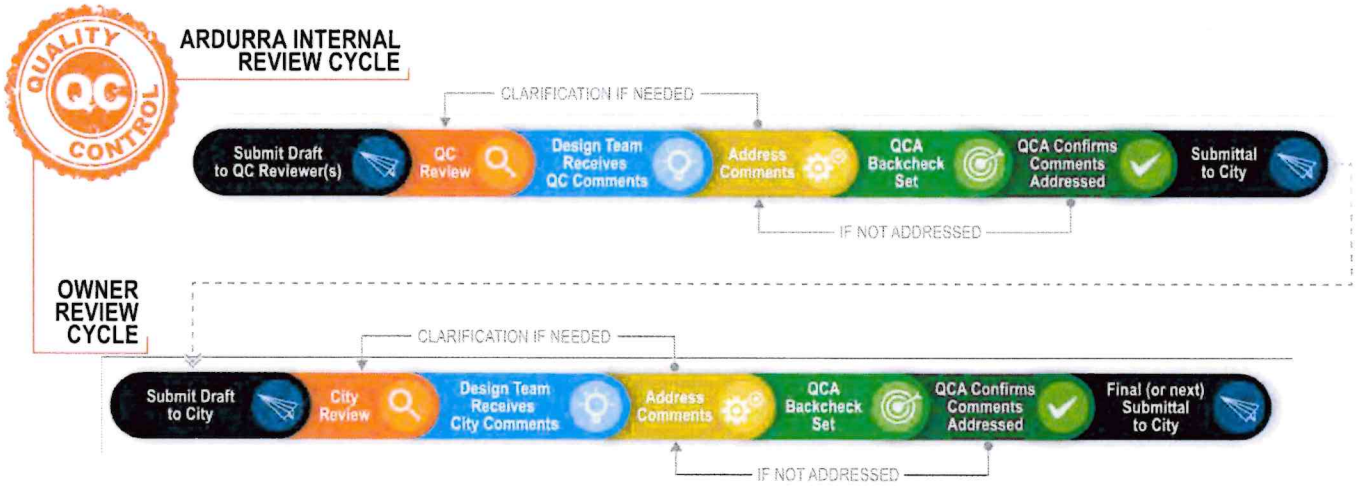
A project cannot be successful without effective project staff. Ardurra was founded on the philosophy of providing hands-on, experienced, proactive project management and project engineering on all projects. This contract will be no exception. Our proposed Project Manager, Mark Lewis, has 38 years of design and project management experience working on public works projects. He will not only be involved with project management and oversight but will also be involved in day-to-day services.

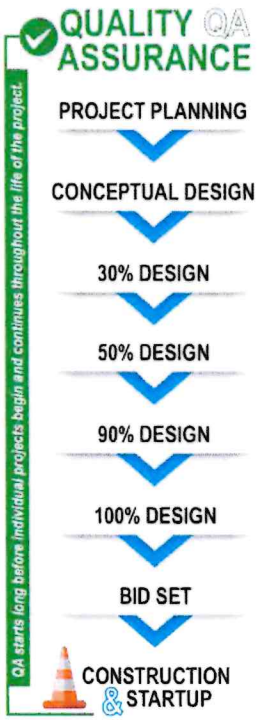
Quality Assurance and Quality Control

QA/QC is an ongoing task throughout the duration of the project. Ardurra takes seriously the responsibility for the accuracy and completeness of our work products. We base our QA/QC Program upon the belief that nothing is more important than design quality. QA/QC is used to verify that deliverables are of acceptable quality and that they are complete and correct. Quality control is the check or analysis that determines the acceptability of the project deliverables. Tasks related to quality control will include documented reviews of reports, drawings, specifications and opinions of cost, independent review of calculations, etc. Quality control reviews will occur with each submittal.



Quality Assurance will be an ongoing task throughout the duration of the project to ensure we are not only do the project right, but doing the right project. Ardurra initially develops a quality control work plan internally to evaluate the project team selected for the assignment. The work plan outlines the design standards and manuals to be followed, establishes checking and review procedures, and identifies assignments and responsibilities.





All design documents prepared by the Ardurra team are checked in detail prior to formal submittal. At key milestones throughout the design process, independent checks will be performed on the various aspects of the design. The checks will typically be performed at the preliminary, 50%, 90%, and 100% completion levels by a team of experienced engineers independent of the project.

Our assigned QA/QC Managers will prepare and implement a project-specific Quality Assurance and Quality Control Plan (QCP) for all task orders. The QCP will be in effect over the length of the project.

Constructability

"Constructed with little to no problems." Those are words our project team loves to hear and has become accustomed to hearing consistently. Problems during construction can negatively affect everyone associated with a project. By utilizing our construction personnel during design, paying attention to the details, and carefully reviewing our quantities and bid items, we can hear those words on this project. We will make sure that our payment clauses are well written and inclusive.

- ✓ ***We have the added benefit of providing constructability review by our in-house construction management group as a standard practice. Their review comes from the contractor's perspective and synchronizes the construction documents to eliminate potential change orders.***

Value Engineering

Value Engineering will be considered depending on the project's size, complexity, and the owner's requirements. Led by John Wolitarsky, CCM, with our Construction Management team, Value Engineering involves a methodical review and analysis of the project during the concept and design phases, conducted by a multi-disciplinary team not directly involved in the project. This process may yield findings and recommendations such as:

- Identifying opportunities to consolidate or eliminate inefficient aspects of the original design, thus reducing costs.
- Reducing the construction duration.
- Enhancing the project's value and quality.
- Ensuring the project is delivered safely and reliably, with cost reductions as a goal.

Understanding the Design Issues

As mentioned above, the Ardurra team takes pride in closely looking at the design issues as early as possible in the stage of the project. This allows us to minimize or avoid surprises during the design stage.

Typical Scope of Work for Task Orders



Ardurra accepts the scope of work provided in the RFQ. Prior to starting any work, Ardurra will propose a detailed, project-specific scope of services, fee estimate, and schedule for City approval.

Below is our approach to typical scope elements of a project, and **we have noted with an orange check mark (✓) the areas that we believe enhance the scope and in which brings a benefit to the City.**

1. Project Management, Coordination, and /QA/QC / Constructability

Project Management/QA/QC

The following section describes in more detail the role and responsibilities of our project managers for design projects. ***In addition, we are offering Project Management/Staff Augmentation services to oversee design consultants for projects such as the City Hall and Police Department Office Modernization, including HVAC upgrades, solar panel installations, City Hall roof replacement, and City Hall office expansion.*** Our Project Manager, **Mark Lewis,** will take the lead for project management staff augmentation managing schedule and budget of the various consultants by utilizing his extensive experience of having worked on the City side of the table. He understands how to coordinate disciplines and find efficiencies in design and project development together with value engineering solutions. The project management oversight effort is coordinated closely with the City's Project Manager during routine updates as well as at times when decisions requiring City official input are needed to keep the projects moving forward. The role of our project manager is to act on the City's behalf, relieving the City Project Manager of some of the day-to-day details while keeping him/her involved on a regular basis and when decisions need to be made. Mark will be supported by other well-seasoned project managers, such as **Deborah De Bow,** who can provide staff augmentation services for multiple tasks.

The Project Management task is directed at the organization, planning and control of the project team. Activities include scheduling and monitoring of the project team, cost control and an active quality control program.

In undertaking its assignments, Ardurra employs an "Integrated Project Management" approach to deliver successful projects. The goal of the Integrated Project Management is to provide a technically superior product on schedule and within budget. Integrated Project Management commences with project identification, establishes a work program, and executes the project. In this approach, the project management and internal quality control are very important elements.

During project identification, the intent and purpose of the project are determined with extensive interaction with the client. Thereupon, a work plan is established, and a resource loaded work breakdown structure and schedule are prepared. The schedule and work breakdown structure are integrated with the special needs of the project and the client.

The project is executed by the technical staff. The Quality Control function is carried out to provide independent checking of the project and address constructability and biddability issues. The project is regularly reviewed by the Project Manager who monitors progress against the established work breakdown structure and schedule. Any technical difficulties, schedule slips or previously unforeseen conditions are immediately recognized, quantified, and addressed. The status is reported to the client in regular project status reports. As a result, interactive, responsive, and proactive project management is utilized.

As mentioned above, Quality Control will be an ongoing task throughout the duration of the project; and Ardurra offers the added benefit of an in-house construction management group to assist with constructability review.

All design documents prepared by the Ardurra team are checked in detail prior to formal submittal. At key milestones throughout the design process, independent checks will be performed on the various aspects of the design. The checks will typically be performed at the preliminary, 50%, 90%, and 100% completion levels by a team of experienced engineers individuals independent of the project.

Coordination and Meetings

Our Project Manager will coordinate with the City, and other applicable agencies as necessary to complete the project. The project schedule, work plan of deliverables, and all roles and responsibilities will be defined and mutually agreed upon at the start of the project. The Ardurra team will conduct bi-weekly City Progress Meetings and as needed Project Development Team (PDT) and focus meetings. Additional meetings will also be conducted including meetings with City Council, utility companies, and other stakeholders, as needed.

Project files (documentation) will be housed in a central location to allow the entire project team, including the City, access to the project documents. Ardurra will maintain this central file location and ensure team is consistently updated.

Project Schedule

The Ardurra team will prepare and maintain a reasonable project schedule for each task-order that will be implemented to match the City's goals and funding timeline. The detailed schedule shall identify all pertinent tasks, the time required and milestone to complete each task, the time for the City's review, the time for revising drafts and the tentative completion of each task.

Administration

The Ardurra team will establish and apply internal accounting methods and procedures acceptable to the City for documenting and monitoring contract costs. The Ardurra team will submit a consolidated monthly invoice in a format acceptable to the City. The invoice will include a monthly progress report that reflects the work completed within the invoice period. The Ardurra team will maintain project correspondence and files in accordance with the City approved format.

2. Preliminary Research and Design

Initial Planning Phase

The Ardurra team will meet with City staff to discuss the project scope, budget, permitting requirements and constraints to determine the feasibility of the project. Once the project is thoroughly vetted, we can begin gathering data for the project.

Research and Review Available Data

A thorough search of the available records will be conducted to acquire relevant data to assist in the design of the project. The information accumulated will include as-built drawings (including any topo mapping and CAD files), utility information, geotechnical data, and horizontal and vertical control data. Ardurra will prepare a table summarizing the obtained data and review with the City prior to beginning any surveys and preliminary design.

Assess Existing Infrastructure and Information

The Ardurra team will collect and review record information, including:

- Right-of-way documents.
- Centerline intersection ties.
- Utility record drawings.
- Review pertinent existing master plans, general plans, studies.
- Review existing plans and record information.
- Confirm the project boundaries by conducting a field review.
- Review any available geotechnical information.
- Evaluate reports and generate memo with results.

The project team will review each task order project in the field and take photographs of potential problem areas or items that need special attention. The photographs will be filed in digital photo albums with a written description of each picture. The albums serve as a constant reference during design and are invaluable when discussing issues at meetings.

- ✓ ***To enhance and supplement site photos, Ardurra uses 360-degree cameras to capture 360-degree video of project sites. These videos are a useful tool for preconstruction documentation and are used throughout the design and in meetings to discuss areas of issue.***

Potholing

Ardurra understands the importance of verifying the location of existing utilities within the project limits. For example, prior to the final selection of a project storm drain alignment or proposed excavation that could put existing utilities at risk, Ardurra and our utility investigation partner, T2 Utility Engineers, will investigate existing underground utilities using a number of techniques including potholing to determine the horizontal and vertical alignment of the existing utility to determine and avoid potential conflicts during construction. Avoiding existing utilities will significantly improve control costs and constructability of the proposed improvements.

- ✓ ***Having T2ue on our team as potholing experts provides the added benefit of non-destructive investigation, which helps reduce cost.***

Hydrology

Ardurra will evaluate the hydrology for the Master Plan of Drainage to verify the design runoff volumes. In the event that a Hydrology Analysis is required, Ardurra will perform a hydrology analysis for the area tributary to the project site for the purpose of determining the runoff that will be used to size the drainage system. Our analysis will comply with the procedures and standards set forth in the Orange County Hydrology Manual and requirements.

Hydraulics

Ardurra staff will meet with the City to coordinate the compatibility of downstream facilities with any task order proposed stormwater system. Proposed pipe and catch basin sizes as well as catch basin placements will be determined/verified based on hydraulic calculations. We will use the appropriate software for each hydraulic analysis (i.e., WSPG for HGL calculations and an approved software for street capacity calcs). We will coordinate with the City regarding its flood protection criteria to confirm if there are additional targeted flood protection goals for the project area. A complete H&H report will be prepared summarizing the results of the calculations. Ardurra will obtain City approval for the recommended project approach (storm drain alignment/catch basin placements) prior to finalizing the H&H report.

Recommendations

Prior to design, Ardurra will review the existing utilities along the project reach to verify constructability and alignment of the proposed infrastructure and the impact the construction will have on the community. **We will work with the City to produce the best approach, accounting for efficacy, constructability, cost, and impact to the community for each task order project.**

Utility Research and Coordination

Utility research and coordination will consist of the following tasks:

- Obtain atlases/plans showing location and size of all utility lines and appurtenances within the project area.
- Plot utility lines on base map.
- Coordinate with the City's Utility Department for any future work within the project limits.
- Cross-check plotted locations above with field review information to verify that existing lines are shown in the proper location.
- Identify utility conflicts, relocations, and improvements.
- Coordinate with affected utility companies regarding conflicts, relocations, and improvements.
- Coordination with the utilities that was initiated earlier in the process will continue throughout the design of the project. A full set of plans will be submitted for comment to each utility agency concurrent with Ardurra's 90% submittal to the City for plan check, requesting the relocation and/or adjustment of the pertinent facilities.

Geotechnical

Potential geotechnical investigations will consist of the following services:

- Review of any available geotechnical data on and adjacent to the site.
- Geologic reconnaissance of the site to establish location and accessibility of planned borings. Mark boring locations and notify Underground Service Alert 72 hours in advance.
- Obtain any necessary (no fee) permits from the City. Provide traffic control, including lane closures, according to the MUTCD.
- Excavation of exploratory borings. Each of the borings will be backfilled with cuttings from the boring, tamped into place, then patched with cold patch asphalt, as necessary to match existing.
- Appropriate laboratory testing for determination of classification, moisture/density of in-situ samples, laboratory maximum density, sieve analyses, corrosivity, R-value and shear strength of soil materials, as necessary.
- Preparation of a project-specific Geotechnical Investigation Report.

Topographic/Design Survey/ROW Determination

Each proposed task order project will require current and accurate survey information for the preparation of the design documents.

Surveys will be based on vertical and horizontal site control and the survey will include centerline, right-of-way, and topographic information of each project site. Survey will also include all surface features within the project sites.

3. Preparation of Project Documents

Prepare 30% Schematic Design Phase

The Ardurra team will prepare a 30% design conceptual plan of each proposed task order project to present to the City for discussion purposes and concurrence. The conceptual alignment exhibit will show proposed project alternatives and the pros and cons for each alternative.

- ✓ ***Depending on the project, we may include a 30% pre-design plan, which helps engage the team early on and streamline further reviews.***

Prepare 50% Construction Drawings

Based on the approved 30% conceptual design and the information from Task 2 above, the project documents will be prepared.

The Ardurra team will prepare Base Sheets utilizing the topographic survey described above, utility research data, street right-of-way information, and any existing improvement plans. The Base Sheets will be utilized for the design of the proposed project, supplemented by field reviews.

Based on City concurrence of the recommendations, Ardurra will prepare plan and profile preliminary design drawings.

Ardurra will prepare preliminary quantities and engineer's opinion of construction cost estimates.

Engineer's Opinion of Probable Construction Cost Estimate

Ardurra will provide an engineer's opinion of probable construction costs estimate for each milestone submittal. The unit costs of the opinion of the probable construction cost will be estimated based on recent bid results for similar projects.

Our opinion of probable construction bid item costs is based on Ardurra's experience and qualifications. We represent our estimate as an experienced and qualified professional generally familiar with the construction industry. However, based on the volatile pricing environment, and because we have no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, we cannot and do not guarantee that bids or actual construction costs will not vary from the engineer's opinion of probable construction costs. If the City requires greater assurance as to probable construction cost, then we recommend that the City obtain an independent cost estimate.

Traffic Control

Ardurra will provide guidance for the traffic control plans; however, we assume the contractor will prepare the traffic control plans for each project so that they can have more control of their work. We will provide specific parameters so the contractor can structure their work efficiently, in accordance with City restrictions, and account for the local residences, businesses, and schools. We will include in our project cost estimate and bid documents allocation for the contractor to retain the services of a licensed engineer to prepare the needed traffic control plans.

- ✓ ***Our team is sensitive to the impacts on the community. Coordination with local residents and businesses is extremely important, so we will verify that the City will conduct community outreach. If needed, our talented Community Outreach group can provide these services.***

Prepare 90% Construction Documents

Upon receiving feedback from the City on the 50% submittal, Ardurra will prepare the 90% PS&E package, and a constructability review will be held to evaluate the project. The review will focus on the completeness and coordination of the entire construction document package including equipment access, how the construction will be accomplished, potential impacts to adjacent properties, traffic control, driveway access, and the amount of time required for construction. An important benefit of the review is to view the construction documents from the contractor's perspective to identify and mitigate potential change orders.

Ardurra will prepare updated quantities and cost estimates with the design submittal. Ardurra will also provide the City with an electronic version of our cost estimate spreadsheet, which can be utilized by the City to prepare a bid summary after the contractor's bids are received.

Ardurra will use the City's boilerplate specifications with the technical specifications prepared based on the City's format, including the project bid schedule.

All the work specified in the bid proposal and these special provisions shall be done in accordance with the provisions of the latest edition of the Standard Specifications for Public Works Construction ("Greenbook"), adopted by the Joint Cooperative Committee of Southern California Chapter, American Public Works Association and Southern California District, Associated General Contractors of California; hereinafter referred to as the "Standard Specifications," or applicable codes.

Final Submittal

The final submittals will consist of the following:

- Original signed plans and specifications
- Electronic design files
- Final engineer's estimate, wet signed, and stamped
- Copy of utility coordination documentation file

Bidding Period Support

Ardurra will provide the City with reproducible Construction Documents for distribution. We will answer questions and inquiries during the bidding period, we will assist in the evaluation of bids, and we will work with the City to adjust the project documents in the event the lowest bids exceed the project estimate.

4. Construction Phase Support

Observation and Site Visits

As needed, Ardurra will perform observations to ensure that construction is consistent with the design intent. Ardurra will coordinate observational visits with subconsultants to make sure that the proper team member is present during their respective construction phase.

General Administration

Ardurra will coordinate with the contractor to ensure the project documents are being followed and that any deviation is recorded in the plans by the contractor.

Preconstruction Meeting

As needed, Ardurra will attend the preconstruction meetings for each task order project.

RFIs and Submittals

Ardurra will answer RFIs from the contractors during the construction period. We will also review and respond to material submittals for the project. If submittals are provided that are not compliant with the approved project documents, Ardurra will either reject the material and the associated work, or work with the project team to evaluate potential substitutions for the specific work and materials.

- ✓ ***Our response times for RFIs, submittals, and other contractor requests are stellar and will not impact the project schedule.***

Revised Documents and Drawings

In the event our documents require updates based on our errors, Ardurra will update the plans.

Certificate of Completion, Project Closeout and As-Builts

Ardurra will participate in final inspections necessary for Certificate of Completion and final payment; perform final walk-throughs; and prepare as-builts based on the redlines from the contractor for each project. Once the as-builts are complete, Ardurra will send the final documents to the City for approval and for final payment.



Our reputation for providing quality services has been confirmed by our ongoing relationships and extended on-call contracts with agencies throughout California. Our team's experience, together with our constant team communication and our quality control approach, has provided us with a solid track record of meeting schedules, effectively adapting to unforeseen challenges, and maintaining costs. Ardurra has successfully delivered hundreds of projects to numerous public agencies through our as-needed contracts—projects such as road widening, street resurfacing and rehabilitation, drainage improvements, traffic control, bike lanes, traffic signals, wayfinding, striping, parks, bridge improvements, soundwalls, pedestrian accessibility improvements, etc.

Below is a partial list of our recent on-call contracts in the region.

- City of Long Beach On-Call Civil Engineering – Street and Storm Drain Design/Rehabilitation Projects
- City of Anaheim On-Call Engineering and Design Services for Public Works Projects
- City of Fullerton On-Call Public Works Inspection Services
- Signal Hill On-Call City Engineering and Plan Check Services
- City of Brea As-Needed Engineering Design and Plan Check/ Review and Development Coordination Services
- City of Tustin As-Needed Engineering Plan Check
- City of Long Beach Private Development Plan Check Services
- City of Huntington Beach Development Plan Checking and Entitlement Review
- City of Long Beach On-Call Public Works Development Review
- City of Vista As-Needed Plan Checking Services
- City of Bakersfield On-Call Development Reviews and Plan Checking Services
- Rainbow Municipal Water District Engineering and Development Plan Check Services
- City of Shafter On-Call Development Reviews and Plan Checking Services
- Seal Beach Municipal Engineering and Staff Augmentation
- City of Hawaiian Gardens On-Call City Engineering/Construction Management/Testing and Inspection Services
- Huntington Beach On-Call Civil Engineering, Surveying, and Professional Consulting Services
- Orange County Project Management
- Lake Forest On-Call Municipal Engineering/Staff Augmentation
- City of Cypress On-Call City Engineering/CM/Testing and Inspection Services
- Laguna Hills On-Call Municipal Engineering/Project Management
- Anaheim Project/Construction Management for Various CIP Projects
- Anaheim Public Utilities Department As-Needed Engineering
- South Coast Water District On-Call Engineering
- City of Ontario On-Call Construction Management and Inspection
- Long Beach Citywide CIP Project Management
- City of Manhattan Beach On-Call Project Management Services for Various Projects
- City of Lakewood City Engineering Services/CIP Development Services
- City of Laguna Beach Project Management
- Long Beach Water Dept. Engineering Services for CIP Program/ Project Management
- Elsinore Valley Municipal Water District Near Term Water Supply & CIP Program Management
- Oceanside As-Needed Project Management Services
- Leucadia Wastewater District As-Needed Engineering Design Services
- County of Los Angeles Building and Safety Inspection and Permit Technician Services
- County of San Diego Building Inspection Services
- County of San Diego Field Inspections and Special Inspections
- Coachella Valley Water District On-Call Project Management Support Services

The table on the following page lists the agencies for which we have provided similar services as a prime consultant in the last five years. Since our company has provided similar services to thousands of agencies throughout the country, we have focused on municipalities in Orange, Los Angeles, and San Bernardino counties. Following the table are several example projects for some of these agencies, along with references and a list of our key personnel who worked on those projects. We are proud of our track record of successfully delivering quality services, to which our references will attest.

ARDURRA HAS PROVIDED SIMILAR SERVICES TO THESE LOCAL AGENCIES

AGENCY	On-Call Contract	Civil Engineering	Constructability Review	Peer Review/Plan Check	Project Management	Traffic Engineering	Staff Augmentation
Alhambra (2018-2019)		✓					
Anaheim (2014-ongoing)	✓	✓	✓		✓		✓
Brea (2020-ongoing)	✓	✓	✓	✓	✓	✓	✓
Buena Park (2019, 2023-ongoing)		✓	✓		✓		
Burbank (2022)	✓	✓					
Chino Hills (2019-2021)	✓	✓					
Corona (2017-2023)	✓	✓	✓		✓		
Costa Mesa (2023-2024)		✓			✓	✓	
Cypress (2022-ongoing)	✓	✓	✓		✓		✓
Dana Point (2023-ongoing)		✓					
Downey (2022-2021)	✓	✓					
El Monte (2018-2019)		✓					
Fountain Valley (2018-2019)			✓		✓		✓
Hawaiian Gardens (2023-ongoing)	✓				✓		
Huntington Beach (2021-ongoing)	✓	✓	✓	✓	✓	✓	✓
Irvine (2018-ongoing)	✓			✓	✓		✓
La Cañada Flintridge (2021-ongoing)		✓	✓			✓	
La Habra (2017-ongoing)	✓	✓					
La Mirada (2016-2023)	✓	✓					
Laguna Beach (2016-ongoing)	✓	✓					
Laguna Hills (2014-ongoing)	✓	✓	✓				
Laguna Niguel (2023-ongoing)	✓	✓			✓		✓
Lake Forest (2016-ongoing)	✓	✓	✓	✓	✓	✓	✓
Lakewood (2022-ongoing)	✓	✓			✓		✓
Long Beach (2009-ongoing)	✓	✓	✓	✓	✓	✓	✓
Manhattan Beach (2016-ongoing)	✓	✓	✓		✓		✓

AGENCY	On-Call Contract	Civil Engineering	Constructability Review	Peer Review/Plan Check	Project Management	Traffic Engineering	Staff Augmentation
Mission Viejo (2020-2022)	✓	✓					
Newport Beach (2022-ongoing)	✓	✓			✓		
Ontario (2021-ongoing)	✓	✓	✓				
Orange (2021)			✓				
Pasadena (2017-ongoing)	✓	✓			✓		
Rancho Palos Verdes (2016-2023)	✓	✓			✓		✓
Rancho Santa Margarita (2016-2021)	✓				✓		
Rialto (2020-2022)		✓	✓				
San Clemente (2021)				✓			
San Juan Capistrano (2015-2022)	✓	✓	✓	✓			
Santa Ana (2018-ongoing)	✓	✓			✓		✓
Santa Clarita (2017-2020, 2022-2023)		✓					
Santa Fe Springs (2015-2023)	✓	✓		✓			
Santa Monica (2016-2021)	✓	✓					
Seal Beach (2016-ongoing)	✓			✓			✓
Signal Hill (2018-ongoing)	✓	✓	✓				✓
Torrance (2016-2023)		✓					
Tustin (2016-ongoing)	✓	✓			✓		
Westminster (2018-2023)	✓	✓	✓		✓		✓
Whittier (2018-2019)		✓					
Yorba Linda (2017-2018)							✓
County of Orange (2018-ongoing)	✓	✓			✓		✓
East Orange County Water District (2021-2023)							✓

*All "Agencies" are City municipalities unless otherwise noted

PROJECT DESCRIPTIONS AND REFERENCES

Some example assignments similar to the City's on-call civil engineering services RFQ are highlighted below.

City of Huntington Beach | On-Call Civil Engineering, Surveying, and Professional Consulting Services

Contact: Alvin Papa, Deputy Director Public Works – Utilities; 714.536.5503; alvin.papa@surfcity-hb.org
Role: Prime **Services:** Civil Engineering, Staff Augmentation **Start:** 06/2021 **Complete:** 06/2024 **Project Value:** $1 million
Team Members: Mark Lewis (Project Manager); Jose Hernandez (Design Engineer, Permit Review); Katy Lin (Issuance and Development Review Processing)

Ardurra is providing on-call civil engineering, survey, and consulting services contract with the City of Huntington Beach for various public works infrastructure projects, including but not limited to rehabilitation of roads, alleys, curb, gutter, and sidewalks within the public right-of-way, as well as off-street improvements, such as rehabilitation of City parking lots. Also, development of project concept, grant funding compliance, project specifications, and bid support for conversion of median turf to drought tolerant landscape with new trees for beautification.

Utility support services have involved staff augmentation for management support, mentoring, as well as program and project development. Projects include development of a 5-year funding strategy for upgrades to storm water pump station facilities as well as preparation of project bid specifications for implementation.



Other projects include development of on-call specifications for the City's sewer lateral program, a program to consolidate domestic and irrigation delivery system, evaluation of the City's water production disinfection to develop a program to convert to Onsite Chlorine Generation (OSG).

Ardurra is also providing staff support for permit review and issuance and development review processing.

City of Seal Beach | Various Public Works Design Projects

Contact: Iris Lee, Public Works Director/City Engineer; 562.431.2527, Ext. 1322; ilee@sealbeachca.gov
Role: Prime **Services:** Engineering Design, Project Management, Constructability Review, Staff Augmentation, Plan Checking, Inspection
Start: 2012 **Complete:** Ongoing **Project Value:** $2 million
Team Members: Anissa Voyiatzes (Engineering and Municipal Services Group Leader); Mark Lewis (Project Manager); Joe Stoakley (Inspector); Chip Vanderbeek (Inspector); Bob Merrell (Hydrology, Drainage, QA/QC); Teresa Kelley (Lead Plan Checker)

Ardurra has completed several projects for the City of Seal Beach during the last 5 years. Engineering services have included providing civil engineering, geotechnical, traffic, and survey services for various projects within the city. Improvements have included the design of water and sewer main reconstruction, alley paving, the upgrade or addition of ADA ramps, pavement rehabilitation, H&H calculations, and the preparation of a proposed storm drain report. Plan check services have included review of the H&H analysis, grading plans, street plans, traffic striping and signing, street lighting, signal plans, storm drain plans, utility plans, landscaping and planting, WQMP, sewer and water plans. A few projects include:

- **Ocean Place Development.** Ardurra is providing plan checking and inspection for grading and construction of the road and utility infrastructure that will support Ocean Place, which is a neighborhood of 30 luxury homes in an environmentally sensitive beachfront location. Services are focused on the grading and construction of street improvements, storm drains, domestic water and sanitary sewer lines. Of importance will be ensuring the use of stormwater management best practices and compliance with the terms of a California Coastal Commission development permit since the project is in an environmentally sensitive area. The project will include a 6.5-acre public park to be turned over to the City by the developer.
- **6th Street Alley Improvement Project.** Improvements include the design of water and sewer main reconstruction, alley paving, installation of empty fiber optic conduit for future fiber, and ancillary improvements followed by concrete paving of the entire width of the alley.

- **Sanitary Sewer Pump Station #35.** The sewer pump station provides for upgraded/new dry well and wet well for the pump station. Ardurra is overseeing the project, making sure it is delivered on time and budget, coordinating with the design consultant and providing the interface between the consultant and the City. This project also includes replacement of natural gas engines with electric motors and a diesel powered backup generator.
- **Ocean Avenue Alley Waterline and Sewer Replacements from Main Street to First Street.** Ardurra prepared the design of over 0.5 miles of alley improvements in the downtown area of Seal Beach. The project included the design of sewer and water mains and pavement. As a part of the project, Ardurra completed an extensive utility investigation including significant potholing and GPR to locate the existing utilities. The design also included solving numerous existing drainage problems within the alleys.
- **7th Street Alley Waterline and Sewer Replacement.** Ardurra prepared complete PS&E for the 7th Street Alley Waterline and Sewer Replacements Project CIP No. WT1607. The project consisted of designing the replacement of approximately 450 LF of existing 6-inch water and sewer mains. In conjunction with the utility replacement, rehabilitation of approximately 6,750 SF of asphalt and concrete pavement was also designed.



- **Westminster Avenue Storm Drain Study Report from Seal Beach Boulevard to Federal Storm Channel C01S06.** Ardurra prepared a report to determine the adequate size to replace a trapezoidal open channel drainage facility with a pipe on the north side of Westminster Avenue from Seal Beach Boulevard to the Federal Storm Channel (C01S06). The project required conducting hydrologic studies of the tributary area and develop discharges at various concentration points for 5, 10, 25, and 100-year storm events. Preparation of the report involved coordination with Orange County Flood Control District and meeting with Orange County Public Works staff to discuss the most up-to-date planning for the Federal Storm Channel and to identify the interim and ultimate conditions for the confluence with the Federal Storm Channel. Work also included hydraulic analyses of the existing system with the 5, 10, 25, and 100-year storm flows to establish existing level of protection and facility constraints. Ardurra developed alternative enclosed facilities (box culverts and pipes) to handle the runoff from the 100-year storm event. Cost estimates were prepared including design, construction, and contract administration/inspection for each alternative.

City of Brea | Project Management and On-Call Engineering Design, Plan Check/Review & Development Coordination Services

Contact: Ryan Chapman, Assistant City Engineer; 714.990.7763; ryanch@cityofbrea.net
Role: Prime **Services:** Project Management, Engineering Design, Plan Check **Start:** 11/2019 **Complete:** Ongoing **Project Value:** $300,000
Team Members: Anissa Voyiatzes (Principal-in-Charge); Mark Lewis (Project Manager); Jose Hernandez (Project Manager); Bob Merrell (QA/QC); Miguel Hurtado (Project Engineer); Teresa Kelley (Plan Check Lead)

Ardurra provides project management to augment City staff and performs on-call, as-needed design and civil engineering services on capital improvement projects that include street improvements, traffic safety enhancements, water improvements, storm drain improvements, sewer improvements, facility improvements and community facility district improvements. Projects included design services for the Country Lane Street Rehabilitation CIP 7323 project and a Feasibility Study for the Berry Street Sidewalks CIP 7324 project.

Ardurra also provided plan check services for the review of engineering plans and reports and development planning documents for developer-funded projects including, but not limited to: EIR drainage and water quality studies and write-ups, grading, tentative maps, storm drains, site development plans, streets, hydrology and hydraulic (H&H) analyses, utilities, and WQMP Reports. Projects included plan check review for Raising Canes Restaurant, Brea Plaza Mixed Use, Randolph Avenue, Brea Mall Extension, and Pacific Highland.

Ardurra provided ongoing review and approval of traffic control plans for private utility construction and currently averaging six reviews per month. Responsibilities included reviewing stage construction and worksite traffic control plans and providing Traffic Division support.

Ardurra is providing project management of several CIP projects involving street paving, water line and sewer line replacement, sewer lift station upgrades/replacement, and sewer realignment evaluation.

City of Long Beach | On-Call Civil Engineering – Street and Storm Drain Design/Rehabilitation Projects

Contact: Keith Hoey, City Engineer; 562.570.6586; keith.hoey@longbeach.gov
Role: Prime **Services:** Engineering Design **Start:** 2009 **Complete:** Ongoing **Project Value:** $15 million
Team Members: Anissa Voyiatzes (Engineering and Municipal Services Group Leader); Jose Hernandez (QA/QC); Lisette Bice (Project Manager); Miguel Hurtado (Design Engineer); Bob Merrell (Drainage)

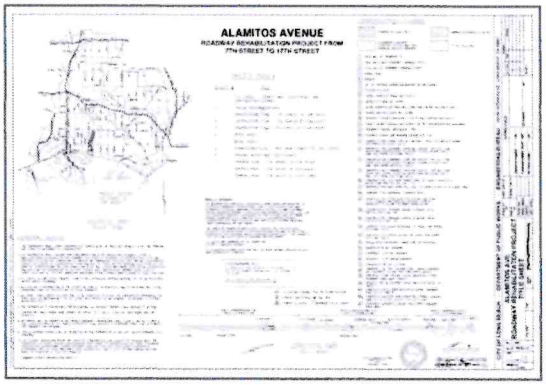
As part of an on-call contract with the City of Long Beach, Ardurra staff has prepared plans, specifications, and cost estimates for more than $15 million in improvements since 2009 and continues to work with the City through additional extensions of the original on-call contract. The projects encompass roadway, storm drain, parking lot improvements, traffic, lighting, and landscape improvements, design of more than 150 ADA-compliant curb and ramps, and focused on many of the major roadways within the city. Ardurra staff has consistently provided the City with well-designed projects facilitating smooth construction. Some recent projects include:

- **Market Street Pedestrian Streetscape Enhancements (LA River to Easterly City Limits).** Ardurra is providing engineering and design services for a Complete Street Project on Market Street between the LA River and Cherry Avenue, an approximate 1.9-mile stretch of the corridor. As stated on www.smartgrowthamerica.org, complete streets are designed and operated to enable safe access for all users, including pedestrians, bicyclists, motorists and transit riders of all ages and abilities. Complete streets make it easy to cross the street, walk to shops, and bicycle to work. They allow buses to run on time and make it safe for people to walk to and from train stations. The project consists of complete street improvements including Class IV bike lanes and other new bike/pedestrian facilities, bulbouts, wayfinding signage, road diet with sidewalk extension, crosswalk and transit stop enhancements, construction/reconstruction of curb ramps for ADA compliance, repairing sidewalks, curbs, and gutters, reconstructing/resurfacing roadway pavement, landscaping and street trees, removing/relocating obstructions and utilities, and storm drain relocations. ($7 million)





- **Atlantic Avenue Pedestrian Enhancements.** Ardurra provided PS&E for pedestrian enhancement features, including bulbouts, to minimize pedestrian crossing distances across Atlantic Avenue. The project also included 10 new ADA-compliant curb ramps and additional pedestrian lighting. The project limits are from 56th Street to 59th Street.
- **Atherton Street and Magnolia Avenue Street Rehabilitation.** Preparation of three separate PS&E packages, totaling over 1.6 miles of roadway and dozens of curb ramps. The plans include roadway rehabilitation, the design of ADA-compliant ramps at numerous intersections, sidewalk repair to eliminate tripping hazards, and traffic signing and striping.
- **Alamitos Avenue Rehabilitation Improvements.** Preparation of PS&E for 1.0 mile of roadway rehabilitation and dozens of curb ramps. The plans include roadway rehabilitation, the design of ADA-compliant ramps at numerous intersections, road diet, Class II bike lanes, and traffic signing and striping.
- **Intersection Improvements.** Project manager for the median modifications and revised striping at the following intersections:
  - Los Coyotes Diagonal and Bellflower Boulevard
  - Willow Street and Bellflower Boulevard
  - Willow Street and Los Coyotes Diagonal



- **Studebaker-Loynes Complete Streets Corridor Project.** Provided project management services to support the Engineering Division of the Public Works Department including project management, coordination, and oversight to facilitate project delivery through the design phase.
- **Studebaker Road/SR-22 Westbound On/Off Ramp Project.** The project will realign the SR-22 westbound on/off ramps at the intersection of Studebaker Road and will provide an additional residential road to access adjacent neighborhood. The project includes new roadway alignments, landscaping, LIDs, right-of-way acquisition and stakeholder coordination. The project is being administered by the City of Long Beach with Caltrans oversight and is currently in environmental and PS&E phase. Responsible for managing the project in collaboration with City staff and design consultant.



- **Atlantic Avenue/Claiborne Drive Bulbout.** Ardurra provided design services for bulbouts at the southeast corner of Atlantic Avenue and Claiborne Drive. Drainage patterns at this corner were reviewed to determine if a parkway culvert was required. The project also included removal of the existing crosswalks across Atlantic Boulevard.
- **Seaside Way Storm Drain.** Ardurra prepared storm drain construction documents for a deficiency-correction project near the coastal portion of downtown Long Beach. The project was necessitated after severe flooding in 2017, including the flooding of several underground parking structures. In conjunction with this project, Ardurra was successful in obtaining FEMA emergency funding for the project. The project entailed the design of a 48-inch RCP to parallel the existing 57-inch storm drain. A significant amount of potholing was required to identify existing vertical and horizontal utility alignments.

City of Anaheim | On-Call Engineering and Design Services for Public Works Projects

Contact: Cesar Carrillo, Principal Civil Engineer; 714.765.5148; ccarrillo@anaheim.net
Role: Prime **Services:** Engineering Design, Staff Augmentation **Start:** 06/2014 **Complete:** Ongoing **Project Value:** $7 million
Team Members: Anissa Voyiatzes (Engineering and Municipal Services Group Leader); Jose Hernandez (Project Manager); Miguel Hurtado (Design Engineer); Bob Merrell (Drainage)

Ardurra has provided engineering design services for various street projects including:



- **Lincoln Avenue Improvements.** Provided engineering design services for this widening project, which will widen 3,000 feet of Lincoln Avenue from East Street to Evergreen Street. The project widens Lincoln Avenue from a 4- to 6-lane divided street within the project limits. The scope included the removal of existing improvements, clearing, and grubbing, excavation, placement of new AC pavement, construction of concrete curb and gutter, driveways, access ramps, sidewalks, bus pads, drainage system improvements, relocation of existing facilities, installation of a traffic signal at the intersection of Lincoln Avenue and La Plaza, traffic signal modifications, signing, striping, landscaping, and a WQMP. Landscaped medians along Lincoln Avenue and along the project roadways include drought-tolerant and low-maintenance plantings and trees.
- **Katella Avenue Widening.** Prepared PS&E design services to widen the south side of Katella Avenue next to the Anaheim Convention Center. This project included widening Katella; reconstructing a bus turnout; adding water quality structures; reconstructing offsite landscaping, irrigation, fixed bollards, retractable bollards, vehicular maintenance pathway, and decorative hardscape; and installation of two new electronic changeable message signs (VMS/CMS) systems in the median island. Significant coordination is involved with the various City departments as well as with the various utility companies and the Anaheim Convention Center staff. Provided construction support throughout the construction duration of the project.



- **La Palma Avenue and State College Boulevard Intersection.** Prepared PS&E for the widening of this key arterial intersection in Anaheim. The final Precise Alignment Plan resulted in significant right-of-way cost savings. The project included the design

of a raised, landscaped median, bike lanes, parkway landscaping, and redesign of private property improvements impacted by the roadway widening. Other elements of the project included the design of private sign relocations, water quality and utility improvements. Ardurra staff developed an alternate alignment that resulted in maximum use of existing excess right-of-way; minimal impacts to existing development; right-of-way cost savings greater than $500,000; and avoided acquisition from gas station.

- **Various Utility Design Projects.** Prepared water, sewer, and electrical plans for 2,000 linear feet (LF) of parallel sewer main in Harbor Boulevard; base mapping and utility design for several undergrounding districts; and 700 LF of parallel water main in Tustin Avenue.
- **Tustin Avenue/La Palma Avenue Intersection Improvements.** Prepared PS&E for the widening of this key arterial intersection. The $10-million project involved development of a Precise Alignment Plan, Landscape Concept Plan, and legal descriptions. The project included design of a raised, landscaped median, parkway landscaping in both the City area and a large slope in Caltrans right-of-way, and significant redesign of private property improvements impacted by the roadway widening. The approval process included obtaining an easement and encroachment permit from Caltrans. Other elements of the project included design of significant water, storm drain, and retaining wall improvements.

City of Torrance | Torrance Plaza Del Amo from Western Avenue to 223rd Street

Contacts: Jess Caballero, Associate Engineer; 310.618.6259; Jcaballero@torranceCA.gov
Role: Prime **Services:** Engineering Design **Start:** 09/2019 **Complete:** 2022 **Project Value:** $1.4 million
Team Members: Anissa Voyiatzes (Engineering Services Group Leader); Lisette Bice (Project Manager); Miguel Hurtado (Design Engineer)

Ardurra provided design services for improvements on Plaza Del Amo from Western Avenue to 223rd Street. The project improves mobility, capacity and circulation to and from Western Avenue. Plaza Del Amo, runs east to west and is bordered by the Torrance Little League Park, Del Amo Village Apartments and an automotive center.



Currently, the street is partially improved and prohibits through vehicular access due to fencing located perpendicular to the street and lacks sidewalk, curb and gutter and American Disabilities Act (ADA) compliant path of travel. The northern portion of the street presently serves as informal overflow street parking for the park and apartment building.



The City intends to improve the road to current City standards by adding pavement, 5-foot sidewalk, 5-foot parkway, curb and gutter, street lighting, ADA compliant curb ramps, new traffic signs, parking striping and utility relocation/ modifications. The improvements will address roadway conditions, traffic circulation, parking and pedestrian circulation. **Outstanding Small Engineering Project Award, Metropolitan Los Angeles Branch of the American Society of Civil Engineers**

City of Dana Point | Doheny Village Connectivity Improvements Project

Contacts: Matthew Sinacori, 949.248.3574, msinacori@danapoint.org and Werner Abrajano, 949.248.3577, wabrajano@danapoint.org
Role: Prime **Services:** Engineering Design **Start:** 01/2023 **Complete:** Ongoing **Project Value:** $5 million (construction cost)
Team Members: Anissa Voyiatzes (Project Manager); Jose Hernandez (QA/QC, Stormwater); Bradley Waldrop (Structural Design)

This project seeks to bridge the gap between the efforts to be completed by Caltrans and a need to provide improved pedestrian and bike connectivity through the Coast Highway Community (from Doheny Village to the beach) while beautifying the surrounding area and conforming to the OCTA Master Plan efforts of adding a new lane. Ardurra engaged Caltrans in close coordination so the two projects are seamlessly linked.



The goal of the project is to improve pedestrian and bicycle connectivity from Doheny Village to the surrounding beaches and the City of Dana Point in coordination with Caltrans, the local community, and other stakeholders.

The project limits include Coast Highway south from the Coast Highway Connector intersection to the Riviera Beach Resort.

The overall project includes adding bike lanes, beautification elements, street improvements including pedestrian pathway improvements, new and widened sidewalks, a new storm drain system, aesthetic barrier at the base of the bluff slope, curbs and gutters, resurfacing roadway pavement, signing and striping, pedestrian lighting, landscaping, removing/relocating obstructions and utilities, miscellaneous sustainable design features for improved mobility, safety, water quality, and extensive stakeholder coordination including Caltrans.

City of Laguna Beach | Various Infrastructure Projects, Capital Program Management

Contact: Mark Trestik, PE, City Engineer; 949.497.0300; mtrestik@lagunabeachcity.net
Role: Prime **Services:** Engineering Design **Start:** 2009 **Complete:** 09/2022 **Project Value:** $10 million
Team Members: Anissa Voyiatzes (Engineering Services Group Leader); Jose Hernandez (Project Manager); Andrea Mosqueda (Design Engineer); Miguel Hurtado (Design Engineer); Bob Merrell (Drainage, QA/QC)

Ardurra staff provided complete turnkey capital project delivery services for the City including overall CIP management of design and construction projects, federal funding application support, energy grants administration, construction inspection and construction administration for various infrastructure and building facilities improvements. Ardurra helped deliver a program over $10 million in capital projects in this four-year contract. Below are a few of the projects from this contract.



- **Jasmine Street Storm Drain.** Ardurra prepared PS&E for the conceptual and final design for these improvements. The recommended alignment allows for intercepting the upstream-most culvert that outlets onto private property; collects runoff on an interim basis from the adjacent drainage basin; and takes advantage of the existing downstream culverts that outlet directly to the beach. The project included H&H analysis of the Jasmine Drainage Basin as well as the adjacent easterly and westerly drainage basins. Pipe jacking was required across Coast Highway to minimize traffic disruptions, and an Encroachment Permit was required from Caltrans. This project involved MS4 Permit coordination. **2022 APWA BEST Award Winner**
- **Temple Hills Sidewalk.** This project consisted of extending the Temple Hills sidewalk, which currently terminates at Dunning Drive, to Palm Drive. The sidewalk extension resulted in a new 4-foot-wide sidewalk, curb and gutter, and hand railings on one side of the street. Design work included preparation of survey, right-of-way verification, community involvement, environmental documentation, and PS&E.
- **Milligan Drive Bridge Improvements, Emergency Bridge Inspection, and Repair Recommendations, Design/Assessment District.** Because of structural deficiency in this vehicle bridge over Laguna Canyon Channel, the City called upon Ardurra to design bridge and related improvements, which consisted of replacement of the bridge including a new driveway approach and curb and gutter at Laguna Canyon Road that met City, AASHTO, and Caltrans standards. The sidewalk and access to the community from within Caltrans right-of-way meets ADA criteria and new Caltrans guidelines that reduce allowable maximum grade to 7.5 percent.
- **Broadway Pedestrian/Safety Improvements.** This roadway project was designed within Caltrans right-of-way and consisted of roadway, streetscape, drainage, traffic, and grading improvements. This primary route between the city and SR-73 and I-405 carries substantial vehicular traffic, is adjacent to the Laguna Canyon Channel, and is home to many commercial, retail, restaurant, entertainment, and artisan businesses. Several utilities located within the parkways were impacted. In addition to a Caltrans Encroachment Permit and Fact Sheet, the project included significant pedestrian safety improvements; median island landscaping; Caltrans authorization forms; and signing, striping, traffic control, and traffic calming.



TERMINATED CONTRACTS

No agencies have terminated our contracts.



APPENDIX C

CERTIFICATION OF PROPOSAL TO THE CITY OF PLACENTIA

1. The undersigned hereby submits its proposal and, by doing so, agrees to furnish services to the City in accordance with the Request for Proposal (RFQ), dated October 2023, and to be bound by the terms and conditions of the RFQ.

2. This firm has carefully reviewed its proposal and understands and agrees that the City is not responsible for any errors or omissions on the part of the proposer and that the proposer is responsible for them.

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

4. The proposal includes all of the commentary, figures and data required by the Request for Proposal, dated October 2023.

5. This firm has carefully read and fully understands all of the items contained in Section 7, General Requirements. This firm agrees to all of the general requirements except for those disclosed by the firm in project proposal, listed on an attachment. (see "Exceptions" on page 53 of this SOQ)

6. The proposal shall be valid for 90 days from October 5, 2023.

Name of Firm: Ardurra Group, Inc.

By: _____
(Authorized Signature)

Type Name: Dino D'Emilia, PE, F. ASCE, QSD

Title: California Public Works Practice Director

Date: October 26, 2023

EXCEPTIONS

Ardurra has reviewed the City's Sample Agreement included as Appendix "A" of the On-Call Civil Engineering Services RFQ No. PW-23-03. If there is an opportunity to make some adjustments, we ask the City to consider the following modifications to items 5.1.(d), 5.2.(c), and 6.8 of the Agreement:

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance.

(d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars ($1,000,000.00), ~~combined single limits,~~ per ~~occurrence~~ **claim** and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

5.2. Endorsements.

(c) Other insurance: "The Consultant's insurance coverage **(except for workers compensation and professional liability)** shall be primary insurance as respects the City of Placentia, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Placentia shall be excess and not contributing with the insurance provided by this policy."

6.0. GENERAL PROVISIONS

6.8. Indemnification and Hold Harmless.

Consultant agrees to ~~defend,~~ indemnify, hold free and harmless the City, its elected and appointed officials, officers, ~~agents~~ and employees, at Consultant's sole expense, from and against ~~any and all claims, demands, actions, suits or other legal proceedings~~ **damages or losses** arising out of~~, pertaining to, or relating to the negligence,~~ recklessness, or willful misconduct of Consultant brought against the City, its elected and appointed officials, officers, ~~agents~~ and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. ~~The defense obligation provided for hereunder shall apply whenever any claim, action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents and employees based upon the negligence, recklessness, or willful misconduct of the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable.~~ Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

ADDENDUM NO. 1 ACKNOWLEDGMENT

The People are the City

Mayor
WARD L. SMITH

Mayor Pro Tem
JEREMY B. YAMAGUCHI

Councilmembers:
KEVIN KIRWIN
RHONDA SHADER
CHAD P. WANKE

City Clerk:
ROBERT S. MCKINNELL

City Treasurer
KEVIN A. LARSON

City Administrator
DAMIEN R. ARRULA

401 East Chapman Avenue – Placentia, California 92870

October 10, 2023

Subject: Addendum No. 1 for Request for Qualification for On-Call Civil Engineering Services

Dear Prospective Bidders:

This letter comprises Addendum No. 1 for the Request for Qualification for On-Call Civil Engineering Services issued by the City of Placentia on October 5, 2023. Please take note of the item listed below which will have to be used in the preparation of your bid for this project. The following clarifications/changes are hereby issued:

1. **Contract Amount:** The starting contract not-to-exceed amount for each consultant has been changed from $150,000 and now shall be $500,000 under this RFQ.

Portions of the bid specifications not specifically mentioned in this Addendum remain in force. Bidder must acknowledge receipt of this Addendum with proposal documents submitted at the due date and time specified above. Failure to do so may subject bidder to disqualification.

Sincerely,

Chris Tanio

END OF ADDENDUM NO. 1

This addendum must be acknowledged via Planet Bids and should be included with the bid response.

If you have additional questions regarding Addendum No. 1, please contact Chris Tanio, at (714) 993-8132.

ARDURRA-01 KGODWIN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/18/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ames & Gough 8300 Greensboro Drive Suite 980 McLean, VA 22102	CONTACT NAME: PHONE (A/C, No, Ext): (703) 827-2277 FAX (A/C, No): (703) 827-2279 E-MAIL ADDRESS: admin@amesgough.com
INSURED Ardurra Group, Inc. 4921 Memorial Highway Suite 300 Tampa, FL 33634	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Valley Forge Insurance Company A(XV) — 20508 INSURER B : National Fire Insurance Company of Hartford A(XV) — 20478 INSURER C : Continental Insurance Company A(XV) — 35289 INSURER D : National Fire & Marine Insurance Company — 20079 INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			6075640222	1/1/2023	1/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 1,000,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			6075640236	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			6075640270	1/1/2023	1/1/2024	EACH OCCURRENCE AGGREGATE 	$ 15,000,000 $ 15,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		6075640253	1/1/2023	1/1/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Professional Liab.			42-EPP-306878-05	1/1/2023	1/1/2024	Per Claim/Aggregate	2,000,000

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

RE: ALL PROJECTS/OPERATIONS IN THE STATE OF CALIFORNIA

The City of Placentia, CA and its elected and appointed boards, officers, officials, agents, employees, and volunteers are included as additional insured with respect to General Liability, Automobile Liability, and Umbrella Liability when required by written contract. General Liability includes Additional Insured coverage for Completed Operations as required by written contract. General Liability, Automobile Liability, and Umbrella Liability are primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and when required by written contract. General Liability, Automobile Liability, Workers Compensation, and Umbrella Liability policies include a waiver of subrogation in favor of the additional

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

City of Placentia, CA
401 E Chapman Avenue
Placentia, CA 92870

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: ARDURRA-01 KGODWIN

LOC #: 2

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Ames & Gough		Ardurra Group, Inc. 4921 Memorial Highway Suite 300 Tampa, FL 33634
POLICY NUMBER SEE PAGE 1		
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
insureds where permissible by state law and when required by written contract. Umbrella Liability coverage sits excess over General Liability, Automobile Liability and Employers' Liability coverage. 30-day Notice of Cancellation will be issued for the General Liability, Automobile Liability, Umbrella Liability, Workers Compensation and Professional Liability policies in accordance with policy terms and conditions.

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CNA

CNA PARAMOUNT

Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

A. in the performance of your ongoing operations subject to such **written contract**; or

B. in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:

1. the **written contract** requires you to provide the additional insured such coverage; and

2. this **coverage part** provides such coverage.

II. But if the **written contract** requires:

A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or

B. additional insured coverage with "arising out of" language; or

C. additional insured coverage to the greatest extent permissible by law;

then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

A. coverage broader than required by the **written contract**; or

B. a higher limit of insurance than required by the **written contract**.

IV. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury**, **property damage**, or **personal and advertising injury** arising out of:

A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:

1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

2. supervisory, inspection, architectural or engineering activities; or

B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.

V. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS,** the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

2002000226075640222362

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Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph **3.** does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

A. is currently in effect or becomes effective during the term of this policy; and

B. was executed prior to:

1. the **bodily injury** or **property damage**; or
2. the offense that caused the **personal and advertising injury**;

for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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CNA PARAMOUNT

Architects, Engineers and Surveyors General Liability Extension Endorsement

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

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Architects, Engineers and Surveyors General Liability Extension Endorsement

1. ADDITIONAL INSUREDS

a. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs **A.** through **I.** below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this **Coverage Part**; and

(2) was executed prior to:

(a) the **bodily injury** or **property damage**; or

(b) the offense that caused the **personal and advertising injury**,

for which such additional insured seeks coverage.

b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph **A.** through **I.** below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

A. Controlling Interest

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. such person or organization's financial control of a **Named Insured**; or

2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury**, **property damage** or **personal and advertising injury** as co-owner of such premises.

C. Engineers, Architects or Surveyors Engaged By You

An architect, engineer or surveyor engaged by the **Named Insured**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused in whole or in part by the **Named Insured's** acts or omissions, or the acts or omissions of those acting on the **Named Insured's** behalf:

a. in connection with the **Named Insured's** premises; or

b. in the performance of the **Named Insured's** ongoing operations.

But the coverage hereby granted to such additional insureds does not apply to **bodily injury**, **property damage** or **personal and advertising injury** arising out of the rendering of or failure to render any professional services by, on behalf of, or for the **Named Insured**, including but not limited to:

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1. the preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and spe ifications; or

2. supervisory, inspection, architectural or engineering activities.

D. Lessor of Equipment

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

E. Lessor of Land

Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

F. Lessor of Premises

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such part of the premises leased to the **Named Insured**, and provided that the **occurrence** giving rise to such **bodily injury** or **property damage**, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

G. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

H. State or Governmental Agency or Subdivision or Political Subdivisions – Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:

   a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or

   b. the construction, erection, or removal of elevators; or

   c. the ownership, maintenance or use of any elevators covered by this insurance; or

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2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

   The coverage granted by this paragraph does not apply to:

   a. **Bodily injury**, **property damage** or **personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or

   b. **Bodily injury** or **property damage** included within the **products-completed operations hazard**.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

I. Trade Show Event Lessor

1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** caused by:

   a. the **Named Insured's** acts or omissions; or

   b. the acts or omissions of those acting on the **Named Insured's** behalf,

   in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.

2. The coverage granted by this paragraph does not apply to **bodily injury** or **property damage** included within the **products-completed operations hazard**.

2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision **2.**, the additional insured's own insurance means insurance on which the additional insured is a named insured. Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. ADDITIONAL INSURED – EXTENDED COVERAGE

When an additional insured is added by this or any other endorsement attached to this **Coverage Part**, **WHO IS AN INSURED** is amended to make the following natural persons **Insureds**.

If the additional insured is:

a. An individual, then his or her **spouse** is an **Insured**;

b. A partnership or joint venture, then its partners, members and their **spouses** are **Insureds**;

c. A limited liability company, then its members and managers are **Insureds**; or

d. An organization other than a partnership, joint venture or limited liability company, then its executive officers, directors and shareholders are **Insureds**;

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but only with respect to locations and operations covered by the additional insured endorsement's provisions, and only with respect to their respective roles within their organizations.

Please see the **ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES** provision of this endorsement for additional coverage and restrictions applicable to **spouses** of natural person **Insureds**.

4. BOATS

Under **COVERAGES**, **Coverage A – Bodily Injury And Property Damage Liability**, the paragraph entitled **Exclusions** is amended to add the following additional exception to the exclusion entitled **Aircraft, Auto or Watercraft**:

This exclusion does not apply to:

Any watercraft owned by the **Named Insured** that is less than 30 feet long while being used in the course of the **Named Insured's** inspection or surveying work.

5. BODILY INJURY – EXPANDED DEFINITION

Under **DEFINITIONS**, the definition of **bodily injury** is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

6. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under **CONDITIONS**, the condition entitled **Duties in The Event of Occurrence, Offense, Claim or Suit** is amended to add the following provisions:

A. BROAD KNOWLEDGE OF OCCURRENCE

The **Named Insured** must give the Insurer or the Insurer's authorized representative notice of an **occurrence**, offense or **claim** only when the **occurrence**, offense or **claim** is known to a natural person **Named Insured**, to a partner, executive officer, manager or member of a **Named Insured**, or to an **employee** designated by any of the above to give such notice.

B. NOTICE OF OCCURRENCE

The **Named Insured's** rights under this **Coverage Part** will not be prejudiced if the **Named Insured** fails to give the Insurer notice of an **occurrence**, offense or **claim** and that failure is solely due to the **Named Insured's** reasonable belief that the **bodily injury** or **property damage** is not covered under this **Coverage Part**. However, the **Named Insured** shall give written notice of such **occurrence**, offense or **claim** to the Insurer as soon as the **Named Insured** is aware that this insurance may apply to such **occurrence**, offense or **claim.**

7. BROAD NAMED INSURED

WHO IS AN INSURED is amended to delete its Paragraph **3.** in its entirety and replace it with the following:

3. Pursuant to the limitations described in Paragraph **4.** below, any organization in which a **Named Insured** has management control:

a. on the effective date of this **Coverage Part**; or

b. by reason of a **Named Insured** creating or acquiring the organization during the **policy period**,

qualifies as a **Named Insured**, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have

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provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this **BROAD NAMED INSURED** provision does not apply to:

(a) any partnership, limited liability company or joint venture; or

(b) any organization for which coverage is excluded by another endorsement attached to this **Coverage Part.**

For the purpose of this provision, management control means:

A. owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation; or

B. having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.

4. With respect to organizations which qualify as **Named Insureds** by virtue of Paragraph **3.** above, this insurance does not apply to:

a. bodily injury or **property damage** that first occurred prior to the date of management control, or that first occurs after management control ceases; nor

b. personal or advertising injury caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.

5. The insurance provided by this **Coverage Part** applies to **Named Insureds** when trading under their own names or under such other trading names or doing-business-as names (dba) as any **Named Insured** should choose to employ.

8. CONTRACTUAL LIABILITY – RAILROADS

With respect to operations performed within 50 feet of railroad property, the definition of **insured contract** is replaced by the following:

Insured Contract means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** you with permission of the owner is not an **insured contract**;

b. A sidetrack agreement;

c. Any easement or license agreement;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to the **Named Insured's** business (including an indemnification of a municipality in connection with work performed for a municipality) under which the **Named Insured** assumes the tort liability of another party to pay for **bodily injury** or **property damage** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

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(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;

(2) Under which the **Insured**, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(1)** above and supervisory, inspection, architectural or engineering activities.

9. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

The estates, executors, heirs, legal representatives, administrators, trustees, beneficiaries and **spouses** of any natural person **Insured** or living trust shall also be insured under this policy; provided, however, coverage is afforded to such estates, executors, heirs, legal representatives, administrators, trustees, beneficiaries and **spouses** only for **claims** arising solely out of their capacity or status as such and, in the case of a **spouse**, where such **claim** seeks **damages** from marital community property, jointly held property or property transferred from such natural person **Insured** to such **spouse**. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or **spouse** outside the scope of such person's capacity or status as such, provided, however, that the **spouse** of a natural person **Named Insured**, and the **spouses** of members or partners of joint venture or partnership **Named Insureds** are **Insureds** with respect to such **spouses'** acts, errors or omissions in the conduct of the **Named Insured's** business.

10. EXPECTED OR INTENDED INJURY – EXCEPTION FOR REASONABLE FORCE

Under **COVERAGES**, **Coverage A – Bodily Injury And Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Expected or Intended Injury** and replace it with the following:

This insurance does not apply to:

Expected or Intended Injury

Bodily injury or **property damage** expected or intended from the standpoint of the **Insured**. This exclusion does not apply to **bodily injury** or **property damage** resulting from the use of reasonable force to protect persons or property.

11. GENERAL AGGREGATE LIMITS OF INSURANCE - PER LOCATION

A. A separate Location General Aggregate Limit, equal to the amount of the General Aggregate Limit, is the most the Insurer will pay for the sum of:

1. All **damages** under **Coverage A**, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and

2. All medical expenses under **Coverage C**,

that arise from **occurrences** or accidents which can be attributed solely to ongoing operations at that location. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, nor the Location General Aggregate Limit of any other location.

B. All:

1. **Damages** under **Coverage B**, regardless of the number of locations involved;

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2. **Damages** under **Coverage A**, caused by **occurrences** which cannot be attributed solely to ongoing operations at a single location, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and

3. Medical expenses under **Coverage C** caused by accidents which cannot be attributed solely to ongoing operations at a single location,

will reduce the General Aggregate Limit shown in the Declarations.

C. For the purpose of this **GENERAL AGGREGATE LIMITS OF INSURANCE - PER LOCATION** Provision, "location" means:

1. a premises the **Named Insured** owns or rents; or

2. a premises not owned or rented by any **Named Insured** at which the **Named Insured** is performing operations pursuant to a contract or written agreement. If operations at such a location have been discontinued and then restarted, or if the authorized parties deviate from plans, blueprints, designs, specifications or timetables, the location will still be deemed to be the same location.

For the purpose of determining the applicable aggregate limit of insurance, premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad shall be considered a single location.

D. The limits shown in the Declarations for Each Occurrence, for Damage To Premises Rented To You and for Medical Expense continue to apply, but will be subject to either the Location General Aggregate Limit or the General Aggregate Limit, depending on whether the **occurrence** can be attributed solely to ongoing operations at a particular location.

E. When coverage for liability arising out of the **products-completed operations hazard** is provided, any payments for **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**, regardless of the number of locations involved, will reduce the Products-Completed Operations Aggregate Limit shown in the Declarations.

F. The provisions of **LIMITS OF INSURANCE** not otherwise modified by this **GENERAL AGGREGATE LIMITS OF INSURANCE - PER LOCATION** Provision shall continue to apply as stipulated.

12. IN REM ACTIONS

A quasi in rem action against any vessel owned or operated by or for the **Named Insured**, or chartered by or for the **Named Insured**, will be treated in the same manner as though the action were in personam against the **Named Insured**.

13. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE

Solely with respect to **bodily injury** that arises out of a **health care incident**:

A. Under **COVERAGES**, **Coverage A – Bodily Injury And Property Damage Liability**, the **Insuring Agreement** is amended to replace Paragraphs **1.b.(1)** and **1.b.(2)** with the following:

b. This insurance applies to **bodily injury** provided that the professional health care services are incidental to the **Named Insured's** primary business purpose, and only if:

(1) such **bodily injury** is caused by an **occurrence** that takes place in the **coverage territory**.

(2) the **bodily injury** first occurs during the **policy period**. All **bodily injury** arising from an **occurrence** will be deemed to have occurred at the time of the first act, error, or omission that is part of the **occurrence**; and

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B. Under **COVERAGES**, **Coverage A – Bodily Injury And Property Damage Liability**, the paragraph entitled **Exclusions** is amended to:

i. add the following to the **Employers Liability** exclusion:

This exclusion applies only if the **bodily injury** arising from a **health care incident** is covered by other liability insurance available to the **Insured** (or which would have been available but for exhaustion of its limits).

ii. delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

Contractual Liability

the **Insured's** actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees.

iii. to add the following additional exclusions:

This insurance does not apply to:

Discrimination

any actual or alleged discrimination, humiliation or harassment, including but not be limited to **claims** based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual orientation.

Dishonesty or Crime

Any actual or alleged dishonest, criminal or malicious act, error or omission.

Medicare/Medicaid Fraud

any actual or alleged violation of law with respect to Medicare, Medicaid, Tricare or any similar federal, state or local governmental program.

Services Excluded by Endorsement

Any **health care incident** for which coverage is excluded by endorsement.

C. **DEFINITIONS** is amended to:

i. add the following definitions:

Health care incident means an act, error or omission by the **Named Insured's employees** or **volunteer workers** in the rendering of:

a. **professional health care services** on behalf of the **Named Insured** or

b. Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

Professional health care services means any health care services or the related furnishing of food, beverages, medical supplies or appliances by the following providers in their capacity as such but solely to the extent they are duly licensed as required:

a. Physician;

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b. Nurse;

c. Nurse practitioner;

d. Emergency medical technician;

e. Paramedic;

f. Dentist;

g. Physical therapist;

h. Psychologist;

i. Speech therapist;

j. Other allied health professional; or

Professional health care services does not include any services rendered in connection with human clinical trials or product testing.

ii. delete the definition of **occurrence** and replace it with the following:

Occurrence means a **health care incident.** All acts, errors or omissions that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single **occurrence**;

iii. amend the definition of **Insured** to:

a. add the following:

the **Named Insured's employees** are **Insureds** with respect to:

(1) bodily injury to a co-**employee** while in the course of the co-**employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business; and

(2) bodily injury to a **volunteer worker** while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident.**

the **Named Insured's volunteer workers** are **Insureds** with respect to:

(1) bodily injury to a co-**volunteer worker** while performing duties related to the conduct of the **Named Insured's** business; and

(2) bodily injury to an **employee** while in the course of the **employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident.**

b. delete Subparagraphs **(a), (b), (c) and (d)** of Paragraph **2.a.(1)** of **WHO IS AN INSURED.**

D. The **Other Insurance** condition is amended to delete Paragraph **b.(1)** in its entirety and replace it with the following:

Other Insurance

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b. Excess Insurance

(1) To the extent this insurance applies, it is excess over any other insurance, self insurance or risk transfer instrument, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by the **Named Insured** to be excess of this coverage.

14. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES

A. Past Joint Ventures, Partnerships, Limited Liability Companies

The following is added to **WHO IS AN INSURED:**

If the **Named Insured** was a joint venturer, partner, or member of a limited liability company and such joint venture, partnership or limited liability company terminated prior to or during the **policy period**, such **Named Insured** is an **Insured** with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

a. any offense giving rise to **personal and advertising injury** occurred prior to such termination date, and the **personal and advertising injury** arising out of such offense, first occurred after such termination date;

b. the **bodily injury** or **property damage** first occurred after such termination date; and

c. there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company.

If the joint venture, partnership or limited liability company is or was insured under a **consolidated (wrap-up) insurance program**, then such insurance will always be considered valid and collectible for the purpose of paragraph **c.** above. But this provision will not serve to exclude **bodily injury**, **property damage** or **personal and advertising injury** that would otherwise be covered under the **Architects, Engineers And Surveyors General Liability Extension Endorsement** provision entitled **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS**. Please see that provision for the definition of **consolidated (wrap-up) insurance program**.

B. Participation In Current Professional Joint Ventures

The following is added to **WHO IS AN INSURED**:

The **Named Insured** is also an **Insured** for participation in a current joint venture that is not named on the Declarations, but only if such joint venture meets all of the following criteria:

a. Each and every one of the **Named Insured's** co-venturers are architectural, engineering or surveying firms only; and

b. There is no other valid and collectible insurance purchased specifically to insure the joint venture.

However, the **Named Insured** is an **Insured** only for the conduct of such **Named Insured's** business within such a joint venture. The **Named Insured** is not insured for liability arising out of the acts or omissions of other co-venturers, nor of their partners, members or employees.

C. WHO IS AN INSURED is amended to delete its last paragraph and replace it with the following:

Except as provided under this **Architects, Engineers And Surveyors General Liability Extension Endorsement** or by the attachment of another endorsement (if any), no person or organization is an **Insured** with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a **Named Insured** in the Declarations.

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15. LEGAL LIABILITY – DAMAGE TO PREMISES / ALIENATED PREMISES / PROPERTY IN THE NAMED INSURED'S CARE, CUSTODY OR CONTROL

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion **j. Damage to Property** in its entirety and replace it with the following:

This insurance does not apply to:

j. Damage to Property

Property damage to:

(1) Property the **Named Insured** owns, rents, or occupies, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises the **Named Insured** sells, gives away or abandons, if the **property damage** arises out of any part of those premises;

(3) Property loaned to the **Named Insured**;

(4) Personal property in the care, custody or control of the **Insured**;

(5) That particular part of real property on which the **Named Insured** or any contractors or subcontractors working directly or indirectly on the **Named Insured's** behalf are performing operations, if the **property damage** arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because **your work** was incorrectly performed on it.

Paragraphs **(1), (3)** and **(4)** of this exclusion do not apply to **property damage** (other than damage by fire) to premises rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, nor to the contents of premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **LIMITS OF INSURANCE.**

Paragraph **(2)** of this exclusion does not apply if the premises are **your work.**

Paragraphs **(3), (4), (5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph **(6)** of this exclusion does not apply to **property damage** included in the **products-completed operations hazard.**

Paragraphs **(3)** and **(4)** of this exclusion do not apply to **property damage** to:

i. tools, or equipment the **Named Insured** borrows from others, nor

ii. other personal property of others in the **Named Insured's** care, custody or control while being used in the **Named Insured's** operations away from any **Named Insured's** premises.

However, the coverage granted by this exception to Paragraphs **(3)** and **(4)** does not apply to:

a. property at a job site awaiting or during such property's installation, fabrication, or erection;

b. property that is **mobile equipment** leased by an **Insured**;

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c. property that is an **auto**, aircraft or watercraft;

d. property in transit; or

e. any portion of **property damage** for which the **Insured** has available other valid and collectible insurance, or would have such insurance but for exhaustion of its limits, or but for application of one of its exclusions.

A separate limit of insurance and deductible apply to such property of others. See **LIMITS OF INSURANCE** as amended below.

B. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete its last paragraph and replace it with the following:

Exclusions **c.** through **n.** do not apply to damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner, nor to damage to the contents of premises rented to a **Named Insured** for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in **LIMITS OF INSURANCE.**

C. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to **5.** above, $25,000 is the most the Insurer will pay under **Coverage A** for **damages** arising out of any one **occurrence** because of the sum of all **property damage** to borrowed tools or equipment, and to other personal property of others in the **Named Insured's** care, custody or control, while being used in the **Named Insured's** operations away from any **Named Insured's** premises. The Insurer's obligation to pay such **property damage** does not apply until the amount of such **property damage** exceeds $1,000. The Insurer has the right but not the duty to pay any portion of this $1,000 in order to effect settlement. If the Insurer exercises that right, the **Named Insured** will promptly reimburse the Insurer for any such amount.

D. Paragraph **6.**, Damage To Premises Rented To You Limit, of **LIMITS OF INSURANCE** is deleted and replaced by the following:

6. Subject to Paragraph **5.** above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the most the Insurer will pay under **Coverage A** for **damages** because of **property damage** to any one premises while rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, including contents of such premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. The Damage To Premises Rented To You Limit is the greater of:

a. $500,000; or

b. The Damage To Premises Rented To You Limit shown in the Declarations.

E. Paragraph **4.b.(1)(a)(ii)** of the **Other Insurance** Condition is deleted and replaced by the following:

(ii) That is property insurance for premises rented to the **Named Insured**, for premises temporarily occupied by the **Named Insured** with the permission of the owner; or for personal property of others in the **Named Insured's** care, custody or control;

16. LIQUOR LIABILITY

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Liquor Liability.**

This **LIQUOR LIABILITY** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part.**

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17. MEDICAL PAYMENTS

A. LIMITS OF INSURANCE is amended to delete Paragraph **7.** (the Medical Expense Limit) and replace it with the following:

7. Subject to Paragraph **5.** above (the Each Occurrence Limit), the Medical Expense Limit is the most the Insurer will pay under **Coverage C** for all medical expenses because of **bodily injury** sustained by any one person. The Medical Expense Limit is the greater of:

(1) $15,000 unless a different amount is shown here: $N,NNN,NNN,NNN; or

(2) the amount shown in the Declarations for Medical Expense Limit.

B. Under **COVERAGES**, the **Insuring Agreement** of **Coverage C – Medical Payments** is amended to replace Paragraph **1.a.(3)(b)** with the following:

(b) The expenses are incurred and reported to the Insurer within three years of the date of the accident; and

18. NON-OWNED AIRCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended as follows:

The exclusion entitled **Aircraft, Auto or Watercraft** is amended to add the following:

This exclusion does not apply to an aircraft not owned by any **Named Insured**, provided that:

1. the pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;

2. the aircraft is rented with a trained, paid crew to the **Named Insured**; and

3. the aircraft is not being used to carry persons or property for a charge.

19. NON-OWNED WATERCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete subparagraph **(2)** of the exclusion entitled **Aircraft, Auto or Watercraft**, and replace it with the following.

This exclusion does not apply to:

(2) a watercraft that is not owned by any **Named Insured**, provided the watercraft is:

(a) less than 75 feet long; and

(b) not being used to carry persons or property for a charge.

20. PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION

A. Under **DEFINITIONS**, the definition of **personal and advertising injury** is amended to add the following tort:

Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

B. Under **COVERAGES**, **Coverage B – Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to:

1. delete the Exclusion entitled **Knowing Violation Of Rights Of Another** and replace it with the following:

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This insurance does not apply to:

Knowing Violation of Rights of Another

Personal and advertising injury caused by or at the direction of the **Insured** with the knowledge that the act would violate the rights of another and would inflict **personal and advertising injury**. This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is not done intentionally by or at the direction of:

(a) the **Named Insured**; or

(b) any **executive officer**, director, stockholder, partner, member or manager (if the **Named Insured** is a limited liability company) of the **Named Insured**.

2. add the following exclusions:

This insurance does not apply to:

Employment Related Discrimination

discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any **Insured**.

Premises Related Discrimination

discrimination or humiliation arising out of the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any **Insured**.

Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization whose status as an **Insured** derives solely from

Provision **1. ADDITIONAL INSURED** of this endorsement; or

attachment of an additional insured endorsement to this **Coverage Part**.

21. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY

A. Under **COVERAGES**, **Coverage B –Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Contractual Liability**.

B. Solely for the purpose of the coverage provided by this **PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY** provision, the following changes are made to the section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B:**

1. Paragraph **2.d.** is replaced by the following:

d. The allegations in the **suit** and the information the Insurer knows about the offense alleged in such **suit** are such that no conflict appears to exist between the interests of the **Insured** and the interests of the indemnitee;

2. The first unnumbered paragraph beneath Paragraph **2.f.(2)(b)** is deleted and replaced by the following:

So long as the above conditions are met, attorney's fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred

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by the indemnitee at the Insurer's request will be paid as **defense costs**. Such payments will not be deemed to be **damages** for **personal and advertising injury** and will not reduce the limits of insurance.

C. This **PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY** Provision does not apply if **Coverage B –Personal and Advertising Injury Liability** is excluded by another endorsement attached to this **Coverage Part.**

This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part.**

22. PROPERTY DAMAGE – ELEVATORS

A. Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended such that the **Damage to Your Product** Exclusion and subparagraphs **(3)**, **(4)** and **(6)** of the **Damage to Property** Exclusion do not apply to **property damage** that results from the use of elevators.

B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

23. RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

WHO IS INSURED is amended to include as **Insureds** natural persons who are retired partners, members, directors or employees, but only for **bodily injury**, **property damage** or **personal and advertising injury** that results from services performed for the **Named Insured** under the **Named Insured's** direct supervision. All limitations that apply to **employees** and **volunteer workers** also apply to anyone qualifying as an **Insured** under this Provision.

24. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

A. Paragraph **1.b.** is amended to delete the $250 limit shown for the cost of bail bonds and replace it with a $5,000. limit; and

B. Paragraph **1.d.** is amended to delete the limit of $250 shown for daily loss of earnings and replace it with a $1,000. limit.

25. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

26. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or

2. **your work** included in the **products-completed operations hazard.**

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

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1. is in effect or becomes effective during the term of this **Coverage Part**; and

2. was executed prior to the **bodily injury**, **property damage** or **personal and advertising injury** giving rise to the **claim**.

27. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

Note: The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a **consolidated (wrap-up) insurance program** by applicable state statute or regulation.

If the endorsement **EXCLUSION – CONSTRUCTION WRAP-UP** is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

A. The following wording is added to the above-referenced endorsement:

With respect to a **consolidated (wrap-up) insurance program** project in which the **Named Insured** is or was involved, this exclusion does not apply to those sums the **Named Insured** become legally obligated to pay as **damages** because of:

1. **Bodily injury**, **property damage**, or **personal or advertising injury** that occurs during the **Named Insured's** ongoing operations at the project, or during such operations of anyone acting on the **Named Insured's** behalf; nor

2. **Bodily injury** or **property damage** included within the **products-completed operations hazard** that arises out of those portions of the project that are not **residential structures**.

B. Condition **4. Other Insurance** is amended to add the following subparagraph **4.b.(1)(c)**:

This insurance is excess over:

(c) Any of the other insurance whether primary, excess, contingent or any other basis that is insurance available to the **Named Insured** as a result of the **Named Insured** being a participant in a **consolidated (wrap-up) insurance program**, but only as respects the **Named Insured's** involvement in that **consolidated (wrap-up) insurance program**.

C. DEFINITIONS is amended to add the following definitions:

Consolidated (wrap-up) insurance program means a construction, erection or demolition project for which the prime contractor/project manager or owner of the construction project has secured general liability insurance covering some or all of the contractors or subcontractors involved in the project, such as an Owner Controlled Insurance Program (O.C.I.P.) or Contractor Controlled Insurance Program (C.C.I.P.).

Residential structure means any structure where 30% or more of the square foot area is used or is intended to be used for human residency, including but not limited to:

1. single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments; and

2. the common areas and structures appurtenant to the structures in paragraph **1.** (including pools, hot tubs, detached garages, guest houses or any similar structures).

However, when there is no individual ownership of units, **residential structure** does not include military housing, college/university housing or dormitories, long term care facilities, hotels or motels. **Residential structure** also does not include hospitals or prisons.

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CNA	CNA PARAMOUNT Architects, Engineers and Surveyors General Liability Extension Endorsement

This **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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CNA	CNA PARAMOUNT Changes - Notice of Cancellation or Material Restriction Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
EMPLOYEE BENEFITS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
STOP GAP LIABILITY COVERAGE PART
TECHNOLOGY ERRORS AND OMISSIONS LIABILITY COVERAGE PART
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY – NEW YORK DEPARTMENT OF TRANSPORTATION

SCHEDULE	
Number of days notice (other than for nonpayment of premium):	030
Number of days notice for nonpayment of premium:	10
Name of person or organization to whom notice will be sent:	PER SCHEDULE ON FILE
Address:	PER SCHEDULE ON FILE PER SCHEDULE ON FILE XX 00000

If no entry appears above, the number of days notice for nonpayment of premium will be 10 days.

It is understood and agreed that in the event of cancellation or any material restrictions in coverage during the **policy period**, the Insurer also agrees to mail prior written notice of cancellation or material restriction to the person or organization listed in the above Schedule. Such notice will be sent prior to such cancellation in the manner prescribed in the above Schedule.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXTENDED COVERAGE ENDORSEMENT – BA PLUS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. LIABILITY COVERAGE

A. Who Is An Insured

The following is added to **Section II, Paragraph A.1., Who Is An Insured:**

1. **a.** Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; **provided that**,

   b. The insurance afforded by this provision **A.1.** does not apply to any such entity that is an "insured" under any other liability "policy" providing "auto" coverage.

2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

   The insurance afforded by this provision **A.2.:**

   a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.

   b. Does not apply to:

   (1) "Bodily injury" or "property damage" caused by an "accident" that occurred before you acquired or formed the organization; or

   (2) Any such organization that is an "insured" under any other liability "policy" providing "auto" coverage.

3. Any person or organization that you are obligated to provide Insurance where required by a written contract or agreement is an insured, but only with respect to legal responsibility for acts or omissions of a person for whom Liability Coverage is afforded under this policy.

4. An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

"Policy," as used in this provision **A. Who Is An Insured**, includes those policies that were in force on the inception date of this Coverage Form but:

1. Which are no longer in force; or
2. Whose limits have been exhausted.

B. Bail Bonds and Loss of Earnings

Section II, Paragraphs A.2.a.(2) and A.2.a.(4) are revised as follows:

1. In **a.(2)**, the limit for the cost of bail bonds is increased from $2,000 to $5,000, and
2. In **a.(4)**, the limit for the loss of earnings is increased from $250 to $500 a day.

C. Fellow Employee

Section II, Paragraph B.5 does not apply.

Such coverage as is afforded by this provision C. is excess over any other collectible insurance.

II. PHYSICAL DAMAGE COVERAGE

A. Towing

Section III. Paragraph A.2., is revised to include Light Trucks up to 10,000 pounds G.V.W.

B. Transportation Expenses

Section III, Paragraph A.4.a. is revised, with respect to transportation expense incurred by you, to provide:

a. $60 per day, in lieu of $20; subject to

b. $1,800 maximum, in lieu of $600.

C. Loss of Use Expenses

Section III, Paragraph A.4.b. is revised, with respect to loss of use expenses incurred by you, to provide:

a. $1,000 maximum, in lieu of $600.

D. Personal Property

The following is added to **Section III, Paragraph A.4.**

c. We will pay up to $500 for loss to **Personal Property** which is:

(1) Owned by an "insured"; and

(2) In or on the covered "auto."

This coverage applies only in the event of a total theft of your covered "auto."

This insurance is excess over any other collectible insurance and no deductible applies.

E. Rental Reimbursement

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The following is added to **Section III, Paragraph A.4.**:

d. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto." Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto." No deductibles apply to this coverage.

1. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:

(a) The number of days reasonably required to repair or replace the covered "auto"; or,

(b) 15 days.

2. Our payment is limited to the lesser of the following amounts:

(a) Necessary and actual expenses incurred; or,

(b) $25 per day subject to a maximum of $375.

3. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

4. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage Coverage Extension.

F. Hired "Autos"

The following is added to Section **III. Paragraph A.**:

5. Hired "Autos"

If Physical Damage coverage is provided under this policy, and such coverage does not extend to Hired Autos, then Physical Damage coverage is extended to:

a. Any covered "auto" you lease, hire, rent or borrow without a driver; and

b. Any covered "auto" hired or rented by your "employee" without a driver, under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

c. The most we will pay for any one "accident" or "loss" is the actual cash value, cost of repair, cost of replacement or $75,000 whichever is less minus a $500 deductible for each covered auto. No deductible applies to "loss" caused by fire or lightning.

d. The physical damage coverage as is provided by this provision will be limited to the types of physical damage coverage(s) provided on your owned "autos."

e. Such physical damage coverage for hired "autos" will:

(1) Include loss of use, provided it is the consequence of an "accident" for which the Named Insured is legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.

(2) Such coverage as is provided by this provision G.e.(1) will be subject to a limit of $750 per "accident."

G. Airbag Coverage

The following is added to **Section III, Paragraph B.3.**

The accidental discharge of an airbag shall not be considered mechanical breakdown.

H. Electronic Equipment

Section III, Paragraphs B.4.c and B.4.d. are deleted and replaced by the following:

c. Physical Damage Coverage on a covered "auto" also applies to "loss" to any permanently installed electronic equipment including its antennas and other accessories

d. A $100 per occurrence deductible applies to the coverage provided by this provision.

I. Diminution In Value

The following is added to **Section III, Paragraph B.6.**

Subject to the following, the "diminution in value" exclusion does not apply to:

a. Any covered "auto" of the private passenger type you lease, hire, rent or borrow, without a driver for a period of 30 days or less, while performing duties related to the conduct of your business; and

b. Any covered "auto" of the private passenger type hired or rented by your "employee" without a driver for a period of 30 days or less, under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

c. Such coverage as is provided by this provision is limited to a "diminution in value" loss arising directly out of accidental damage and not as a result of the failure to make repairs; faulty or incomplete maintenance or repairs; or the installation of substandard parts.

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d. The most we will pay for "loss" to a covered "auto" in any one accident is the lesser of:

(1) $5,000; or

(2) 20% of the "auto's" actual cash value (ACV)

III. Drive Other Car Coverage – Executive Officers

The following is added to **Sections II and III**:

1. Any "auto" you don't own, hire or borrow is a covered "auto" for Liability Coverage while being used by, and for Physical Damage Coverage while in the care, custody or control of, any of your "executive officers," except:

a. An "auto" owned by that "executive officer" or a member of that person's household; or

b. An "auto" used by that "executive officer" while working in a business of selling, servicing, repairing or parking "autos."

Such Liability and/or Physical Damage Coverage as is afforded by this provision will be:

(1) Equal to the greatest of those coverages afforded any covered "auto"; and

(2) Excess over any other collectible insurance.

2. For purposes of this provision, "executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document, and, while a resident of the same household, includes that person's spouse.

Such "executive officers" are "insureds" while using a covered "auto" described in this provision.

IV. BUSINESS AUTO CONDITIONS

A. Duties In The Event Of Accident, Claim, Suit Or Loss

The following is added to **Section IV, Paragraph A.2.a.**

(4) Your "employees" may know of an "accident" or "loss." This will not mean that you have such knowledge, unless such "accident" or "loss" is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

The following is added to **Section IV, Paragraph A.2.b.**

(6) Your "employees" may know of documents received concerning a claim or "suit." This will not mean that you have such knowledge, unless receipt of such documents is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

B. Concealment, Misrepresentation or Fraud

The following is added to **Section IV, Paragraph B.2.**

Your failure to disclose all hazards existing on the date of inception of this Coverage Form shall not prejudice you with respect to the coverage afforded provided such failure or omission is not intentional.

C. Policy Period, Coverage Territory

Section IV, Paragraphs 7.(5).(a). is revised to provide:

a. 45 days of coverage in lieu of 30 days

IV. DEFINITIONS

Section V. Paragraph C. is deleted and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these

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ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

SCHEDULE

Name of Additional Insured Persons Or Organizations
Any person or organization with whom you are required to add as and additional insured or primary and non-contributory on this policy under a written contract or agreement. You must agree to these contracts prior to the date of loss.

1. In conformance with paragraph **A.1.c.** of **Who Is An Insured** of Section **II** – LIABILITY COVERAGE, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "accident" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the Policy remain unchanged.

Policy No: 6075640236
Endorsement No:
Effective Date: 01-01-2023

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WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

BUSINESS AUTO COVERAGE FORM

MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: ARDURRA GROUP, INC.

Endorsement Effective Date: 01/01/2023

SCHEDULE
Name(s) Of Person(s) Or Organization(s):
ANY PERSON OR ORGANIZATION FOR WHOM OR WHICH YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER FROM US. YOU MUST AGREE TO THAT REQUIREMENT PRIOR TO LOSS.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "**accident**" or the "**loss**" under a contract with that person or organization.

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CNA	CNA PARAMOUNT Policy Holder Notice - Countrywide

It is understood and agreed that:

If the **Named Insured** has agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if the Insurer cancels a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificate holders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificate holder on file with the Agent of Record will be sufficient to prove notice.

Any failure by the Insurer to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon the Insurer or the Agent of Record.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

0002000512095995050514755

Policy No: 6075640236
Endorsement No: 05
Effective Date: 01/01/2023

Insured Name:

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BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS

This endorsement changes the policy to which it is attached.

It is agreed that **Part One - Workers' Compensation Insurance G. Recovery From Others** and **Part Two - Employers' Liability Insurance H. Recovery From Others** are amended by adding the following:

We will not enforce our right to recover against persons or organizations. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

PREMIUM CHARGE - Refer to the Schedule of Operations

The charge will be an amount to which you and we agree that is a percentage of the total standard premium for California exposure. The amount is 3%.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

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CNA

CNA PARAMOUNT

Policy Holder Notice - Countrywide

It is understood and agreed that:

If the **Named Insured** has agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if the Insurer cancels a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificate holders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificate holder on file with the Agent of Record will be sufficient to prove notice.

Any failure by the Insurer to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon the Insurer or the Agent of Record.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

00020005120959950514755

Policy No: 6075640253
Endorsement No: 05
Effective Date: 01/01/2023

Insured Name:

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CNA	CNA PARAMOUNT Policy Holder Notice - Countrywide

It is understood and agreed that:

If the **Named Insured** has agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if the Insurer cancels a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificate holders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificate holder on file with the Agent of Record will be sufficient to prove notice.

Any failure by the Insurer to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon the Insurer or the Agent of Record.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

00020005120959950514755

Policy No: 6075640270
Endorsement No: 05
Effective Date: 01/01/2023

Insured Name:

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Berkshire Hathaway
Specialty Insurance

ENDORSEMENT 13

This endorsement, effective 12:01AM: **January 1, 2023**
Forms a part of Policy No.: **42-EPP-306878-05**
Issued to: **Ardurra Group, Inc.**
By: **National Fire & Marine Insurance Company**

NOTICE OF CANCELLATION LIMITED TO EMAIL NOTIFICATION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

PROFESSIONAL FIRST - ARCHITECTS, ENGINEERS & CONSULTANTS PROFESSIONAL LIABILITY POLICY

In consideration of the premium for this Policy, it is hereby understood and agreed that:

1. In the event this policy is cancelled by the **Insurer** or by the **Named Insured** prior to the expiration date as shown on the Declarations, a thirty (30) day notice of such cancellation will be provided if the **Named Insured** is under an existing contractual obligation to notify a certificate holder when this Policy is cancelled and has provided the following either directly or indirectly through its broker of record:

   a. The name of the entity shown on the certificate; and
   b. A contact at such entity and the email address of such entity where notification may be sent.

   This provision does not apply if the cancellation is due to nonpayment of premium to the **Insurer** or to a finance company authorized to cancel the Policy.

2. It is understood and agreed that in the event this policy is cancelled by the **Insurer** for nonpayment of premium, a ten (10) day notice of such cancellation will be provided if the **Named Insured** is under an existing contractual obligation to notify a certificate holder when this policy is cancelled for nonpayment of premium and has provided the following either directly or indirectly through its broker of record:

   a. The name of the entity shown on the certificate; and
   b. A contact at such entity and the email address of such entity where notification may be sent.

3. Such notices of cancellation will be provided via e-mail to the certificate holders. Proof of the

Insurer emailing the notices of cancellation, using the information provided by the **Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

Such notices of cancellation are provided on an informational basis and solely to assist the **Named Insured** in meeting their contractual notice requirements to such parties. The **Insurer's** failure to provide such advance notice to the certificate of insurance holder(s) will not extend any policy cancellation date, negate any cancellation of the policy, or grant, alter, or extend any rights or obligations under this Policy and the **Insurer** shall have no liability for failure to provide the notices herein.

All other terms and conditions of this Policy remain unchanged.

CITY OF PLACENTIA
PROFESSIONAL SERVICES AGREEMENT
WITH
TAIT & ASSOCIATES, INC.

THIS AGREEMENT is made and entered into this 21ST day of November, 2023 ("Effective Date"), by and between the CITY OF PLACENTIA, a municipal corporation ("City"), and Tait & Associates, Inc., a California corporation ("Consultant").

W I T N E S S E T H:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide on-call civil engineering services as more fully described herein; and

B. WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. WHEREAS, City and Consultant desire to contract for the specific services described in Exhibit "A" (the "Project") and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in Consultant's Proposal ("Proposal"), attached hereto as Exhibit "A" and incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement. Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. Officers and employees shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City and within the hereinafter specified. Evaluations of the work will be done by the City Administrator or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

(a) Meet with Consultant to review the quality of the work and resolve the

matters of concern;

(b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or

(c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.5. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. 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. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, a notice setting forth provisions of this non-discrimination clause.

Consultant shall, in all solicitations and advertisements for employees placed by, or on behalf of Consultant shall state that all qualified applicants will receive consideration for employment without regard to age, race, color, religion, sex, marital status, national origin, or mental or physical disability. Consultant shall cause the paragraphs contained in this Section to be inserted in all subcontracts for any work covered by the Agreement, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense. All insurance requirements contained in this Agreement are independently applicable to any and all subcontractors that Consultant may engage during the term of this Agreement.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and

employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "A." Consultant's total compensation shall not exceed Five Hundred Thousand Dollars ($ 500,000.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal or which is inconsistent with or in violation of the provisions of this Agreement unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable. Should the City request in writing additional services that increase the hereinabove described "SCOPE OF SERVICES", an additional fee based upon the Consultant's standard hourly rates shall be paid to the Consultant for such additional services.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the Effective Date.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit "A." The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party. If a delay beyond the control of the Consultant is encountered, a time extension may be mutually agreed upon in writing by the City and the Consultant. The

Consultant shall present documentation satisfactory to the City to substantiate any request for a time extension.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of three years, ending on November 21, 2026, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. One (1) two-year extension is available on Consultant performance and at the discretion of the City. Approval of the term extension is contingent upon City Council review and approval at the conclusion of the initial three-year term.s

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing at least fifteen (15) days prior written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City. If the City suspends, terminates or abandons a portion of this Agreement such suspension, termination or abandonment shall not make void or invalidate the remainder of this Agreement.

If the Consultant defaults in the performance of any of the terms or conditions of this Agreement, it shall have ten (10) days after service upon it of written notice of such default in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

The City shall have the right, notwithstanding any other provisions of this Agreement, to terminate this Agreement, at its option and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement, immediately upon service of written notice of termination on the Consultant, if the latter should:

a. Be adjudged a bankrupt;

b. Become insolvent or have a receiver of its assets or property appointed because of insolvency;

c. Make a general assignment for the benefit of creditors;

d. Default in the performance of any obligation or payment of any indebtedness under this Agreement;

e. Suffer any judgment against it to remain unsatisfied or unbonded of record for thirty (30) days or longer; or

f. Institute or suffer to be instituted any procedures for reorganization or rearrangement of its affairs.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination within thirty-five (35) days after service of the

notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant. City shall not be liable for any claim of lost profits.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

(a) Broad-form commercial general liability, in a form at least as broad as ISO from #CG 00 01 04 13, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars ($1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit. If Consultant maintains higher limits that the specified minimum limits, City requires and shall be entitled to coverage for the high limits maintained by the Consultant.

(b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars ($1,000,000.00), combined single limits, each incident for bodily injury and property damage.

(c) Workers' compensation insurance as required by the State of California and Employers Liability Insurance with a minimum limit of $1,000,000 per accident for any employee or employees of Consultant. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers for losses arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

Before execution of this Agreement by the City, the Consultant shall file with the Public Works Director/City Engineer the following signed certification:

> I am aware of, and will comply with, Section 3700 of the Labor Code, requiring every employer to be insured against liability of Workers' Compensation or to undertake self-insurance before commencing any of the work.

The Consultant shall also comply with Section 3800 of the Labor Code by securing, paying for and maintaining in full force and effect for the duration of this Agreement, complete Workers' Compensation Insurance, and shall furnish a Certificate of Insurance to the Public Works Director/City Engineer before execution of this Agreement by the City. The City, its officers and employees shall not be responsible for any claims in law or equity occasioned by failure of the consultant to comply with this section.

Neither the CITY nor any of its elected or appointed officials, officers, agents, employees, or volunteers makes any representation that the types of insurance and the limits specified to be carried by Consultant under this Agreement are adequate to protect Consultant. If Consultant believes that any such insurance coverage is insufficient, Consultant shall provide, at its own expense, such additional insurance as Consultant deems adequate.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions as worded below:

(a) Additional insureds: "The City of Placentia and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."

(b) Notice: "Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required polices are reduced; (3) or the deductible or self-insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, Consultant shall forthwith obtain and submit proof of substitute insurance. Should Consultant fail to immediately procure other insurance, as specified, to substitute for any canceled policy, the City may procure such insurance at Consultant's sole cost and expense."

(c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Placentia, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Placentia shall be excess and not contributing with the insurance provided by this policy."

(d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Placentia, its officers, officials, agents, employees, and volunteers.

(e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self-Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance and endorsements shall be attached hereto as Exhibit "B" and incorporated herein by this reference.

5.5. Non-limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Administrator or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement. It shall be the Consultant's responsibility to assure that the Project Manager is kept informed of the progress of the performance of the services and the Consultant shall refer any decision, which must be made by City, to the Project Manager. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Project Manager.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement and who shall not be

changed by Consultant without the express written approval by the City. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement, or the work hereunder may be provided by personal delivery, facsimile or if mailed, shall be addressed as set forth below and placed in a sealed envelope, postage prepaid, and deposited in the United States Postal Service. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 72 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:	IF TO CITY:
Tait & Associates 701 N. Parkcenter Drive, Santa Ana, CA 92705 Tel: 714-560-8200	City of Placentia 401 E. Chapman Placentia, CA 92870 Tel: 714-993-8132
Attn: Jacob Vandervis, P.E.	Attn: Chris Tanio

6.5. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.6. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California. Consultant agrees to submit to the personal jurisdiction of such court in the event of such action.

6.7. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.8. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings brought against the City, its elected and appointed officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence, recklessness, or willful misconduct by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint,

or suit asserts as its basis the negligence, recklessness, or willful misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.9. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

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

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

6.11. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.12. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, preliminary notes, working documents, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City but shall be made available to the City within ten (10) days of request or within ten (10) days of termination. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, preliminary notes and working documents, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City. Consultant or Consultant's agents shall execute such documents as may be necessary from time to time to confirm City's ownership of the copyright in such documents.

6.13. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.14. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.15. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.16. Prohibited Employment. Consultant will not employ any regular employee of City

while this Agreement is in effect.

6.17. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, the conflict shall be resolved by giving precedence in the following order, if applicable: This Agreement, the City's Request for Proposals, the Consultant's Proposal.

6.18. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.19. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.20. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.21. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.22. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.23. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. 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. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.24. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.25. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF PLACENTIA,
A municipal corporation

_____ Date: _____
Damien R. Arrula, City Administrator

ATTEST:

_____
Robert S. McKinnell, City Clerk

CONSULTANT – Tait & Associates

Jacob Vandervis _____ Date: 11/7/2023
Signature

Jacob Vandervis
Jacob Vandervis, P.E.

95-2395818
Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

_____ Date: _____
Christian L. Bettenhausen, City Attorney

APPROVED AS TO INSURANCE:

_____ Date: _____

Krystle Murillo, Risk Manager

APPROVED AS TO CONTENT:

Chris Tanio _____ Date: 11/7/2023

Chris Tanio, Deputy Director/City Engineer

DEPARTMENTAL APPROVAL:

Luis Estevez _____ Date: 11/7/2023

Luis Estevez, Deputy City Administrator

EXHIBIT A

CONSULTANT'S PROPOSAL AND SCOPE OF WORK

EXHIBIT B

CERTIFICATES OF INSURANCE AND ENDORSEMENTS

TAIT & ASSOCIATES

Since 1964

701 N. Parkcenter Drive, Santa Ana, CA

714.560.8200 TAIT.COM

A. LETTER OF TRANSMITTAL

October 26, 2023
City of Placentia
Attn: Chris Tanio, PE,
Deputy Director/City Engineer
401 E. Chapman Avenue
Placentia, CA 92870

RE: REQUEST FOR QUALIFICATIONS (RFQ) NO. PW-23-03 FOR ON-CALL CIVIL ENGINEERING SERVICES

TAIT & Associates, Inc. (TAIT) is pleased to provide the City of Placentia (City) with this Proposal/Statement of Qualifications (SOQ) for On-Call Civil Engineering Services. **TAIT was selected as one of the top ranking firms for Placentia's FY 2020-21 Pavement Rehabilitation & Maintenance Program, and we are looking forward to the opportunity to provide on-call services for this contract as well.**

TAIT at a Glance. At TAIT, we have provided innovative engineering solutions to our clients for more than 59 years. We understand that public projects have their own specific issues, and with 200 associates, we have the right blend of professional engineers, architects, surveyors, environmental assessors, and construction personnel with the experience necessary to address critical and big picture concerns. Since TAIT was founded in 1964 in Orange County, we have built mature relationships with state and local agencies throughout Southern California, and consistently create successful partnerships with the agencies for which we work.

Expertise and Experience. TAIT's experienced personnel have expertise in the many facets of civil engineering, planning, and design services including: **roadways, utilities, drainage, surveying, mapping, water quality, water, and waste water, site development, site remediation, and fueling systems.** We have extensive relevant design experience, including recent projects such as City of Chino's Alley/Sanitation Rehabilitation Projects; SN-161 & SN-191, City of Diamond Bar's Citywide Drainage Analysis and Reagan & Peterson Parking Lot Rehabilitation, City of Newport Beach's Bonita Canyon and Ford Road Rehabilitation Project, and City of Irvine's Campus Drive Pavement Rehabilitation Project. *We have been selected as an on-call engineering consultant for many public works agencies, including the Cities of Diamond Bar, Newport Beach, Lake Forest, Irvine, Norco, Port of Long Beach, and the County of Orange, to name a few within the past ten years.*

Project Team. TAIT has a proven team of trusted sub-consultants for instances that the City prefers we sub-contract the work rather than rely on the City's on-call consultants to do separate contract work. Our tried and true team of sub-consultants consists of **TJW Traffic Engineering, SoCalGeo Geotechnical Engineering, A&F Electrical Engineering, and CDPC Landscape Architecture** to support TAIT's in-house civil engineering and surveying services.

Commitment to Service. We aim to act as an extension of the City's staff and will place an emphasis on Customer Service which has been and will remain one of TAIT's Corporate Goals **"To Completely Satisfy our Customers"**. **David Sloan, P.E.**, will be the **Project/Contract Manager** and main point of contact for TAIT's services and can be reached at our Santa Ana office at 701 Parkcenter Drive, phone number 714-560-8200 ext. 643, and email dsloan@tait.com. **Jacob Vandervis, P.E.** is the **Management Contact** representative authorized to sign an agreement for our firm, and can also be reached at our Santa Ana office, phone number 714-560-8200 ext. 677, and email jacobv@tait.com.

The TAIT team appreciates this opportunity to submit our qualifications and look forward to further discussing with you our capabilities and commitment to working with the City of Placentia. We thank you for your consideration and are confident our services will be provided to the City in a time-efficient and cost-effective manner.

Very truly yours,
TAIT & Associates, Inc.

Jacob Vandervis, P.E.
Chief Operation Officer

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C. SUMMARY SHEET

RFQ No. PW-23-03: ON-CALL CIVIL ENGINEERING SERVICES

APPENDIX B

SUMMARY SHEET

Firm Name: TAIT & Associates, Inc.

Firm Parent or Ownership: N/A

Firm Address: 701 Parkcenter Drive, Santa Ana, CA 92705

Firm Telephone Number: 714-560-8200

Firm Fax Number: 714-560-8233

Number of years in existence: 59

Management Contact (person responsible for direct contact with the City of Placentia and services required for this Request for Proposal):

Name: Jacob Vandervis Title: COO/Vice President

Telephone Number: 714-560-8677 Fax: 714-560-8233

Email: jacobv@tait.com

Project Manager (Person responsible for day-to-day servicing of the account):

Name: David Sloan Title: Project Manager

Telephone Number: 714-560-8643 Fax: 714-560-8233

Email: dsloan@tait.com

Types of services provided by the firm: Civil engineering, Surveying, Environmental, Architectural

Personnel Qualifications

The key personnel for the TAIT Team are listed below with their positions and qualifications followed by their brief bios. **Full resumes for the key TAIT Team members are found in the Appendix.**

NAME	CLASSIFICATION / DESIGNATION	LICENCES/ REGISTRATIONS	YEARS OF EXPERIENCE	TIME WITH FIRM
Jacob Vandervis, P.E.	Principal-in-Charge	CA No. C46301	**37**	**26**
Dennis Postler, P.E.	QA/QC Manager	CA No. C46106	**36**	**1**
David Sloan, P.E.	Lead Project Manager	CA No. C82595	**16**	**9**
Todd Broussard, P.E., QSD/P	Senior Professional Engineer	CA No. C57144	**36**	**11**
Bart Mink, P.E., LEED AP	Roadway Engineer	CA No. C82953	**25**	**5**
Samantha Wohlfarth, P.E.	Site/Infrastructure Engineer.	CA No. C86126	**11**	**11**
Daniela Malott, P.E.	Drainage/Water Quality Engineer	CA No. C86581	**11**	**6**
Michael Furlong, PLS	Sr. Professional Surveyor	CA PLS No. 8899	**44**	**4**
Reese Brashear, LSIT	Field Party Chief	CA LSIT No. 7868	**20**	**20**
Sub-Consultants				
TJW Engineering		Traffic Engineering		
Thomas Wheat, P.E.	President/Traffic Engineer	CA No. 69467	**27**	--
SoCalGeo		Geotechnical Engineering		
Gregory K. Mitchell, P.E.	Principal	CA No. 2364	**36**	--
A&F Engineering		Electrical Engineering		
Rolando E. Sotelo, P.E.	Principal	CA E17229	**20**	--
CDPC		Landscape Architecture		
Jim Baldovin, PLA	Principal Landscape Architect	CA PLA CA 4176	**37**	--

Key Personnel – *Leadership*



Jacob Vandervis, P.E., QSD/P
Principal-in-Charge

Mr. Vandervis is a licensed civil engineer with over 37 years of experience with land development projects in the western United States. His areas of expertise include site design, grading design, drainage studies, water pollution control plans, erosion & sediment control plans, as well as street improvement plans. He is experienced in site design of all sizes for commercial development, involved in preliminary design to develop cost estimates & due diligence packages, as well as experienced in the entitlement phase of projects. His surveying experience includes the preparation of ALTA and topographic surveys, parcel maps, record of survey and legal descriptions.



Dennis Postler, P.E.
QA/QC Manager

Dennis Postler is Director of Public Infrastructure of TAIT & Associate's Engineering Division in Santa Ana, CA. He is responsible for supervising staff at TAIT on the preparation of public infrastructure projects. As a Project Manager, Dennis has been involved with local roadway and federally funded arterial roadways design and management, public utility design and relocation, traffic design, and park development and design for over 36 years. In addition to managing and designing public capital improvement projects, Dennis has functioned as consulting city engineer to municipalities, has provided general city engineering services and managed development plan reviews. He also provides budgeting assistance; public utilities; and QA/QC review and construction management. These services enable Dennis and his staff to effciently assist public clients with their engineering and public works needs by being an extension of their staff.



David Sloan, P.E.
Lead Project Manager

David is TAIT's public infrastructure project manager and serves as the project coordinator and lead for public projects at TAIT. David comes with a wealth of relevant experience, and he recently served as project manager for the rehabilitation of nine major roads throughout the City of Pomona. David has performed and coordinated detailed designs on arterial roadways, conducted utility coordination for major relocations on high profile projects, and coordinated project management efforts on multiple projects throughout the Southern California region. Additionally, David acts as a community coordinator for high profile projects which require community coordination and presentations.



Todd Broussard, P.E., QSD/P
Senior Professional Engineer

In addition to 15 years of private development experience, Mr. Broussard has over 21 years of municipal design and project management experience as Principal in Charge with the City of Huntington Beach Public Works Department, overseeing an annual Capital Improvement Program budget of approximately $25 million per annum. Project specific responsibilities included street improvements, wastewater, stormwater, and special projects outside of the public right of way.

Key Personnel – Engineering



Bart Mink, P.E., LEED AP
Professional Engineer (Roadway)

Bart Mink registered civil engineer in California and LEED AP certified brings 25 years of multidisciplinary experience to our team. Bart is results-driven and detail-oriented. He is proficient in many facets of civil site engineering, including the municipal, industrial, commercial and residential fields. Bart is proficient in roadway design, water hydraulic modeling utilizing KY Pipe and WaterCAD. He is also proficient in wastewater modeling using SewerCAD. Bart has in depth knowledge and experience in water/wastewater treatment and design. He is skilled in state and federal funding policies and procedures and is efficient with Autodesk Civil 3D including grading, corridors, and pipe networks.



Samantha Wohlfarth, P.E.
Professional Engineer (Site/Infrastructure)

Samantha is one of TAIT's key site engineering and infrastructure design engineers and has extensive recent experience working on site improvements such as parking field rehabilitations, ADA site improvements, as well as on-site infrastructure upgrades and improvements. Her professional experience includes the preparation of site demolition, grading, erosion control, water quality and design improvements as well as water main replacement, storm drain, and sewer plans, drainage reports, cost estimates, and storm water management reports associated with the required site improvements for both public agencies and private development projects.



Daniela Malott, P.E.
Professional Engineer (Drainage)

Ms. Malott has a strong civil engineering background with a focus on water resources and surface runoff and water quality engineering. Her engineering experience includes hydrology, storm drain design, and hydraulics. Her computer modeling background includes the application of the U.S. Army Corps of Engineers HEC-HMS (Hydraulic Modeling System), HEC-SSP (Statistical Software package), and HEC-RAS (River Analysis Software), Watershed Modeling System (WMS), Advanced Engineering Software (AES) for hydrologic/hydraulic analysis in Southern California, Water Surface Pressure Gradient (WSPGW) Software, XP-Solutions Storm Water and Wastewater Management Model (XP-SWMM), AutoCAD Civil 3D, and ArcGIS.

Key Personnel – Surveying



Michael Furlong, P.L.S.
Senior Professional Surveyor

Mr. Furlong is a Land Surveyor licensed in the State of California with 44 years of experience, over 30 of those being in the Field on all types of Projects from Boundary Surveys to Construction Services with some of the largest listed below. More recently he has spent years providing Mapping Services preparing Tract Maps, Parcel Maps, Record of Surveys, Corner Records and Exhibits of all kinds as well as providing Support to Engineering and Field Support for the Survey Crews.

Key Personnel – Surveying



Reese Brashear, L.S.I.T.
Field Party Chief

Mr. Brashear's expertise is in field surveying, A.L.T.A. surveys, rough grade staking operations, construction staking projects, engineering design surveys, as-built surveys, topographic surveys, and GPS surveys. Recently completed projects include the Tustin Family Campus and County Regional Park projects for the County of Orange, and construction staking for 3 miles of local streets, sewer, water, and storm drain improvements for a 80 acre residential development located in the City of Tustin's Tustin Legacy development on the former MCAS Tustin military base, and numerous boundary, ALTA and topographic surveys for both private and public projects during career at TAIT.

Sub-Consultants

TJW Engineering
Traffic Engineering

TJW Engineering, Inc. (TJW), VSBE, is a professional traffic engineering and transportation planning firm founded by Thomas J. Wheat, P.E., T.E., who has over twenty years of experience in the transportation sector of civil engineering. The TJW team provides complete range of transportation engineering services having designed and prepared hundreds of traffic engineering design plans and transportation planning studies to various public agencies, contractors, developers, architects, and other engineering firms throughout Southern California. Over the past five years the TJW team has worked with TAIT on various projects requiring street signing, striping, lighting, signalization and traffic control plans.

CDPC
Landscape Architecture

Conceptual Design and Planning Company (CDPC) is an innovative, comprehensive landscape architectural firm offering services for a wide variety of project types and clients. Their corporate resume includes projects for state, city and government agencies, as well as, private developers of retail, commercial, institutional, recreation, hospitality, senior housing, and large scale residential. Established in 1994 by Registered Landscape Architect, Jim Baldovin and founded on the principle that design should be driven by purpose, CDPC seeks to create functional outdoor spaces with cohesive aesthetics that enable the people who use them to connect with their environment.

SoCal Geotechnical
Geotechnical Consulting

Southern California Geotechnical, Inc. (SoCal Geo) is a consulting engineering firm providing geotechnical and environmental consulting services to clients in the commercial, residential, industrial, retail, and governmental fields. It is a California corporation founded, owned, and operated by the principal engineers, the same engineers who perform or supervise all of their consulting services. The commitment of the founders is to provide responsive, cost-effective, and technically reliable service to our clients while fostering a stimulating professional environment for their employees.

A&F Engineering
Electrical Engineering

A&F Engineering Group, Inc (A&F) is an Electrical Engineering and Consulting firm specializing in electrical engineering applications and energy efficient design for a range of building sectors that includes medical, educational, institutional, commercial and industrial complexes. Service A&F Engineering Group, Inc successfully responds to the exacting demands of the development and construction community.

Management Resumes



Jacob Vandervis, P.E., QSD/P

Principal-in-Charge

Education

B.S. Civil Engineering – California State University, Long Beach

Year of TAIT Team Enlistment

1997

Total Experience

37

Certifications

Registered Professional Engineer, Civil – CA, OR, AZ, UT, NV, ND, WA, HI, & AK.

Professional Engineer California No. C46301

Mr. Vandervis currently serves as a Vice President/Chief Operations Officer in TAIT's Corporate Office in Santa Ana. In addition to his management duties, he acts as the primary point of contact for several national retail and residential developers. Mr. Vandervis is a licensed civil engineer, and his areas of expertise include site design, grading design, drainage studies, water pollution control plans, erosion & sediment control plans, as well as street improvement plans. He is experienced in site design of all sizes for commercial development, involved in preliminary design to develop cost estimates & due diligence packages, as well as experienced in the entitlement phase of projects. His surveying experience includes the preparation of ALTA and topographic surveys, parcel maps, record of survey and legal descriptions. In addition, Mr. Vandervis has completed fuel tank upgrade programs for various major oil company sites, done facility upgrades for utility clients and has been responsible for entitlement, site design, utility coordination, plan approval, and construction administration on fueling projects. He is a certified Qualified SWPPP Developer (QSD), Certified Development, Design & Construction Professional (CDP) and Certified Retail Property Executive (CRX). **Selected Projects:**

Pipeline Management Program, FY2019-2020-Phase 1 Project, Glendale Water & Power, Principal-in-Charge, 2019-2020

Principal-in-Charge of the design build services with JDC for the potable waterline project within the various residential neighborhoods of Glendale, CA. The project was located in the residential streets in an area of Glendale which required our team to develop construction documents that could accommodate traffic during construction and a design that would work with many existing utilities.

The Creek at Dominguez Hills, City of Carson, Principal-in-Charge, 2017-2020

This project is 86-acres of a 171-acre development in concert with the County of Los Angeles Department of Parks and Recreations. The TAIT portion of the development has many exciting features for public and private events, including a new Driving Range with 100+ Bays and Putting Areas, a 199,000 SF Gymnasium, 750-foot Zip Line and Adventure Course, 6+ acre Outdoor Amphitheater and Public Park, Clubhouse, Sport Wellness Facilities, a Marketplace, Dining, Youth Outreach Center, and jogging paths around the site. The project is LEED Site Certified, including 2 buildings with LEED Certification.

Monterey Park Market Place, City of Monterey Park, Project Manager, 2015–Present

The design of the development includes slope stabilization, retaining wall design, street improvement design, utility installation, overall site development, and over 400,000 cubic yards of dirt removal and regrading. The project involves three geotechnical analysis. The geotechnical analysis included recommendations for the design on and near the landfill; for the slope stabilization throughout the site; and for the overall site development and construction.



David Sloan, P.E.

Lead Project Manager

Education

BS Civil Engineering – Tau Beta Pi Honor Society & Chi Epsilon, University of Southern California

BS Physical Science, Biola

Year of TAIT Team Enlistment

2014

Total Experience

16

Certifications

Professional Engineer California No. 82595

As a Project Manager, David is responsible for supervising staff at TAIT on the preparation of public and private development projects. David has performed and coordinated detailed designs on federally funded arterial roadways, conducted utility coordination for major relocations on high profile projects and conducted project management efforts on multiple projects throughout the Southern California region. David has designed and managed the construction for multiple projects in the southern California region and is an ideal candidate to manage this project for the City. David is an effective communicator and actively stays in contact with his clients throughout the life of his projects. David has also managed multiple public works construction projects and understands the methods and costs of construction.

Selected Projects:

Baldwin Park City Yard Improvement Project, City of Baldwin Park, Project Manager, 2021-2023

As Project Manager, David provided in house services, including surveying, engineering, architectural, and fuel station design, for improvements to their City Yard. Those improvements include a total gut and reconfiguration of the main Administration building, as well as improvements to the warehouses and garage.

Glenn Ranch Road Resurfacing Project, City of Lake Forest, Project Manager, 2020-2021

As Project Manager, David provided civil engineering, surveying, and geotechnical engineering on the Glenn Ranch Road Resurfacing Project from Portola Parkway to El Toro. The project limits included a total of 1.6 miles of arterial roadway rehabilitation on Glenn Ranch Road which is a 4-lane arterial roadway with middle turn lane and intermittent median for the full length.

Jacaranda Neighborhood Rehabilitation & Sewer Replacement Project, City of Fullerton, Project Manager, 2019-2020

As Project Manager, David provided civil engineering services for the Jacaranda Neighborhood Pavement Rehabilitation and Sewer Main Replacement Project. The project was located in a historic neighborhood in the City of Fullerton that included over a mile of residential roadway rehabilitation and 2,700 linear feet of sewer main replacement within the neighborhood surrounding Jacaranda Place from the western cul-de-sac to Malden Avenue.

Campus Drive Pavement Rehabilitation Project, City of Irvine, Project Manager, 2017-2018

As PM, David provided civil engineering and surveying on the Campus Drive Rehabilitation Project from Michaelson Drive to University Drive. The project limits include a total of 4000 linear feet of arterial roadway rehabilitation and reconstruction on Campus Drive which is a 2 lane arterial roadway with bike lanes extending through the City of Irvine. The project includes the design of pavement rehabilitation strategies as well as the identification and replacement of non-ADA compliant curb ramps, sidewalk, replacement of damaged curb and gutter, reconstruction and re-grading of the low point of the roadway due to flooding and ponding issues, coordination with IRWD and UCI for right of way and wetlands protection, and the identification and adjustment/protection of utility facilities throughout the project limits.

Overlay, Alley Reconstruction, and Cerritos Ave. Widening Project, City of Stanton, Project Manager, 2017

As PM David provided roadway and drainage design services on three separate project areas: 1. Cerritos Avenue Widening & Drainage Improvement Project; 2. Palais Alley Reconstruction Project; and 3. Bradford Community and Rutledge Avenue Rehabilitation Project. Cerritos avenue widening project required the widening of Cerritos avenue from Rose Ave to Flower Street which included removal and reconstruction of existing parkway improvements, relocation of power poles, fire hydrant, water meter, and roadway signs, construction of new curb and gutter, curb ramps, and alley approach, and the relocation and construction of a new storm drain catch basin and lateral. TAIT checked the capacity and flows of the existing inlets to ensure proposed conditions were not constrained.

Newport Heights Alley and Sewer Replacement Project, City of Newport Beach, Project Manager, 2016-2017

As PM, David provided civil engineering services on Newport Height Alley and Sewer Replacement Projects. The project limits spanned across an entire neighborhood in the City's coastal community of Newport Heights and include a total of 3+ miles of alley reconstructions as well as the review and repair of existing alley sewer and lateral connections.

Pier G Avenue North Sewer Line Improvement Project, Port of Long Beach, Project Manager, 2017-2019

As Project Manager, David provided civil engineering services for the review, recommendation, design, and construction support services for the Pier G Avenue North Sewer Line Improvement Project. The project limits spanned approximately 1/3 of a mile within Pier G, and included the review of existing conditions, analysis of tributary areas and hydraulic capacity for the existing system, preliminary design and recommendation for five separate design alternatives which included conventional open trench, pipe bursting, sewer lift stations, sewer force mains, and retrofit of existing sewer lift stations to accommodate the current peak flow conditions. Extensive meetings and coordination efforts were conducted with POLB during the preliminary engineering phase to prepare detailed quality management plans and a basis of design report that outlined all project parameters.

Drainage Improvement Project Phase 1 & 2, City of Diamond Bar, Project Manager/Construction Manager, 2017-2018

As Project Manager, David provided design engineering and construction management services for Phase 1 & Phase 2 of the City's Drainage Improvement Project. This project included three separate areas: 1. Brea Canyon Road – Parkway Drain System & Perforated Drain; 2. Hipass Drive – Sub drain System, Low Flow Storm Drain & X-gutters; 3. Golden Springs – Sub drain System & Low Flow Storm Drain. This project included extensive coordination with the City and the design team in order to recommend and implement final design scenarios for each location. Appropriate water quality treatment systems were implemented in all systems that have direct storm drain connection (modular wetland system), and the sub drain system and crossing were analyzed to avoid conflicts.

Chino Quadrant III Water Line Replacement Project, City of Chino Project, Project Engineer/Specs Manager, 2017-2018

This City project required the replacement of approximately 8000LF of existing 6-inch ACP water pipe with new 8-inch PVC water pipe within 13 local streets for the City. The process included obtaining DDW approvals for 8 of the 13 segments.

Portola Parkway Resurfacing Project, City of Lake Forest, Project Manager, 2015-2016

As Project Manager, David provided civil engineering, surveying, geotechnical engineering and federal funding assistance services on the federally funded arterial pavement rehabilitation project which included design engineering, geotechnical engineering, surveying, and federal documentation/ approvals. The project included the rehabilitation of the arterial roadway as well as the identification and replacement of non-ADA compliant or non-functional PCC sidewalk, curb ramp, curb and gutter and other improvements. The design also included the replacement and updating of the roadway and bike lane striping throughout the project limits. The project also included the relocation and reconstruction of an existing median at Bake parkway in order to construct an additional left turn pocket.

Reagan & Peterson Park Parking Lot Expansion Project, City of Diamond Bar, Project Manager, 2014-2015

As Project Manager/Construction Manager, David analyzed, designed, and provided construction management and inspection services for the expansion of two public park parking lots. The design services included topographic survey, geotechnical investigation, water quality management design, Los Angeles County Flood Control District storm drain permit processing, and the preparation of detailed PS&E for the construction of the park improvements. Design analysis included addition of handicapped parking stalls, design of optimal cross and longitudinal grades and the installation of retaining curbs to optimize the parking stall configuration.

FY 13/14 Major Street Rehabilitation Project, City of Pomona, Project Manager, 2014-2016

David acted as the Project Manager to the City of Pomona for their annual major street rehabilitation project. The project included the rehabilitation of eight arterial and collector segments of roadway throughout the City. The project required analysis of the existing pavement conditions, recommendation of alternate rehabilitation methods by use of recycled pavement options, obtaining an SCRRA railroad encroachment permits, upgrading of 4 roadway segments in add new bike lanes and the analysis and replacement of all curb ramps along the project limits.

Citywide Comprehensive Drainage Analysis and CIP Design Projections, City of Diamond Bar, Project Manager, 2014-2015

As Project Manager, David analyzed, designed and recommend pavement and drainage solutions for 11 locations throughout the City which currently experience groundwater seepage problems. The analysis included field investigations, geotechnical testing and reporting, pavement design, and the preliminary design and cost estimating for multiple design scenarios at each project location. The cost estimate included estimation of the design consultant fees as well as the construction costs for the ultimate design scenarios. Extensive coordination was required on this contract with City, Utility, LACFCD Staff, and private residences in order to understand the existing conditions and to project the required design and permitting efforts for the design and construction phase. Upon completion of the report, the City will utilize TAIT's recommendations for future CIP budget and project planning efforts in order to justify the cost and importance of each location.

El Toro Development Plans Drainage Analysis & Design, City of Irvine, Project Engineer, 2013-Present

As Project Manager, David provided for the Phase 1 Preliminary Engineering and Environmental Support Services for a development of the County of Orange's "100-Acre Parcel" and "West Alton Parcel" areas on approximately 140 acres. Plans the combined projects will provide nearly 3000 multi-family residential housing units, 200,000 SF of retail, a 200-room hotel and 1.8 million sf of commercial office space. Working with Lowe and the Project Architect, KTGY, TAIT has assisted in the development of the Site Plans, Master Drainage Studies, and Preliminary WQMPs for both areas.

2012 Citywide Residential Street Rehabilitation Project, City of Placentia, Project Engineer/Construction Manager, 2013

Prop 1B/Measure M1 & M2 Funds • Type II Slurry • ADA Ramps • Design & Construction Management

David served as Project Engineer and Construction Manager for the City of Placentia on the 2012 City-wide Residential Street Rehabilitation Project. The project was funded by a variety of sources including Gas Tax, Proposition 1B, Measure M1, and Measure M2. Our analysis included 75 miles of roadway and the actual design spanned 35 miles. The scope of work included rehabilitating the roadway using primarily Type II Slurry Seal, chip seal, and portions of full R&R. The final design included rehabilitating 41% of the City's residential roadways, including 109 new ADA compliant curb ramps, 5,445 tons of slurry, 105,050 square yards of chip seal, grind and overlay with 235,070 tons of AC paving, adjusting 209 manholes and 369 water valve, and 2,363 LF of curb and gutter. David and the team reviewed the City's 2011 Pavement Management Report, and a completed a reconnaissance field survey to better understand the existing pavement conditions. The field survey included walking each proposed roadway to make recommendations for necessary localized AC R&R patches, and identify damaged curb & gutter and uplifted, or non-ADA compliant sidewalks. David provided a location matrix with photographs for each recommended repair, along with our estimated budget allocation for each location and work item.

Organization Chart

LEADERSHIP



Jacob Vandervis
PE/QSD/P
Principal-in-Charge



David Sloan
PE
Lead Project Manager



Dennis Postler
PE
QA/QC Manager



Todd Broussard
PE/QSD/P
Sr. Professional Engineer

CORE TEAM - ENGINEERING



Bart Mink
PE, LEED AP
Project Engineer (Roadway)



Samantha Wohlfarth
PE
Project Engineer (Utilities)



Daniela Malott
PE
Project Engineer (Drainage)

CORE TEAM - SURVEYING



Michael Furlong
PLS
Sr. Professional Surveyor



Reese Brashear
LSIT
Party Chief

SUPPORT TEAM

TJW Engineering
Traffic Engineers

SoCalGeo
Geotechnical Engineers

A&F Engineering
Electrical Engineers

CDPC
Landscape Architects

D. ALLOCATION OF RESOURCES

FIRM PROFILE:

TAIT & Associates, Inc. (TAIT), is a Southern California based family owned architectural and engineering firm founded by Dr. Kenneth E. Tait, P.E. established in 1964 and incorporated in the State of California. TAIT began as a design engineering consulting and land surveying firm dedicated to providing quality engineering services to our clients.

For the past 59 years, TAIT has grown to have 7 offices throughout the Western United States, namely headquarters in Santa Ana and regional offices in Norco, Sacramento, Boise, Denver, Atlanta, and Dallas. We have approximately 200 associates who work together as a team to provide a full range of design services.

CAPABILITIES:

Our family-owned, multi-disciplined firm offers an array of consulting services to public agencies and private development clients. More specifically, we offer project management, civil engineering, surveying, architectural, planning, entitlement, right of way engineering, and environmental investigation and remediation services. Within the Engineering Group, our in-house design and management services include:

- Public Roadway Rehabilitation, Widening, and New Construction
- Water Quality Design & Review (LID Plan, SWPPP, etc.)
- Public On-Site and Building Improvements (Including Architectural Services)
- Public Parking Facilities Site Improvements
- Storm Drain Design and Hydrologic & Hydraulic Analysis
- Water & Waste Water Rehabilitation & New Construction
- Public Improvement & Private Development Design Plan Checking
- Architectural & Structural Design Services
- Underground/Aboveground Storage Tank services
- Phase I and Phase II Environmental Assessments
- Construction Management, Inspection & Surveying Services
- Design and Construction Survey Services

STRENGTHS:

TAIT has built a reputation of successfully managing projects from concept to completion, with both **big company expertise and small company culture** dedicated to customer service. We have specific expertise in public infrastructure development, land development, natural resource preservation, and environmental management. We also understand the tight time and money constraints under which our clients frequently operate and strive to provide unique solutions that allow our client's projects to be completed on time and within budget.

RESOURCES:

With approximately 200 employees, TAIT boasts a wide array of **Professional Engineers, QSP & QSD Certified Engineers, Professional Land Surveyors, Licensed Architects, Licensed Geologists, Construction Managers, Construction Inspectors, and a skilled bench of Design and Project Engineers.** We pride ourselves on our engineering diversity, and actively train our in-house staff with weekly design seminars on topics such as ADA compliance, Water Quality Design and Compliance, Autodesk/Civil 3D Design Best Practices, HydroCAD, WaterCAD, Waste Water, and Storm Drain Design Principals, and other proprietary engineering software and project management training for project managers. Our Associates also participate in professional organizations, continuing education, vendors/suppliers lunch & learns, bi-weekly internal technical lunch & learns, and other online trainings, making sure our staff has a variety of projects and design tasks to work on, mentoring and monitoring for increased job duties and responsibilities. We've received numerous repeat business and testimonials from our clients. The following are two letters of reference, and we can provide additional letters of reference upon City request.

TAIT
SINCE 1964

RELEVANT EXPERIENCE SUMMARY:

ARTERIAL REHABILIATION

- Bonita Canyon and Ford Road Rehabilitation for City of Newport Beach
- Dimension Dr., Civic Center Dr., & Portola Pkwy Rehab for City of Lake Forest
- Campus Drive Pavement Rehabilitation, City of Irvine
- Portola Parkway Resurfacing Design, City of Lake Forest
- Jeronimo & El Toro Widening, City of Lake Forest

ROADWAY

- Jacaranda Neighborhood Rehab & Sewer Replacement for City of Fullerton
- 2020 Citywide Street Resurfacing Project for City of Stanton
- Area 6 Slurry Seal and Overlay Project for City of Diamond Bar
- Overlay, Alley Reconstruction, & Cerritos Ave. Widening, City of Stanton
- Mesa Drive Widening, City of Newport Beach

H&H AND STORM DRAIN

- MPD Storm Drain Line N-4 Project for City of Norco
- Packer Place Linear Park Dry Creek & Drainage for City of Lake Forest
- Bristol Street & Civic Center Dr. Water Quality for City of Santa Ana
- Drainage Improvement Project Phase 1 & 2 for City of Diamond Bar
- Citywide Comprehensive Drainage Analysis, City of Diamond Bar
- SR 395 Regional Storm Drain Improvements, City of Victorville

PIPELINE

- Pier F-G Sewer Line Improvement Project for Port of Long Beach
- Newport Heights Sewer & Alley Replacement for City of Newport Beach
- Pipeline Management Program, FY2019-2020 for Glendale Water & Power
- Chino Quadrant III Water Main Replacements for City of Chino
- Hoover, Toll, Keppel Recycled Water Project for Glendale Water & Power

SITE ENGINEERING

- Silverado Library of the Canyons, County of Orange
- Orange County Animal Care Facility, County of Orange
- Tustin Family Campus, County of Orange
- Irvine City Hall UST Replacement, City of Irvine
- William Wollett Aquatic Center, IUSD, City of Irvine

ARCHITECTURAL

- Baldwin Park City Yard Improvement, CIty of Baldwin Park
- Newport Beach Corporate Yard
- John Wayne Airport Restroom County of Orange
- Civic Center Assessment, City of Corona
- Silverado Library of the Canyons, County of Orange
- Norco Library, City of Norco

A key component of TAIT's strength is based upon our ability to focus on solutions that are cost-effective. We know when to look for feedback from our clients and other approving agencies, especially when budget constraints restrict a project's direction. When multiple solutions or options are available, a request for input and feedback along with our recommended alternative is presented to ensure that our client's sometimes limited resources and time is efficiently utilized.

E. UNDERSTANDING OF SCOPE OF WORK

TAIT thoroughly understands and acknowledges the potential Scope of Work and Services as outlined in Section 4. of the RFP. Public works engineering contracts require **careful planning**, **effective communication**, and **precise execution** in order to avoid costly contract change orders during the construction phase. Additionally, as this contract includes potential local, state or federally funded design and construction contracts, it is critical that the selected team have a thorough understanding of the design, approval, and construction processing requirements for each funding source and, as is the case for federal projects, the requirements outlined in the Local Assistance Procedures Manual (LAPM). In an effort to ensure consistent and excellent services on this contract, TAIT will employ our proven 5 step project management protocol **(Understand > Assign > Plan > Execute > QA/QC)** on each assigned contract:

UNDERSTAND:

Upon receipt of an RFP from the City, TAIT will conduct a cursory project review and will research existing conditions (field, environmental, regulation, and stakeholders) in order to ensure we have a full understanding of the scope. We will also meet with the City to discuss the project in an effort to understand the City's needs. The potential scope of work under this contract is anticipated to include local and state funded design services on contracts such as: preparation of detailed roadway rehabilitation or widening plans, pipeline construction plans, signing & striping plans, traffic signal modification, and traffic control plans, project cost estimates, and project specifications in accordance with City standards. Design services may also require analysis of CEQA/NEPA requirements, preparation of design reports for hydrology and pre/post construction water quality documents (LID/SWPPP/NOI), review of construction phasing and impact, and the analysis of existing and proposed storm, sewer, and water facilities.

ASSIGN:

TAIT has in house expertise in public works roadway, water, sewer, storm drain, surveying, hydrology/ hydraulics, pre/post construction water quality control, architecture, and minor structural engineering and analysis. Based on the scope of the project, TAIT's Senior Project Manager will assign a lead Project Manager and/or Project Engineer to each contract whose backgrounds best matches the needs and complexity of the project. Key sub-consultants such as landscaping, MEP, and structural team members will then be assigned to the project at this phase based on the needs of the project.

PLAN:

We will prepare and submit a clear and concise scope of work, project schedule, and fee proposal that includes all necessary tasks to successfully complete the contract. Key considerations in the planning phase will include the funding source (local/state/federal) and associated permitting/ documentation requirements, stakeholder requirements/needs, level of design detail desired by the City (plan/plan & profile), storm water quality requirements, coordination and meeting needs, and the overall scheduling needs.

EXECUTE:

Upon issuance of the notice to proceed, TAIT will actively and effectively execute the scope of work for the contract. An abridged summary of a typical project scope of work has been included below for City review. Our assigned project manager will stay in constant contact with the City and will remain available and responsive to the City's needs through the life of the project.

QA/QC:

TAIT employs our QA/QC program on each contract that we are awarded. A QA/QC manager will be assigned to each project to 1) ensure a quality design is employed, 2) verify all agencies/ disciplines are coordinated 3) check constructability through review of PS&E at each submittal, and 4) conduct an informal engineering cost assessment to ensure compliance with the City's specific project goals

RISK MANAGEMENT:

The greatest risk for delays in a project is the lack of foresight and understanding of the scope. With our proven work experience, high caliber staffing, and as a result of our 5 step project management protocol, The City can be assured that our proposals are complete and that our assigned team is fully qualified to design the project. Each proposal to the City will be accompanied with a detailed project schedule that outlines key milestones, permitting needs, plan submittals, agency review periods, and utility coordination/ notification dates. TAIT will also stay in close contact with the City during the life of the project in order to ensure the project remains on schedule.

SCHEDULE CONTROL:

The Project Manager is responsible for efficiently directing the team and completing projects within the established budget. To accomplish this, the Project Manager must authorize and approve all time cards, work reports, change orders and expense sheets with the current modules of Deltek, which allows our project managers to track budgets, resources, contracts, and hours for each project.

However, in cases where a project design has been delayed at no fault of the City, TAIT Management would reassess assigned personnel to the project, and review effort completed to make sure design is on point and has not deviated from the agreed upon path. Meetings with project team personnel would be held to review the project and discuss options to accelerate design without impacting quality and the required deliverables. Additional personnel, overtime, and assignment of more senior level staff would be options considered by TAIT Management to bring the project back on schedule at no additional cost to the City.

CLIENT SERVICE:

Our client service approach is to know and understand the client's needs concerning the project, allowing us to assist the client as if we are an extension of their own staff. TAIT will follow a set of protocols established in our Project Instructions which will include the development of monthly progress reports (including schedule and budget), meeting attendance and reporting, and a clear understanding with the Client as to all Action Items that have yet to be completed.

QUALITY ASSURANCE/QUALITY CONTROL PROGRAM:

An important feature of our design process is our Quality Assurance/Quality Control (QA/QC) Program. Mr. Broussard P.E., QSD/P, oversees TAIT's QA/QC Program.

TAIT's QA/QC Program focuses on the following four primary objectives:

1. To ensure that a quality design has been provided by following our in-house design checklists
2. To verify that different disciplines and agencies have been coordinated
3. To verify that the proposed improvements are constructible, and
4. To verify that a cost effective analysis approach was followed to achieve the client's goals

TAIT utilizes a Total Quality Management approach. TAIT's philosophy is that quality control begins at day one and does not end until the project is constructed.

Quality Control is the responsibility of each and every team member. It includes the selection of project team members who have demonstrated through experience the ability to understand and apply the project objectives to achieve a specific goal. It requires open and continuous communications between all team members and the client.

TAIT has developed internal design checklists. Design checklists are used by our design team as a component of our firm's QC process.

Timely Quality Control Reviews are provided. Before plans are submitted to outside parties and the approving agency/agencies for review and approval, TAIT's QA/QC Manager or his designated QC team member conducts a thorough review to verify the quality, constructability and completeness of the submittal. A typical TAIT QA/QC Program includes the following steps:

1. **Project Manager (PM) Transmits Design Documents to the QA/QC Manager -** The PM initiates the QC process at agreed upon project milestones.
2. **QA/QC Manager conducts initial review -** The QA/QC Manager reviews the submittal with the PM to obtain project specific information and conducts a limited review on the completeness of the submittal.
3. **Review of the Submittal –** The submittal is reviewed using TAIT's internal checklists. Necessary corrections are identified on the submittal which is returned to the PM.
4. **PM to Address QC Comments -** The QA/QC Manager and PM review the QC comments to set a course of action. Any proposed Value Engineering (VE) measures are reviewed to determine the appropriate next step. The reviewed documents are then returned to the design team.
5. **PM finalizes Design Documents for Submittal to the Agency -** The PM meets with the design team to monitor progress and verify incorporation of the QC comments into the design documents. Any deviation from the QC comment or the agreed upon action is reviewed for acceptance prior to transmitting the final design documents to the City and other reviewing parties for their review and approval.

F. REFERENCES

OCPW On-Call Engineering:

Orange County Public Works
On-Call Land Planning and Engineering Services
County of Orange, CA

TAIT was retained by the County of Orange to provide On-call Land Planning and Engineering Services to assist OC Planned Communities in the review of development applications for new planned communities in being developed in South County and to assist in the evaluation of County owned properties for redevelopment opportunities. **Since 2011, the TAIT team; consisting of Planners, Landscape Architects, Traffic Engineers, Civil Engineers, Storm Water Engineers, Geo-technical Engineers and Building & Safety Reviewers** – have provided on-call services to the County for the review of environment planning documents, tentative and final maps, and Site Development plans for grading, buildings, landscaping, street (public and private) and storm drain improvements. Additional assignments have included the review of preliminary and final Water Quality Management Plans and the processing of Construction Permits for developer improvement plan. Engineering design services have included due diligent studies, cost estimates, site planning and infrastructure analysis.

Reference Contact:
James Campbell, Project Manager
445 Civic Center Dr. West, 2nd Fl, Santa Ana, CA
(714) 567-7742
james.campbell@ocgov.com

Client:
OC Public Works

Costs:
Various

Project Dates:
2011-Present

Key Personnel:
PIC: Jacob Vandervis
PM: Bart Mink
QA/QC: Todd Broussard

Other On-Call Contracts

- **On-Call Engineering Services, City of Bellflower**
- **On-Call Engineering Services, City of Carson**
- **On-Call Engineering Services, City of Chino**
- **On-Call Architectural-Engineering Services, City of Diamond Bar**
- **On-Call Engineering Services, City of Fullerton**
- **On-Call Engineering Services, City of Glendora**
- **On-Call Engineering Services, City of Irvine**
- **On-Call Engineering Services, City of Lake Forest**
- **On-Call Engineering Services, City of Newport Beach**
- **On-Call Engineering Services, City of Norco**
- **On-Call Engineering Services, City of Santa Ana**
- **On-Call Engineering Services, City of Seal Beach**
- **On-Call Engineering Services, City of Stanton**
- **On-Call Engineering Services, City of Yorba Linda**
- **On-Call Architectural-Engineering Services, OC Sheriff's Dept.**
- **On-Call Architectural Services, County of Orange**
- **On-Call Surveying Services, South Orange County Community College District**
- **On-Call Engineering Services, Port of Long Beach**

Diamond Bar On-Call Engineering:

Area 6 Slurry Seal and Overlay Project

City of Diamond Bar

TAIT was selected by the City of Diamond Bar to provide design engineering services for the Citywide Zone 6 Slurry Seal and Overlay Project.

The project included the design of an entire neighborhood zone within the City of Diamond Bar which included the field identification, implementation, and design of over 800,000 SF of AC Grind and Overlay, and 1,200,000 SF of Slurry Seal located within the northern limits of the City of Diamond Bar.

TAIT has been on call with the City of Diamond Bar since 2018 and has completed several projects.

In addition to the pavement analysis, design, and implementation, TAIT was also responsible for identifying sidewalk, curb and gutter, and curb ramp improvements throughout the neighborhood including the removal and replacement of 19 curb ramps within the steep, curvilinear streets of Diamond Bar.

Special attention was paid on this project to the appropriate use and identification of patching areas in order to maximize the City's budget and to ensure constructibility of the project. TAIT worked closely with City staff to identify and isolate areas of concern in order to ensure the City's benefits were maximized on the job.

Of notable interest on this project was the removal and replacement of speed cushions throughout Sunset Crossing which would not be compatible with the installation of an edge grind and overlay. Additionally, careful attention was paid to the presence of existing utilities to ensure the proposed roadway treatment was taking in to account the required adjustment (for overlay) and protection (for slurry seal) work items.

Reference Contact:
John Beshay
Associate Engineer
21810 Copley Drive
Diamond Bar, CA 91765
(626) 682-3117
jbeshay@diamondbarca.gov

Client:
City of Diamond Bar

Construction Costs:
$1.5 million

Project Dates:
Design: Winter/Spring 2018
Construction: Summer 2018

Key Personnel:
PIC: Jacob Vandervis
PM: David Sloan
QA/QC: Todd Schmieder

Additional Projects:

Reagan & Person Park Parking lot Expansion

Citywide Drainage Analysis & CIP Recommendations

Phase 1 & 2 Drainage Improvement Project

Sunset Crossing Park Grant Funding Assistance

City Entry Monument Construction Management Project

Newport Beach On-Call Engineering:

Bonita Canyon and Ford Road Resurfacing Project

City of Newport Beach

TAIT was selected by the City of Newport Beach to provide civil engineering, surveying, geo-technical engineering services on the Bonita Canyon and Ford Road Resurfacing Project from Jamboree Rd. to SR-73. The project limits include a total of 2 miles of arterial roadway rehabilitation on Bonita Canyon/Ford Road which a 6 lane arterial roadway with raised medians and bike lanes extending through the City of Newport Beach.

TAIT has been on call with the City of Newport Beach since 2016 and has completed several projects.

The project includes the design of pavement rehabilitation strategies as well as the identification and replacement of non-ADA compliant curb ramps, sidewalk, replacement of damaged curb and gutter, and the identification and adjustment/ protection of utility facilities.

Of critical importance on this contract was the design and coordination of the improvements and traffic control within the state of California Right of Way at SR-73. The TAIT team actively coordinated with the City and CalTrans during the review process in order to obtain project approval and permit ahead of the bidding date. Additionally, this contract was complicated due to the steep grades along the project limits. Curb ramps which could not be made ADA compliant were identified during the design review process and memos were submitted to the City in order to justify the final limits of the work.



Bonita Canyon / Ford Road

Reference Contact:
Patricia Kharazmi, PE
100 Civic Center Drive,
Newport Beach, CA
(949) 644-3344
pkharazmi@
newportbeachca.gov

Client:
City of Newport Beach

Construction Costs:
$2.5 million

Project Dates:
Design: 2019-2020
Construction: 2020

Key Personnel:
PIC: Jacob Vandervis
PM: David Sloan
QA/QC: Todd Schmieder

Additional Projects:

Newport Heights Alley & Sewer Replacement Project

Newport Heights Trash Transfer Station Grading

Irvine Ave. Sidewalk Gap Closure Project

Mariners Library Parking Lot Expansion Project

Mesa Dr. Roadway Widening

Old Newport Rd. Shoulder Improvement

Lake Forest On-Call Engineering:

Dimension Drive, Civic Center Drive, & Portola Parkway Rehabilitation Project

City of Lake Forest

TAIT was selected by the City of Lake Forest to provide civil engineering and surveying on a citywide arterial design project which included the design of the following three segments:

- Dimension Drive from Bake Parkway to Lake Forest Drive
- Civic Center Drive from Enterprise way to South End
- Portola Parkway at SR-73 Overcrossing (w/in CalTrans R/W)

TAIT has been on call with the City of Lake Forest since 2015 and has completed multiple projects.

The project encompassed a total of 6,400 linear feet of arterial/collector roadways and included full depth reconstruction of dimension drive and Civil Center drive and a 2" grind and overlay of Portola Parkway within the CalTrans R/W limits.

This project required obtaining a CalTrans encroachment permit for both construction and traffic control purposes. As a result, further detail and scrutiny was required on the design to ensure CalTrans acceptance of the traffic control system as well as the overall design materials and elevations.

This project also required further coordination with IRWD, El Toro Water District, and a private developer within the City of Lake Forest for incorporation of separate engineer's design packages in to the City's overall construction project. **TAIT was designated the lead consultant to compile all plans and prepare the required final technical specifications and bid documents** in order to capture the required scope of work and design elements.

The construction for this project is currently in the final stages of construction and finish up and is anticipated to be completed by April of 2020.

Reference Contact:
Taylor Abernathy, PE
100 Civic Center Dr.,
Lake Forest, CA
(949) 461-3490
tabernathy@lakeforestca.gov

Client:
City of Lake Forest

Construction Costs:
$3.5 million

Project Dates:
Design: 2018-2019
Construction: 2019-2020

Key Personnel:
PIC: Jacob Vandervis
PM: David Sloan
QA/QC: Todd Schmieder
PE: Chris Engelbach

Additional Projects:

Citywide Traffic Signal Upgrade Project

Packer Place Linear Park Drainage Improvements

Ascension Median Acceleration Lane Project

PPLT Traffic Signal Improvements

Glenn Ranch Road Rehab.

Jeronimo & El Toro Widening

Fullerton On-Call Engineering:

Jacaranda Neighborhood Rehabilitation & Sewer Replacement

City of Fullerton

TAIT was selected by the City of Fullerton to provide civil engineering services for the Jacaranda Neighborhood Pavement Rehabilitation and Sewer Main Replacement Project. The project was located in a historic neighborhood in the City of Fullerton that included over a mile of residential roadway rehabilitation and 2,700 linear feet of sewer main replacement within the neighborhood surrounding Jacaranda Place from the western cul-de-sac to Malden Avenue.

TAIT has been on call with the City of Fullerton since 2018 and has completed several projects.

In addition to roadway reconstruction and grind and overlay operations, the roadway component of the project included the removal and replacement of over 1.5 miles of old, deteriorated, and uneven curb and driveways throughout the neighborhood with new variable height curb and gutter in order to engineer and define the roadway drainage conditions within the neighborhood. Due to the historic and unique nature of the neighborhood, the curb heights and flowline were carefully profiled in order to improve the drainage conditions while also joining the existing pavement.

And in addition to the roadway improvements, TAIT was also tasked with the abandonment of two old sewer siphon systems and the combination and construction of a single master neighborhood sewer siphon along with the removal and replacement of 2,700 linear feet of existing 6" VCP with new 8" VCP sewer. The sewer siphon was design to convey sewer flows under an existing Orange County Flood Control Channel and required the design of a double barrel sewer siphon that was installed via jack and bore method.

Reference Contact:
Jose Medina
303 W Commonwealth Ave,
Fullerton, CA 92832
(714) 738-6863
JoseM@cityoffullerton.com

Client:
City of Fullerton

Construction Cost:
$2.4 million
Design Cost:
$141,542

Project Dates:
2019-2020

Key Personnel:
PIC: Jacob Vandervis
PM: David Sloan
QA/QC: Todd Schmieder
PE: Chris Engelbach

Additional Projects:

Juanita Cook Trail Improvement Project

SFD City Hydrology Review

Stanton On-Call Engineering:

2020 Stanton Citywide Street Resurfacing

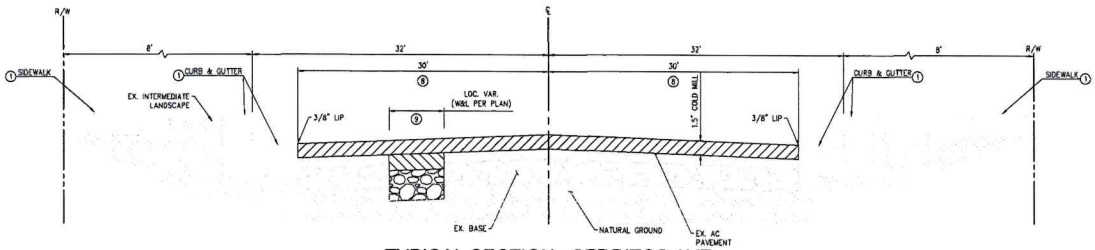
City of Stanton

This current under construction project includes two separate contracts in which **TAIT was selected by the City of Stanton to provide civil engineering and surveying on a citywide residential and arterial design project** which included the design of the following three project's rehabilitation methods:

- Contract 1: Plan & Profile for 0.32 miles of full depth removal and reconstruction
- Contract 1: Plans for 1.5" Grind and FRAC Overlay
- Contract 2: Plans for 1.6 Million SF of RAP Slurry Overlay

TAIT has been on call with the City of Stanton since 2016 and has completed multiple projects.

The project encompassed a total of 0.32 miles of removal and reconstruction, 0.72 miles of 1.5" grind and FRAC overlay as well as 1.6+ million square feet of RAP Slurry Overlay. The project included the design of pavement rehabilitation strategies as well as the identification and replacement of non-ADA compliant curb ramps, sidewalk, replacement of damaged curb and gutter, removal and replacement of slotted cross gutters, and the identification and adjustment/protection of utility facilities.



TYPICAL SECTION : CERRITOS AVE
STA. 10+75 TO STA. 23+50
NTS

Reference Contact:
Allan Rigg, PE AICP
7800 Katella Ave,
Stanton, CA
(714) 890-4203
arigg@ci.stanton.ca.us

Client:
City of Stanton

Construction Costs:
$1.5 million

Project Dates:
Design: 2019
Construction: 2020-2021

Key Personnel:
PIC: Jacob Vandervis
PM: David Sloan
QA/QC: Todd Schmieder
2PE: Bart Mink
Geotech: SoCal Geo

Additional Projects:

Cerriots Ave. Widening

Palais Ave. Alley Reconst.

Bradford Neighborhood Street Rehabiliation

FY 17/18 Street Resurfacing

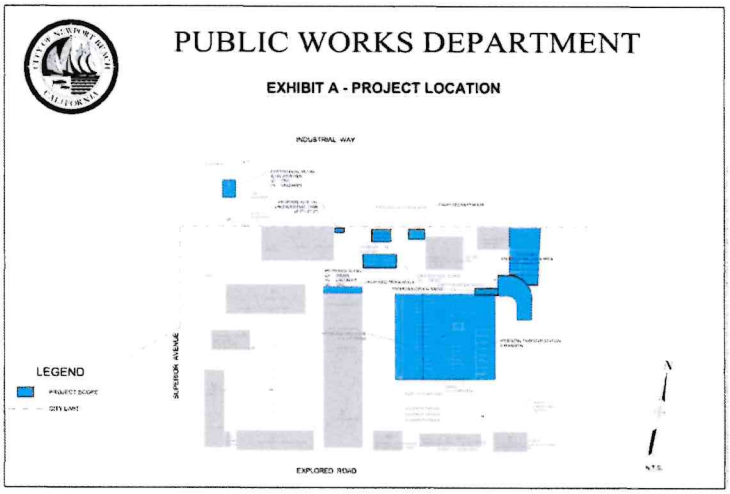
FY 18/19 Street Resurfacing

FY 19/20 Street Resurfacing

Beach & Garden Grove Sewer Replacements

Newport Beach Corporate Yard Project
City of Newport Beach

TAIT has been selected to complete the re-design of the existing Corporate Yard where the Transfer Station Rehabilitation Project was completed. The Project Scope of Work will consist of Site Demolition, Transfer Station, Storm Water and Utilities Coordination, Site Improvements and Fueling System. Architectural Scope of work includes a Pre-fabricated Restroom Facility and additional Project Coordination.



Reference Contact:
Mike Sinacori
Assistant City Engineer
100 Civic Center Drive,
Newport Beach, CA 92660
(949) 644-3342
msinacori@newportbeachca.com

Client:
City of Newport Beach

Construction Cost:
$7 million (approx.)

Project Dates:
2022-2023

Key Personnel:
PIC: Jacob Vandervis
PM: Todd Broussard

Baldwin Park City Yard Improvement Project
City of Baldwin Park

TAIT was selected by the City of Baldwin Park due to their unique ability to provide in house services, including surveying, engineering, architectural, and fuel station design, for improvements to their City Yard. The improvements include a total demolition and reconfiguration of the main Administration Building, as well as improvements to the Warehouses and Automotive Repair garage. In addition, the project includes improvements to the existing fueling station, a proposed EV fast charge station, and replacement of two on-site generators. The parking lot will be analyzed for efficient parking of vehicles and other equipment and storage as well as pavement rehabilitation. TAIT has completed the Phase I Study, which identified the proposed improvements in comparison to the City's available budget. Design is now underway, with an expected completion in the Fall of 2023.

Due to TAIT's diverse field of expertise, we were able to offer the City the major components of services in-house, during the initial Phase of work. The design phase of the project will only rely on an MEP subconsultant to balance out the remaining design scope.

Reference Contact:
Romany Basilyous
Engineering Manager
13135 Garvey Ave,
Baldwin Park, CA 91706
(626) 960-4011x459
rbasilyous@baldwinpark.com

Client:
City of Baldwin Park

Construction Cost:
$2.5 million (budgeted)
Design Cost:
$300,000

Project Dates:
2021-2024

Key Personnel:
PIC: Jacob Vandervis
PM: David Sloan
AOR: Dan Hinson
Sr. PM: Donnie DeWees
Sr. JC: Gerardo Balderrama

MPD Storm Drain Line N-4
City of Norco

The Norco Master Plan of Drainage Storm Drain Line N-4 project, includes the design of an 18 to 36-inch storm drain main line along 4th Street from Valley View to the Norco Channel. The scope of work for the design of the storm drain system includes hydrology and hydraulics analysis for the proposed line, surveying, preparation of Plan, Specifications and Estimates (PS&E), assisting the City in the bidding process and construction support. The Storm Drain line extends approximately 2,700 linear feet, with 8 new storm drain inlets (curb opening catch basins) and it will join the existing 36-inch storm drain outlet at Norco Channel. Careful detailed was taken to the hydrology drainage delineation analysis to understand the tributary area to each of the proposed inlets and the storm drain main line. For this project TAIT completed a field walk to analyze the existing drainage conditions, worked along with the City in understanding their needs and reviewing any existing issues, as well as reviewed the proposed inlet locations to maximize flow capture. The proposed storm drain along 4th Street and Valley View, is a new system that will relieve the existing streets from surface drainage conveyance and reduce flooding or potential flooding issues along the existing residences.

Reference Contact:
Sam Nelson, City Engineer
2870 Clark Avenue,
Norco, CA 92860
(951) 270-5677
snelson@ci.norco.ca.us

Client:
City of Norco

Construction Cost:
N/A
Construction Cost:
$42,052

Project Dates:
2021

Key Personnel:
PIC: Jacob Vandervis
PM/PE: Daniela Malott

Mesa Drive Widening & Drainage Improvements
City of Newport Beach

TAIT was hired by the City of Newport Beach as part of our On-Call Contract to design the drainage and roadway improvements associated with the Mesa Drive Widening Project. The project was necessitated due to existing traffic concerns with turning movements combined with high ponding and flooding that was occurring at the existing drainage inlet. The design included widening of Mesa Drive at Bay view Avenue as well as the re-grading and re-design of existing street drainage to capture the 10 year design storm which conveyed to an existing water quality diversion structure design to maintain perennial low flows to the Newport bay while diverting high flows to the storm drain system to avoid erosion in the bay. Design was completed in August of 2019 and construction was completed in the winter of 2019.

Reference Contact:
Patricia Kharazmi, PE
100 Civic Center Drive,
Newport Beach, CA
(949) 644-3344
pkharazmi@
newportbeachca.gov

Client:
City of Newport Beach

Construction Cost:
$100 K

Project Dates:
2019

Key Personnel:
PIC: Jacob Vandervis
PM: David Sloan
PE: Chris Engelbach
QA/QC: Todd Schmieder

Chino Alley/Sanitation Rehabilitation Projects; SN-161 & SN-191

City of Chino

TAIT provided full reconstruction design and surveying services to the City of Chino for nine (9) separate alley segments comprising of approximately 8,500 lineal feet of existing alleyways, protection of existing above ground utility appurtenances, PCC alley approaches, PCC ADA curb ramps, PCC ADA sidewalks, proposed bulb-outs, damaged water meter box replacements, and approximately 2,650 LF of a new 8" PVC waterline replacing a similar length of 50+ year old 6" ACP line within one alley. The City required that all points of connection to the existing systems running along crossing alleys be upgraded to include the newer and larger PVC water pipe and the installation of new water values in each cross alley. Many of the segments between cross alleys required obtaining approvals from the State Division of Drinking Water due to restricted vertical clearances between existing utilities installed in the narrow alley. The contractor finalized final punch list on this successful project in April 2022.

Reference Contact:
Maria Fraser, PE, CIP
Engineering Manager
13220 Central Avenue
Chino, CA 91710
(909) 334-3310
mfraser@cityofchino.org

Client:
City of Chino

Construction Cost:
$2.1 million
Design Cost:
$134,998

Project Dates:
2018-2022

Key Personnel:
PIC: Jacob Vandervis
PM: David Sloan
PE: Bart Mink

Glenn Ranch Road Resurfacing Project

City of Lake Forest

TAIT was selected by the City of Lake Forest to provide civil engineering, surveying, and geotechnical engineering on the Glenn Ranch Road Resurfacing Project from Portola Parkway to El Toro. The project limits included a total of 1.6 miles of arterial roadway rehabilitation on Glenn Ranch Road which is a 4-lane arterial roadway with middle turn lane and intermittent median for the full length. The project included the design of pavement rehabilitation strategies as well as the identification and replacement of non-ADA compliant curb ramps, sidewalk, replacement of damaged curb and gutter, signage and striping and the identification and adjustment/protection of utility facilities.

This project also included the hydrology and hydraulic calculations for an existing median catch basin at the most southern media that was backing up and causing water on the roadway during larger rain events. The scope of the reconstruction included design of plan and profiles and design sections as well as intersection grading for Glenn Ranch Road and Viejo Ridge.

Reference Contact:
Taylor Abernathy, PE
100 Civic Center Dr.,
Lake Forest, CA
(949) 461-3490
tabernathy@lakeforestca.gov

Client:
City of Lake Forest

Construction Cost:
$1.8 million
Design Cost:
$85,870

Project Dates:
2020-2021

Key Personnel:
PIC: Jacob Vandervis
PM: David Sloan
QA/QC: Jacob Vandervis
PE: Bart Mink

Dana Point Harbor Revitalization-Sewer & Water
South Coast Water District

The Dana Point project included the preparation of the South Coast Water District Water & Sewer Public Improvement Plans. These plans included plan and profile design for approximately 1,700 linear feet of a 12 inch water main line and 300 linear feet of an 8-inch water main line, and 800 linear feet of a sewer main line. The Project is located under a public/private partnership development. It included water and sewer master planning and phasing design for the interim and ultimate conditions. The design incorporated the analysis of existing water availability, feature water demand, sewer capacity calculations and proper clearance design from existing and proposed utilities at the site.

Reference Contact:
Taryn Kjolsing
20 Civic Center Plaza,
Santa Ana, CA 92701
(949) 499-4555 x3171
tkjolsing@scwd.org

Client:
South Coast Water District

Construction Cost:
Not Available

Project Dates:
2016-2023

Key Personnel:
PIC: Jacob Vandervis
PM: Daniela Malott

Drainage Improvement Project Phase 1 & 2
City of Diamond Bar

TAIT was hired by the City of Diamond Bar to provide design engineering and construction management services for Phase 1 & Phase 2 of the City's Drainage Improvement Project. This project included three separate areas:

- Brea Canyon Road – Parkway Drain System & Perforated Drain
- Hipass Drive – Sub drain System, Low Flow Storm Drain & X-gutters
- Golden Springs – Sub drain System & Low Flow Storm Drain

This project included extensive coordination with the City and the design team in order to recommend and implement final design scenarios for each location. Appropriate water quality treatment systems were implemented in all systems that have direct storm drain connection (modular wetland system), and the sub drain system and crossing were analyzed to avoid conflicts.

During the construction phase, TAIT managed the contractor in order to review the field operations, respond to design related inquiries, updated designs based on final field needs, and successfully completed the construction project. The construction of this project was completed in 2018 within budget.

Reference Contact:
John Beshay, Former
Associate Engineer
21810 Copley Drive
Diamond Bar, CA 91765
(626) 960-4011 Ext: 459
jbeshay@diamondbarca.gov

Client:
City of Diamond Bar

Construction Cost:
$400 K
Design Cost:
$66,710

Project Dates:
2017-2018

Key Personnel:
PIC: Jacob Vandervis
PM/CM: David Sloan
IOR: Michael Delagarza
QA/QC: Todd Schmieder

Cold Mill Resurfacing Project
City of Bellflower

TAIT was selected by the City of Bellflower to provide civil engineering and surveying design services on several residential neighborhood roadways as well as a full intersection profile design. The project was split into the following two portions:

- Plans for Grind and Overlay rehabilitation method
- Intersection design of Artesia and Ardmore intersection

The project encompassed a total of 1.3 miles of residential neighborhood 2" grind and overlay. Furthermore, this project included the redesign of the Artesia and Ardmore intersection to remove the existing slotted cross gutters and provide relief for cars dragging crossing the existing intersection.

This project also required design of pavement rehabilitation strategies as well as the identification and replacement of non-ADA compliant curb ramps, sidewalk, replacement of damaged curb and gutter, removal and replacement of slotted cross gutters, and the identification and adjustment/protection of utility facilities.

Reference Contact:
Philip Wang, PE
16600 Civic Center Dr,
Bellflower, CA
562-804-1424 x2254
pwang@bellflower.org

Client:
City of Bellflower

Construction Cost:
$925,000
Design Cost:
$47,907

Project Dates:
2019-2020

Key Personnel:
PIC: Jacob Vandervis
PM: David Sloan
QA/QC: Jacob Vandervis
PE: Bart Mink

Campus Drive Pavement Rehabilitation
City of Irvine

TAIT was selected by the City of Irvine to provide civil engineering and surveying on the Campus Drive Rehabilitation Project from Michaelson Drive to University Drive. The project limits included a total of 4000 linear feet of arterial roadway rehabilitation and reconstruction on Campus Drive which is a 2-lane arterial roadway with bike lanes extending through the City of Irvine. It also included the design of pavement rehabilitation strategies as well as the identification and replacement of non-ADA compliant curb ramps, sidewalk, replacement of damaged curb and gutter, reconstruction and re-grading of the low point of the roadway due to flooding and ponding issues, coordination with IRWD and UCI for right of way and wetlands protection, and the identification and adjustment/protection of utility facilities throughout the project limits.

Careful attention was paid to the roadway profile which required modification in order to raise the low point of the roadway by more than 6". Plan and profile for the roadway was re-designed per CA Highway Design Manual standards, and extensive coordination with conducted with the City to verify that the pavement replacement scenario is in line with the proposed and revised grades.

Reference Contact:
Darrell Hartman, PE
1 Civic Center Plaza,
Irvine, CA 92606
(949) 724-7556
dhartman@cityofirvine.org

Client:
City of Irvine

Construction Cost:
$2.6 M
Design Cost:
$143,445

Project Dates:
2017-2018

Key Personnel:
PIC: Jacob Vandervis
PM: David Sloan
QA/QC: Todd Schmieder
PE: Chris Engelbach

G. CERTIFICATION OF PROPOSALS

RFQ No. PW-23-03: ON-CALL CIVIL ENGINEERING SERVICES

APPENDIX C

CERTIFICATION OF PROPOSAL TO THE CITY OF PLACENTIA

1. The undersigned hereby submits its proposal and, by doing so, agrees to furnish services to the City in accordance with the Request for Proposal (RFQ), dated October 2023, and to be bound by the terms and conditions of the RFQ.

2. This firm has carefully reviewed its proposal and understands and agrees that the City is not responsible for any errors or omissions on the part of the proposer and that the proposer is responsible for them.

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

4. The proposal includes all of the commentary, figures and data required by the Request for Proposal, dated October 2023.

5. This firm has carefully read and fully understands all of the items contained in Section 7, General Requirements. This firm agrees to all of the general requirements except for those disclosed by the firm in project proposal, listed on an attachment.

6. The proposal shall be valid for 90 days from October 5, 2023.

Name of Firm: TAIT & Associates, Inc.

By: _____
(Authorized Signature)

Type Name: Jacob Vandervis

Title: COO/Vice President

Date: 10-26-23

Placentia City Council
AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DEPUTY CITY ADMINISTRATOR / PUBLIC SERVICES & INFRASTRUCTURE

DATE: NOVEMBER 21, 2023

SUBJECT: **PROFESSIONAL SERVICES AGREEMENTS FOR ON-CALL PRIVATE DEVELOPMENT PLAN CHECK SERVICES**

FISCAL IMPACT:			
	EXPENSE:	$350,000	PROFESSIONAL ENGINEERING SERVICES (103551-6290)
	REVENUE:	$350,000	PASS-THROUGH COST 100% COVERED BY APPLICANT PLAN CHECK FEES (103551-4399)

SUMMARY:

To meet engineering plan check demand for private development projects in a timely manner, on-call plan check services provided by professional consultants who specialize in certain areas have been utilized to support City Staff in this effort. The City currently maintains a bench list of three (3) different consulting firms it calls upon to provide these services and these existing agreements are nearing the maximum compensation amount. Staff issued a formal Request for Proposals ("RFP") for on-call plan check services and solicited competitive proposals from qualified engineering firms. A total of six (6) proposals were received.

After a thorough review of the proposals by Staff, a bench list of the top three (3) ranked firms are proposed to place under contract to provide the City with these services for all ongoing and future private development projects. These services include plan check entitlement reviews, preliminary tract and parcel map reviews, review of Water Quality Management and Storm Water Pollution Prevention Plans, and plan check review of street improvement plans. In addition, these consultants would review technical engineering reports such as sewer and storm drain capacity studies. The cost to provide these services, including City overhead costs are covered by private developers via established plan check fees and deposits charged to all project applicants.

RECOMMENDATION:

It is recommended that City Council take the following actions:

1. Approve a Professional Services Agreement with HR Green Pacific, Inc. for professional consulting services to provide on-call private development plan check services for a term of three (3) years with one (1) two-year term extension based upon performance and at the discretion of the City, in an amount not-to-exceed $350,000; and

2. Approve a Professional Services Agreement with NV5, Inc. for professional consulting services to provide on-call private development plan check services for a term of three (3) years with one (1) two-year term extension based upon performance and at the discretion of the City, in an amount not-to-exceed $350,000; and

3. Approve a Professional Services Agreement with Bureau Veritas North America, Inc. for professional consulting services to provide on-call private development plan check services for a term of three (3) years with one (1) two-year term extension based upon performance and at the discretion of the City, in an amount not-to-exceed $350,000; and

4. Authorize the City Administrator to approve any contract term extensions based on performance and amendments up to 10% of the contract not-to-exceed amount, or $35,000; and

5. Authorize the City Administrator to execute the above-mentioned Professional Services Agreements, in forms approved by the City Attorney.

STRATEGIC PLAN STATEMENT:

There is no specific strategic planning goal or objective associated with this agenda item.

DISCUSSION:

As a result of the need to retain the professional assistance from qualified consultants to assist Staff with plan checking services in support of private development projects in the City, Staff prepared an RFP for these services. A total of six (6) proposals were received from qualified consulting firms with extensive experience in municipal plan checking services. These proposals were evaluated by City Staff and the following are the top three final scores and rankings:

NO.	CONSULTANT	TOTAL SCORE
1	HR Green Inc.	90
2	NV5, Inc.	85
3	Bureau Veritas North America, Inc.	80

Based upon each firm's extensive experience and expertise in providing plan checking services, the three (3) top firms scored highly in the evaluation process. By utilizing more than one (1) firm to provide these services, the City can achieve greater flexibility in turning over plan check reviews in a timely fashion. Individual plan check projects are assigned based upon the type of work to be performed as the expertise and experience of each firm varies. As demand for these external services continues to grow, this additional plan check resource will help the City meet this demand and fulfill development deadlines over the next several years.

The top three (3) ranked firms are familiar with the needs of the City, the requirements of the contract terms and conditions and Staff's expectations for timely turnaround on plan check reviews. The scope of services under these contracts will include on-call plan check of various plan types and reports such as:

- Rough/Precise Grading Plans
- Erosion Control Plans
- Water Quality Management Plans (WQMPs)
- Sewer Capacity Studies
- Hydrology and Hydraulics Reports
- Tentative Parcel/Tract Maps
- Lot Line Adjustments and Mergers
- Street Improvement Plans
- Storm Drain Plans
- Sanitary Sewer Plans

HR Green Pacific, Inc. and Bureau Veritas are currently providing the City with plan check services and their performance over the past several years has been excellent. Both firms have been responsive to the City's needs and have worked well with the various private teams developing projects in Placentia.

Therefore, Staff proposes the City enter into separate on-call agreements with three (3) consultants for plan check services. The cost of these services is paid in advance by project applicants and property developers. The consultants shall perform these services as described in each task order at the direction of the City Engineer, based upon the agreed cost per sheet basis as enumerated in the fee schedule that was recently adopted by the City Council.

FISCAL IMPACT:

The cost for plan checking services along with the City's overhead is offset by the plan check fees collected from developers and project applicants in accordance with the City's adopted Fee Schedule. Accordingly, sufficient funds exist to pay for these services on an on-going, as-needed basis.

Prepared by:

Chris Tanio
Deputy Director of Public Works/City Engineer

Reviewed and approved:

Jennifer Lampman
Director of Finance

Reviewed and approved:

Luis Estevez
Deputy City Administrator

Reviewed and approved:

Damien R. Arrula
City Administrator

Attachments:

1. Agreement with HR Green Pacific, Inc.
2. Agreement with NV5, Inc.
3. Agreement with Bureau Veritas North America, Inc.

CITY OF PLACENTIA
PROFESSIONAL SERVICES AGREEMENT
WITH
HR GREEN PACIFIC

THIS AGREEMENT is made and entered into this 21ST day of November, 2023 ("Effective Date"), by and between the CITY OF PLACENTIA, a municipal corporation ("City"), and HR Green Pacific., a California corporation ("Consultant").

W I T N E S S E T H:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide on-call development plan checking and entitlement review services as more fully described herein; and

B. WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. WHEREAS, City and Consultant desire to contract for the specific services described in Exhibit "A" (the "Project") and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in Consultant's Proposal ("Proposal"), attached hereto as Exhibit "A" and incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement. Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. Officers and employees shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City and within the hereinafter specified. Evaluations of the work will be done by the City Administrator or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

(a) Meet with Consultant to review the quality of the work and resolve the matters of concern;

(b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or

(c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.5. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. 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. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, a notice setting forth provisions of this non-discrimination clause.

Consultant shall, in all solicitations and advertisements for employees placed by, or on behalf of Consultant shall state that all qualified applicants will receive consideration for employment without regard to age, race, color, religion, sex, marital status, national origin, or mental or physical disability. Consultant shall cause the paragraphs contained in this Section to be inserted in all subcontracts for any work covered by the Agreement, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense. All insurance requirements contained in this Agreement are independently applicable to any and all subcontractors that Consultant may engage during the term of this Agreement.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have

access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "A." Consultant's total compensation shall not exceed Three Hundred Fifty Thousand Dollars ($ 350,000.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal or which is inconsistent with or in violation of the provisions of this Agreement unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable. Should the City request in writing additional services that increase the hereinabove described "SCOPE OF SERVICES", an additional fee based upon the Consultant's standard hourly rates shall be paid to the Consultant for such additional services.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the Effective Date.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit "A." The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party. If a delay beyond the control of the Consultant is encountered, a time

extension may be mutually agreed upon in writing by the City and the Consultant. The Consultant shall present documentation satisfactory to the City to substantiate any request for a time extension.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of three years, ending on November 21, 2026, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. One (1) two-year extension is available on Consultant performance and at the discretion of the City. Approval of the term extension is contingent upon City Council review and approval at the conclusion of the initial three-year term.s

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing at least fifteen (15) days prior written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City. If the City suspends, terminates or abandons a portion of this Agreement such suspension, termination or abandonment shall not make void or invalidate the remainder of this Agreement.

If the Consultant defaults in the performance of any of the terms or conditions of this Agreement, it shall have ten (10) days after service upon it of written notice of such default in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

The City shall have the right, notwithstanding any other provisions of this Agreement, to terminate this Agreement, at its option and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement, immediately upon service of written notice of termination on the Consultant, if the latter should:

a. Be adjudged a bankrupt;

b. Become insolvent or have a receiver of its assets or property appointed because of insolvency;

c. Make a general assignment for the benefit of creditors;

d. Default in the performance of any obligation or payment of any indebtedness under this Agreement;

e. Suffer any judgment against it to remain unsatisfied or unbonded of record for thirty (30) days or longer; or

f. Institute or suffer to be instituted any procedures for reorganization or rearrangement of its affairs.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including

the date of City's written notice of termination within thirty-five (35) days after service of the notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant. City shall not be liable for any claim of lost profits.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

(a) Broad-form commercial general liability, in a form at least as broad as ISO from #CG 00 01 04 13, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars ($1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit. If Consultant maintains higher limits that the specified minimum limits, City requires and shall be entitled to coverage for the high limits maintained by the Consultant.

(b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars ($1,000,000.00), combined single limits, each incident for bodily injury and property damage.

(c) Workers' compensation insurance as required by the State of California and Employers Liability Insurance with a minimum limit of $1,000,000 per accident for any employee or employees of Consultant. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers for losses arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

Before execution of this Agreement by the City, the Consultant shall file with the Public Works Director/City Engineer the following signed certification:

> I am aware of, and will comply with, Section 3700 of the Labor Code, requiring every employer to be insured against liability of Workers' Compensation or to undertake self-insurance before commencing any of the work.

The Consultant shall also comply with Section 3800 of the Labor Code by securing, paying for and maintaining in full force and effect for the duration of this Agreement, complete Workers' Compensation Insurance, and shall furnish a Certificate of Insurance to the Public Works Director/City Engineer before execution of this Agreement by the City. The City, its officers and employees shall not be responsible for any claims in law or equity occasioned by failure of the consultant to comply with this section.

Neither the CITY nor any of its elected or appointed officials, officers, agents, employees, or volunteers makes any representation that the types of insurance and the limits specified to be carried by Consultant under this Agreement are adequate to protect Consultant. If Consultant believes that any such insurance coverage is insufficient, Consultant shall provide, at its own expense, such additional insurance as Consultant deems adequate.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions as worded below:

(a) Additional insureds: "The City of Placentia and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."

(b) Notice: "Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required polices are reduced; (3) or the deductible or self-insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, Consultant shall forthwith obtain and submit proof of substitute insurance. Should Consultant fail to immediately procure other insurance, as specified, to substitute for any canceled policy, the City may procure such insurance at Consultant's sole cost and expense."

(c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Placentia, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Placentia shall be excess and not contributing with the insurance provided by this policy."

(d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Placentia, its officers, officials, agents, employees, and volunteers.

(e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self-Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance and endorsements shall be attached hereto as Exhibit "B" and incorporated herein by this reference.

5.5. Non-limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Administrator or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement. It shall be the Consultant's responsibility to assure that the Project Manager is kept informed of the progress of the performance of the services and the Consultant shall refer any decision, which must be made by City, to the Project Manager. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Project Manager.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement and who shall not be

changed by Consultant without the express written approval by the City. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement, or the work hereunder may be provided by personal delivery, facsimile or if mailed, shall be addressed as set forth below and placed in a sealed envelope, postage prepaid, and deposited in the United States Postal Service. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 72 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:	IF TO CITY:
HR Green Pacific 1260 Corona Pointe Court, Suite 305 Corona, CA 92879 Tel: 855-900-4742	City of Placentia 401 E. Chapman Ave Placentia, CA 92870 Tel: 714-993-8132
Attn: George A. Wentz	Attn: Chris Tanio

6.5. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.6. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California. Consultant agrees to submit to the personal jurisdiction of such court in the event of such action.

6.7. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.8. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings brought against the City, its elected and appointed officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence, recklessness, or willful misconduct by the Consultant, its employees,

and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, recklessness, or willful misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.9. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

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

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

6.11. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.12. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, preliminary notes, working documents, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City but shall be made available to the City within ten (10) days of request or within ten (10) days of termination. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, preliminary notes and working documents, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City. Consultant or Consultant's agents shall execute such documents as may be necessary from time to time to confirm City's ownership of the copyright in such documents.

6.13. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.14. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.15. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.16. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

6.17. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, the conflict shall be resolved by giving precedence in the following order, if applicable: This Agreement, the City's Request for Proposals, the Consultant's Proposal.

6.18. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.19. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.20. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.21. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.22. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.23. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. 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. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.24. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith

negotiations.

6.25. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF PLACENTIA,
A municipal corporation

_____ Date: _____
Damien R. Arrula, City Administrator

ATTEST:

_____
Robert S. McKinnell, City Clerk

CONSULTANT – HR Green Pacific, Inc.

George A. Wentz
_____ Date: 11/14/2023
Signature

George A. Wentz
_____
George A. Wentz, Vice President, PE

82-1518456
_____
Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

_____ Date: _____
Christian L. Bettenhausen, City Attorney

APPROVED AS TO INSURANCE:

_____ Date: _____

Krystle Murillo, Risk Manager

APPROVED AS TO CONTENT:

Chris Tanio Date: 11/14/2023

Chris Tanio, Deputy Director/City Engineer

DEPARTMENTAL APPROVAL:

Luis Estevez Date: 11/14/2023

Luis Estevez, Deputy City Administrator

EXHIBIT A

CONSULTANT'S PROPOSAL AND SCOPE OF WORK

EXHIBIT B

CERTIFICATES OF INSURANCE AND ENDORSEMENTS

HRGreen.
PACIFIC

1260 Corona Pointe Court | Suite 305
Corona, CA 92879
Main 855.900.4742 + Fax 713.965.0044
HRGREEN.COM

A. Transmittal Letter

October 26, 2023

City of Placentia
Chris Tanio, PE, Deputy Director/City Engineer
401 E. Chapman Avenue
Placentia, CA 92879

Re: On-Call Development Plan Checking and Entitlement Review Services, RFQ No. PW-23-04

Dear Chris and other Selection Committee Members,

HR Green Pacific, Inc. (HR Green), as a company and team members, has decades of experience providing on-call development plan checking and entitlement review services to a multitude of southern California agencies including the **City of Placentia**. We realize that you are committed to keeping Placentia a pleasant place by providing a safe family atmosphere, superior public services and policies that promote the highest standards of community life. We are committed to moving forward your exceptional quality of life while preserving your outstanding amenities and beautiful environment. Partnering with you, HR Green will elevate your image as a prestigious community and will help maintain your open, honest, responsive services by providing exceptional service with our innovative, high-quality, and synergistic entitlement and plan review model.

Our **Project Manager, Tina York, PE**, has been providing the City of Placentia with plan review services for 10 years. We know your city. Many of our key staff have served as Acting City Engineer for your city (**Marla Doyle, PE**) or as City Engineer to your neighbor (City of Fullerton - **Derek Wieske, PE**). We have also worked on several key city projects, such as the Transit-Oriented Development (TOD), Metrolink Station, and parking structure.

Our Understanding of the Scope of Work

HR Green prioritizes a staffing model that maximizes flexibility and responsiveness. Since 95% of our services are provided through on-call contracts to municipalities, we know it is crucial our staff be multi-faceted and provide maximum value by seamlessly transitioning between different duties, such as handling a variety of review types (private and public improvements) and/or a variety of plan types (grading, improvement, and survey). Because of our decades of experience serving public agencies and providing plan review services to Placentia and other municipalities. HR Green has the unique understanding of your needs. We provide constant communication and tremendous attention to detail—all within the promised turn-around time. We are committed to proactively impact Placentia for your residents, entrepreneurs, and investors. We will bridge the needs between your staff, project stakeholders, and the applicants to maintain project momentum and generate a product of which we are all proud.

Most of our team has an excess of 30 years' experience providing entitlement reviews and conditions of approval preparation and plan review for grading (mass, rough, and precise), erosion control, WQMP, hydrology and hydraulic studies, storm drains, streets, including street lights, signing and striping, traffic signals, traffic control plans, traffic studies), water, sewer and sewer studies, subdivision maps, and cost estimates, all supporting calculations, and fiber optics. Each entitlement project is reviewed so the project conforms to zoning, General Plan, and other City master plan documents. The review is written to provide clear direction for the development project. HR Green will submit all necessary documents to the City setting forth our findings and recommendations from an engineering perspective. The documents will include conditions of approval and mitigation measures tied to the development.

Each plan check project is compared to the appropriate Specific Plan (TOD requirements), the final map, and other improvement plans for the project to verify conformance and no conflicts. Utility plans are compared to the master plans. The plans also go through a thorough investigation for compliance to conditions of approval and comments/ coordination with other appropriate City departments, site plan/tentative map, federal, state, county, and City standards and regulations, municipal codes, ordinances, resolutions, statutes, policies, procedures, checklists, and City-approved format/preferences. Our survey review team provides review services for parcel and tract maps (tentative and final), right-of-way documents, legal descriptions, easements, dedications, ALTA survey maps, lot line adjustments, lot mergers, and reversion of acreage along with the required closure calculations. Each review is compared to the appropriate Specific Plan, tentative map, and other reference documents for the project to verify conformance and compliance to the subdivision Map Act, Land Surveyor's Act, mapping principles and practices and compliance to conditions of approval.

With our internal plan review coordination process, **GreenTREx**, and use of the Agiline Software, CityView360° module, we provide a smooth conveyance of information between the City and HR Green and project stakeholders—all within the prescribed turnaround times. We understand that the maximum turn-around time for projects may vary. HR Green strives to beat all expectations. Entitlement review turn-around times are dependent on the complexity of the site. For plan checking, we will meet or beat a 10 working day turn-around schedule. HR Green has the depth of resources to meet or beat any requested expedited schedules.

Our Differentiators

Unparalleled Local Knowledge. Key HR Green plan check staff and subconsultants are familiar with Placentia's specific qualities and requirements. As a current plan review provider, we have reviewed key developments in the city. Under prior contracts with Placentia, our staff has provided administrative support and review of five major grade separation projects. We assisted in the coordination of projects with your neighbor, the city of Anaheim, the Orange County Transportation Authority (OCTA), and have served in key public works positions with the cities of Placentia and Fullerton.

Understanding Transit Oriented Developments (TOD). We are familiar with the importance of the TOD to the city. The TOD has its own standards to create a walkable neighborhood located near the Metrolink Station. This essential development will provide for a mixture of housing, office, retail, and other amenities, generating thousands of jobs and revenue to the city.

Comprehensive Placentia Experience. As well as being your current plan check provider, our **Civil Plan Check Lead**, **Marla Doyle, PE**, provided contract City Engineer services to the City. **Bob Makowski**, our **Water Quality Lead**, was a longtime City of Placentia employee providing WQMP reviews and overseeing the water quality program. Currently, our subconsultant, **Dennis Janda, PLS**, signs survey documents as the City Surveyor. We also provide on-call engineering, including the design of Old Town Streetscape Improvements.

Plan Check Proficiency. Our core plan review team members have combined over 100 years of engineering services dedicated solely to plan review—providing the experience for thorough and accurate reviews.

One-Stop Shop. Given our familiarity with the City's strategic vision, economic development strategic plan, and General Plan, we seamlessly provide entitlement review and development plan checking services.

HRGreen.
PACIFIC

Industry-Leading Reputation. Innovative approach to electronic plan check and entitlement review services to 50+ Southern California agencies…Familiar with implementation and customization of a multitude of software platforms and on-line service software.

Transparency. Besides being always available to meet your needs by phone, email, or in person, we offer 24/7 access to project status and deliverables.

Proactive Management. Our **hands-on Project Manager**, **Tina York, PE**, brings 30+ years of renowned review management, including serving Placentia, Pomona, Palos Verdes Estates, water districts, and other nearby municipalities.

Responsiveness. HR Green is a hands-on, full-service consulting engineering firm ready to meet your plan check needs and support your growth / Corporate headquarters in Corona / Rapid response to the City.

Cradle-to-Grave Project Processing. We have taken many of southern California's high-profile land development projects from entitlement, reviews, approvals to inspection and ultimately City acceptance.

Maintain Aesthetically Pleasing Community. Since **HR Green** team members have served as City Engineers and Public Works Directors, we have the discerning eye required to meet the unique review requirements of Placentia.

Trusted Stewards to Protect Placentia. **Exclusively serve public agencies / NO CONFLICT OF INTEREST.**

Seamless Interface. Long-established relationship with our subconsultant, **Dennis Janda, Inc.** (survey services and map check).

Proactive Management

HR Green is an employee-owned firm founded in 1913 and celebrating our 110th anniversary. Our California corporate headquarters are conveniently located in Corona. **George Wentz, PE,** is our **Vice-President** of Operations in the western United States and will serve as your **Management Contact**. With three decades of experience, your **Project Manager, Tina York, PE,** is known for her innovative approach to plan review service and delivery and her commitment to close communication. Moreover, she will provide critical continuity to Placentia by virtue of serving as your Development Plan Checking Consultant Project Manager for the past 10 years.

We look forward to continuing our relationship with the City of Placentia and providing you with peace of mind and seamless staff integration.

Sincerely,

HR GREEN PACIFIC, INC.

Tina York, PE
Project Manager

George A. Wentz, PE
Principal-in-Charge / Vice President



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HRGreen PACIFIC

CELEBRATING 110 YEARS

ENR TOP500 Design Firms

RFQ No. PW-23-04 ON-CALL DEVELOPMENT PLAN CHECKING AND ENTITLEMENT REVIEW SERVICES

APPENDIX B

SUMMARY SHEET

Firm Name: HR Green Pacific, Inc.

Firm Parent or Ownership: Green Companies Inc.

Firm Address: 1260 Corona Pointe Court, Suite 305

Corona, CA 92879

Firm Telephone Number: 855.900.4742

Firm Fax Number: 713.965.0044

Number of years in existence: 110

Management Contact (person responsible for direct contact with the City of Placentia and services required for this Request for Proposal):

Name: George A. Wentz, PE Title: Vice President

Telephone Number: 855.900.4742 Fax: 713.965.0044

Email: gwentz@hrgreen.com

Project Manager (Person responsible for day-to-day servicing of the account):

Name: Tina York, PE Title: Project Manager

Telephone Number: 855.900.4742 Fax: 713.965.0044

Email: tyork@hrgreen.com

Types of services provided by the firm: Development Plan Checking, Entitlement Review, Civil Engineering, Design, Project/Program Management, Construction Management, Inspection, Broadband Consulting (Planning, Review, Design, Construction Management), Asset Management, Building & Safety (Plan Check, Code Enforcement, Administration, Permit Processing, Inspection), GIS

Project Team Organization Chart

HR Green has brought together our most experienced team to assist the City of Placentia with your Development Plan Check and Entitlement Services.



Additional Staff Available As-Needed

Staff Capabilities

Below please find a brief overview of our proposed staff members, roles, and their capabilities

Staff Name	Role	Years of Experience	Electronic Review	Orange County Area Experience	Placentia Experience	CAPABILITIES: Entitlement Review	Subdivision Maps	Hydrology and Hydraulics	Grading Plans	Water, Storm and Sewer Plans	Traffic Studies	Water Quality Management Plans	Fiber / Small Cell Review	Routing/Processing
Key Personnel														
Tina York, PE	Project Manager	36	●	●	●	●	●	●	●	●	●	●	●	●
George Wentz, PE	Principal-in-Charge	52	●	●	●	●	●	●	●	●	●	●	●	●
Derek Wieske, PE	Assistant Project Manager	33	●	●	●	●	●	●	●	●	●	●	●	●
Marla Doyle, PE	Plan Check Task Leader	42	●	●	●	●	●	●	●	●	●	●		●
James Xiong, PE	Senior Plan Checker	35	●	●	●			●	●	●				●
Carolina Fernandez	Entitlement Reviewer Task Leader	9	●	●	●	●	●	●	●	●				●
Desiree Flores, PE	Entitlement Reviewer	10	●	●	●	●	●	●	●	●				●
Derrik Mills, PE, CFM (CO, TX)	Hydrology & Hydraulics Review Task Lead	10	●					●	●	●		●		●
Bob Makowski	Water Quality Review Task Lead	22	●	●	●							●		●
Mike Myers, PE	Subdivision Maps Task Lead	46	●			●	●	●	●	●	●	●		●
Dennis Janda, PLS	Subdivision Maps Reviewer	42	●	●	●	●	●							●
Brian Jahn, PE (TX)	Design Team (Traffic Design)	38	●	●	●				●		●			●
Ken Price, CGCIO, CCM	Fiber/Small Cell Review Task Lead	39	●										●	●
Kimberly Evans	Engineering Technician	24	●	●	●									●
Support Personnel														
Miranda Martin	Plan Reviewer	15	●					●	●	●				●
Jeremy Evans	Plan Reviewer	2	●	●	●			●	●	●				●
Lillyanna Diaz	Entitlement Reviewer	6	●	●	●	●	●	●	●	●	●			●
Monica Pangco	Entitlement Reviewer	3	●			●	●	●	●	●				●
Cody Hightower, CFM	Hydrology & Hydraulics Reviewer	4	●					●	●	●				●
Mohamed Worayeth, PE (CO)	Water Quality Reviewer	37	●	●	●			●	●	●		●		●
Allen Peterson, CCM	Fiber/Small Cell Reviewer	35	●										●	●



Tina York, PE

Project Manager

Tina has 35+ years of experience focusing on civil plan review, project management, civil engineering, site grading and drainage design, and review of hydrology and hydraulics studies. She has also performed construction inspection for municipalities. Having overseen plan review services for 50+ agencies, she has customized plan review reports and tracking logs, checklists, and budgetary worksheets for tracking project costs. Tina has also managed a web-based plan check tracking system to give agency staff 24/7 project status and implemented electronic plan checking to enhance communication, reduce review times, and save money. She is proficient with many software applications, including: Accela, LMS, NewForma, BluBeam Revu, TRAKiT, Adobe, and e-PlanSoft.

EXPERIENCE

35+ Years

EDUCATION

BS, Civil Engineering

REGISTRATION / LICENSE

Registered Civil Engineer, CA #46367

SELECTED PROJECT EXPERIENCE

- **Plan and Map Review, City of Placentia.** Project Manager for the past 10 years, responsible for the review of grading plans, improvement plans, sewer and water studies, hydrology/hydraulic studies, bond estimates, and/or WQMPs on an as-needed basis. Plans have ranged from minor to major residential subdivisions and commercial/ industrial sites, including the Metrolink Station, parking structure, award-winning grade separation projects (OC Bridges), and Transit-Oriented Development. Track projects from first submittal to agency acceptance via web-based system and uses electronic plan reviewing.
- **Plan and Map Review, City of Anaheim.** Plan Reviewer/Project Manager for review of grading plans, improvement plans, sewer and water studies, hydrology/hydraulic studies, and bond estimates on an as-needed basis.
- **Plan and Map Review, City of Laguna Hills.** Project Manager for review of Five Lagunas Malls including grading plans, improvement plans, sewer and water studies, hydrology/hydraulic studies, bond estimates on an as-needed basis. Tracked projects from first submittal to agency acceptance via web-based system and uses electronic plan reviewing.
- **Plan and Map Review, Various Orange County Area Agencies** Project Manager for review of grading plans, improvement plans, sewer and water studies, hydrology/ hydraulic studies, and bond estimates, including permit county staff augmentation for the City of Huntington Beach and County of Orange with a heavy focus on electronic plan review and expedited requests for major developments.
- **Plan and Map Review, City of Jurupa Valley.** Plan Reviewer/Development Services Manager for review of grading plans, improvement plans, sewer and water studies, hydrology/hydraulic studies, and bond estimates on an as-needed basis.
- **Plan and Map Review, City of Palos Verde Estates.** Plan Reviewer/Project Manager for review of grading plans, improvement plans, sewer and water studies, hydrology/ hydraulic studies, and bond estimates on an as-needed basis.
- **Plan and Map Review, City of Pomona.** Plan Reviewer/Project Manager for review of grading plans, improvement plans, sewer and water studies, hydrology/hydraulic studies, and bond estimates on an as-needed basis.



George A. Wentz, PE

Principal-in-Charge (Management Contact)

George serves as HR Green Vice President and serves on the Board of Directors. He brings 50+ years of administrative, management, and local government related experience, focused on delivering consulting support to public agencies. He has served as City Manager, Assistant City Manager, Public Works Director, City Engineer, Building Official, Planning Director, Traffic Engineer and Economic Development Manager. George has directed and administered projects, which range from city and county support to contract services. His responsibilities have ranged from accountability for day-to-day completion of activities associated with a contract to Principal-in-Charge of particular projects. His managerial experience and high level of success is well documented and recognized by the agencies he has served.

He is recognized in the field as having a unique talent in working well with city councils, county boards, commissions, committees, ad-hoc groups, managers, administrators and staff to achieve desired agency results. He has focused on the master planning and implementation of high-profile, revenue-producing developments, golf courses, and mixed-use resort communities. Moreover, he has served as a development manager, responsible for identifying specialty designers, contractors, and operators; preparing and maintaining documentation; incorporating applicable procedures and standards into design and construction documentation; coordinating closely with agency, developer, city departmental staff, approving agency, and community stakeholders; facilitating community outreach; and coordinating project management, estimating, constructability, and scheduling efforts.

EXPERIENCE

50+ Years

EDUCATION

BS, Civil Engineering
MS, Public Administration

REGISTRATION / LICENSE

Registered Civil Engineer, CA, #43273

SELECTED PROJECT EXPERIENCE

- **On-Call City Development Review + Engineer/Public Works Engineering, Various Southern California Municipalities.** Principal-in-Charge for the delivery of staff augmentation, contract City Engineer/Public Works Director, and other engineering support to deliver the planning, design, and construction of CIP project/programs and land developments. Agencies he has served in this role include, but are not limited to: **Placentia**, Laguna Hills, Irvine, Anaheim, Yorba Linda, Rolling Hills Estates, Rolling Hills, Hemet, Lake Elsinore, Azusa, Palm Desert, and La Quinta.
- **Engineering and Building & Safety Services, Cities of Jurupa Valley and Palos Verdes Estates.** Principal-in-Charge responsible for oversight of Community Development, Engineering, Public Works, Building & Safety, Construction Management, and Inspection. Under George's leadership, HR Green has provided all City Engineering, Public Works, Building/Safety and Construction Management/Inspection contract services to these communities. He has played a role in providing staff continuity and consistently meeting/exceeding performance metrics while, in Jurupa Valley, facilitating the recruitment of strategic new development activity in the community.
- **Plan Check and Inspection, County of Orange.** Principal-in-Charge for building and civil plan review, inspection, permit counter staffing, and planning efforts for the 23,000-acre Ranch Plan (Rancho Mission Viejo), the County's largest development.

D. Allocation of Resources

Development Plan Checking and Entitlement Review + Staffing Resources

HR Green has helped 50+ cities/counties achieve a 98% turnaround review success rate by utilizing a combination of the same staff (on- and off-site), electronic plan review, digital commenting, continuous code training/workshops, pre-development meetings, staff augmentation reviews/ support, and ongoing collaboration with developers/engineers throughout the review process. Providing in-depth entitlement reviews and thorough plan reviews are essential for life safety and welfare of the public. **We have no limits or restrictions of how many entitlement or plan reviews our staff can handle at one time.** With offices and staff throughout Southern California and across the nation, we have a deep bench of reviewers available on an as-needed basis.

Proven Process to Allocate Staffing Resources

HR Green believes that a proactive approach to Quality Assurance/Quality Control (QA/QC) is essential to the success of any project, and a formal QC process should be built into every project undertaken. Quality control is more of a philosophy than a separate set of tasks or activities, and a quality control plan is only the documentation of that philosophy and approach.

The most critical aspect of quality control includes building quality into the project from the very beginning. HR Green has built our QA/QC Program for Plan Check Review into our standard process, so that the quality of our services is automatically taken into account with every plan check we undertake. We understand that quality is not a separate element or distinct event that is added in at the last minute through reviews. The belief in the importance of quality control is part of our company's culture.

To help assure that submittals are properly handled, and work hours are optimized, HR Green has a proven internal plan review coordination process, **GreenTREx**, to make certain that each plan received is properly processed and returned on time. Our **GreenTREx** development review process/program allows us to efficiently complete plan tasks concurrently. This is a formalized and integrated process whereby **Technician** data input and processing, **Review**, and **Experienced** professional staff manage quality control functions that are consistently implemented on each and every project. This allows multiple HR Green staff to assist at any point during the processing, review, and approval phases.

The Project Manager, as the person with overall responsibility for the technical work, consistently monitors the entire QA/QC process. They are accountable for project quality. On projects with greater complexity or size, the Project Manager can verify compliance with the QC process by assigning QA Auditors to perform an audit of the QC process prior to all milestone submittals. If QA Auditors are not assigned, the QA audit is the responsibility of the Project Manager.

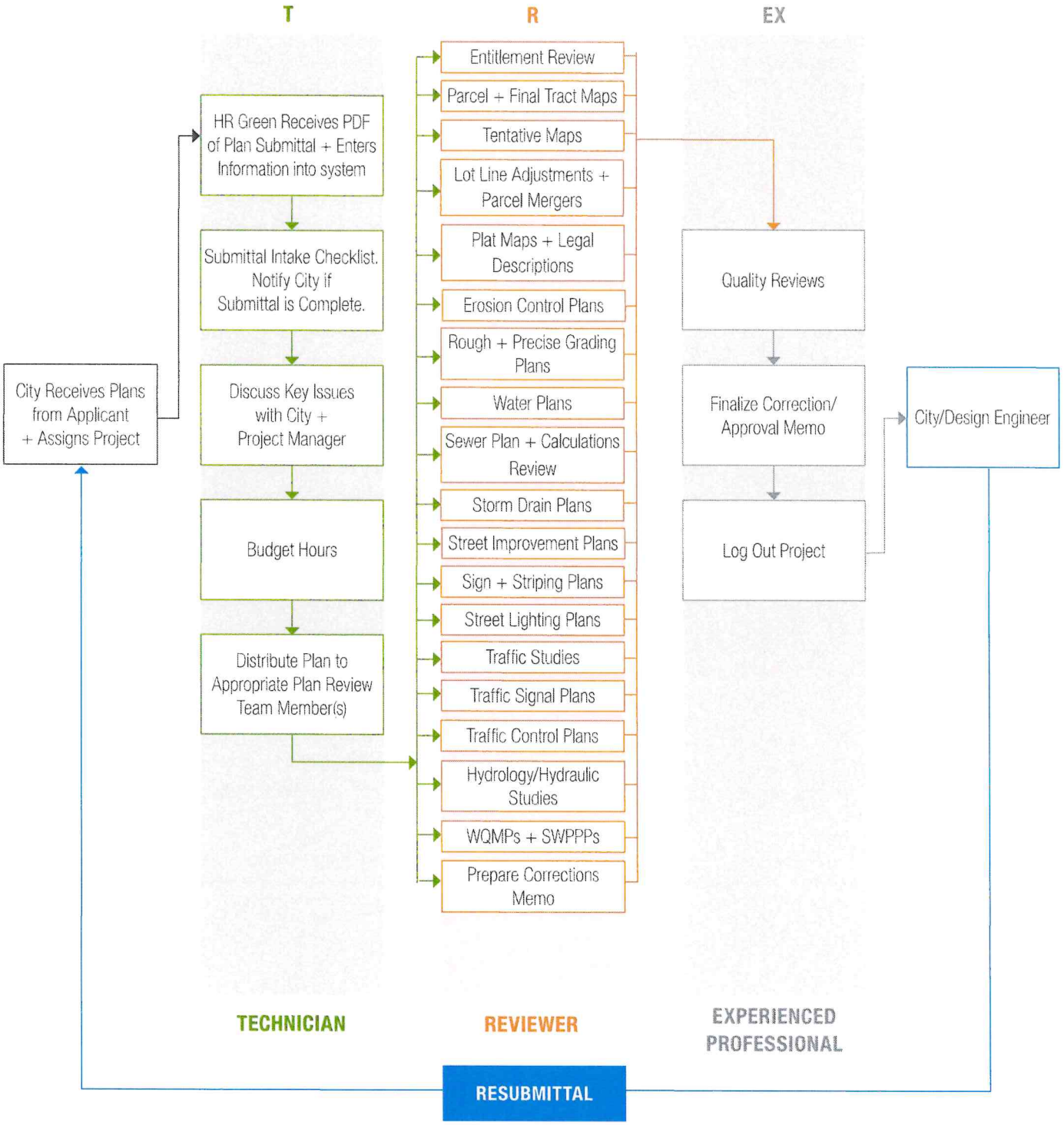
Regardless, the QA audit will review all documents to verify:

- All items have been checked, back-checked, rechecked, and reviewed with check prints filed.
- Check prints and check print stamps were used.
- All computer generated calculations have been checked.
- Spot checking "original" documents to see that corrections noted on check prints have been made and to verify that client and regulatory review comments have been addressed.
- Proper specifications are being used; i.e. specific forms corresponding to project funding, client-specific forms, etc.
- Proper CADD standards are being used whether they are HR Green's or the client's standards.
- Proper design standards are being followed. The plan and document submittal checklists have been reviewed for completeness and checked off. These checklists will become a part of the quality control file.

The audits will include constructive criticism regarding such items as clarity, accuracy, completeness, guidelines, etc. The results of the audits will be documented and communicated to all members of the project staff. Any follow-up corrective activity required will be noted and initiated as appropriate.

An illustration of our **GreenTREx** process is on the next page.

DEVELOPMENT PLAN CHECKING + ENTITLEMENT PROCESS



Electronic Review Resources

HR Green utilizes proven electronic plan processes that save time and costs of printing, delivering, handling and storing copies of plans for review. Our plan check leaders are industry-recognized thought leaders in advancing the robustness of paperless entitlement and plan review solutions. **Our Project Manager, Tina York, PE,** and other HR Green plan check professionals have served as technical advisors to ePlanSoft to incorporate new tools and refine their integrated electronic plan check solution.

We are proficient in numerous electronic plan review systems and are constantly working with agencies and applicants to move exclusively to a paperless environment. This is critical on larger, multi-disciplined projects where there may be overlap between design disciplines. Comments from each review are summarized electronically by our staff. Comment responses can be added and included with each submittal to verify that all comments have been addressed. This approach has been effective in resolving comments at early stages, avoiding repeat comments by reviewers, and coordinating responses among disciplines.

A ROBUST ELECTRONIC PLAN CHECK PLATFORM OFFERED FREE TO PLACENTIA

HR Green utilizes **proven electronic plan review processes that save time and costs of printing, delivering, handling, and storing copies of plans for review**. Our plan check leaders are industry-recognized thought leaders in advancing the robustness of paperless plan review solutions. Our plan check team has served as technical advisors to various software providers to incorporate new tools and refine the latest release of their integrated electronic plan check solutions. We are proficient in using electronic plan review systems and constantly work with agencies and applicants to move exclusively to a paperless environment. This is critical on larger, multi-disciplined projects where there may be overlap between design disciplines.

In conjunction with our extensive knowledge of numerous permitting and plan tracking systems, we are currently working with Agiline Software, a leading software development firm, and their CityView360°module to seamlessly upload, track and review plans. This software can interface with most cloud-based platforms utilized by agencies and can **provide a seamless conveyance of information between the City and HR Green at NO COST to the City of Placentia**. This is a great example of how HR Green takes one of our core values, **Operational Excellence,** to heart, not just for our own operation but for our clients as well.

Collaboration & Communication Resources

AUGMENTING REVIEW SERVICES THROUGH ON-LINE COMMUNICATION

Tina York, PE, is a hands-on Project Manager. Tina will be 100% available to the City of Placentia during this contract. She actively monitors all services and has a goal to get plans approved or conditions finalized at third submittal. She will confer and/or meet with the City, developers, engineers, surveyors, and contractors. She will prepare agendas and attend all coordination meetings including meetings to discuss redlined comments for entitlement, land development civil or survey reviews, and utility permit reviews and other potential issues which may delay projects timely completions. Tina, together with our Engineering Technician, will provide you with the deliverables for review projects (transmittal, redlines, comment letter, and checklists) at or ahead of the required project schedule. Our files are always accessible to you through CityView360° and will be delivered as a final package upon project acceptance. Tina is thoughtful, straight-forward, and a proven professional. The City can trust and have confidence in her, the HR Green team, and the final work product.

For nearly two decades, the HR Green team of reviewers has implemented proven electronic solutions that save time and costs of printing, delivering, handling, and storing copies of plans, documents, and survey records. Our plan check leaders are industry-recognized thought leaders in advancing the robustness of paperless solutions. Tina and other HR Green professionals have served as technical advisors to paperless data management/reporting software solution providers to incorporate new tools and refine electronic solutions. We leverage and are proficient with various software solutions (e.g., Bluebeam Revu, Adobe, Accela, TRAKiT, EnerGov, Agiline, ePlanSoft, etc.) to not only create a paperless environment, but also provide healthy reporting for smart decision-making. We are constantly implementing the latest tools available in software. Currently, we are working with Agiline Software, a leading software solutions firm. Their CityView360° module allows for the seamless interface with Accela to upload, track, and review of plans. This portal is available on day one at NO COST to the City of Placentia.

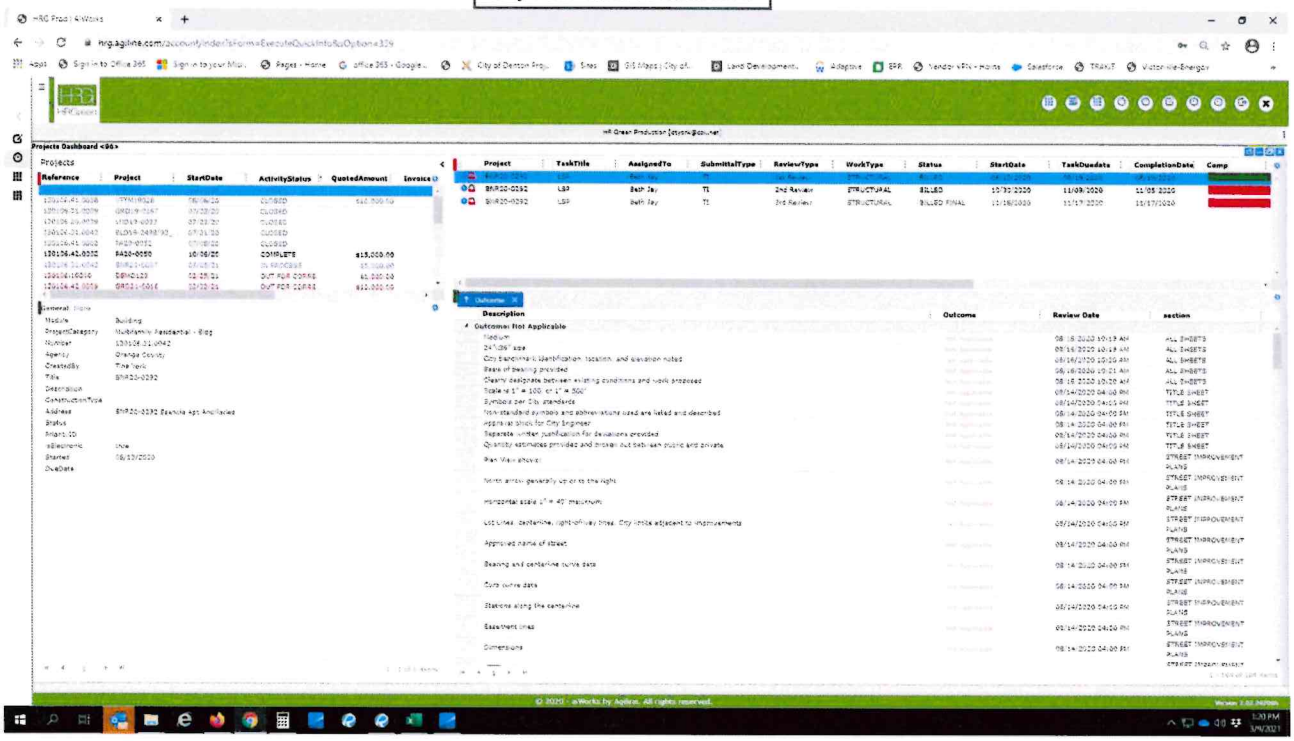
CityView360° makes it easy to connect and visualize your information. You will have 24/7 real-time access to accurate and reliable data and information in order to see trends, make informed and timely decisions, and undertake long-term strategic planning.

Agiline Software's CityView360° is a comprehensive tool to collect, validate, transform, organize, present and act on information received from several data sources. CityView360° makes it easy to connect and visualize your information using rapid application development. Agiline has seamlessly integrated with various software solutions and created very informative reports and key performance indicators (KPI) reporting.

By utilizing CityView360°, the City of Placentia will have real time access to plan review status and comments as well as reviewer assignments and budgets. These reports will provide your leadership with confidence that KPIs and dashboard data are being tracked.

CityView360°

CityView Client Dashboard



E. Understanding of Scope of Work

Scalable Solutions to Enhance & Maintain Your Strategic Objectives

The City of Placentia has a nearly 200 year storied history. Having partnered with the City for nearly a decade (some staff served the City longer with other firms), we understand your development standards and requirements as well as your key objectives to provide constructive and collaborative services. As a "pleasant" place to live, you require the teaming efforts of a consultant that will protect your quality of life while enhancing your service delivery.

HR Green's primary focus is to meet the City's goal to maintain your high standards of community life for residents and visitors by providing superior public safety, exceptional service delivery, and outstanding amenities. Your goals will be met through our dynamic and progressive practices. We have built proven processes that have been effectively utilized for 50+ federal, state, regional, and municipal clients nationwide.

Land Development Plan Check

"LEVELING UP" THE REVIEW PROCESS

HR Green has a proven internal plan review coordination process, **GreenTREx** (see page 11), which facilitates that each plan received is properly processed and returned on time. Our **GreenTREx** review process/program allows us to efficiently complete plan review tasks concurrently. This is a formalized and integrated process whereby **T**echnicians manage data input and processing, the appropriate staff members **R**eview, and **Ex**perienced staff manage quality control functions that are consistently implemented on each and every project. This allows multiple HR Green staff to assist at any phase of the processing, review, and approval.

PROCESSING NEW DEVELOPMENT/ENHANCING COMMUNITY ENGAGEMENT

Entitlement Review - Since maintaining an effective entitlement process is critical to support a thoughtful community development program, HR Green will work closely with Placentia's planning team, meet with prospective developers and their engineers, and participate in meetings early in the planning process to collaboratively shepherd projects through to construction. Our team of engineers have taken projects from "cradle to grave". We have worked with Planning Departments in multiple agencies to move applications through the entitlement process by writing the engineering Conditions of Approval and coordinating with the plan reviewers and field inspectors. We communicate often with Planning Departments to develop a common understanding of project goals, the entitlement process, and city expectations to efficiently maintain project momentum.

HR Green embraces the future and is evolutionary, bringing fresh and new ideas, using the latest technology, advanced permitting, and project software. Our plan check team has been providing electronic plan reviews for over two decades. While we still do the hard copy reviews when requested, well over 90% of our reviews are completed electronically.

Civil Engineering Design Plans – Most of our plan review team members have more than 20 years of experience providing plan review for grading (mass, rough, and detailed), erosion control, WQMP, hydrology and hydraulic studies, streets, street lights, signing and striping, traffic signals, traffic studies, water and sewer plans and studies, storm drain studies, all supporting calculations, and utility permits including small cell and fiber optics. Each plan is compared to the appropriate Site Plan, map, and other improvement plans for the project to verify conformance and no design conflicts. Water, sewer, and storm drain plans are compared to the master plans. The plans also go through a thorough investigation for compliance with the conditions of approval, Federal, State, County, and City standards and regulations, Municipal Codes, Ordinances, Resolutions, policies, procedures, checklists, and City approved format/preferences.



Subdivision Map Review – Our survey review team is conversant in the requirements of the California Subdivision Map Act. The review of each tentative map, parcel or final tract map, legal description, lot line adjustment and easement deeds include the coordination of the documents submitted for review (map, closure calculations, etc.) and compliance with the City's Municipal Code, Resolutions, Specific Plans, Conditions of Approval, Tentative Map, checklists, and City approved format/preferences as well as Orange County requirements.

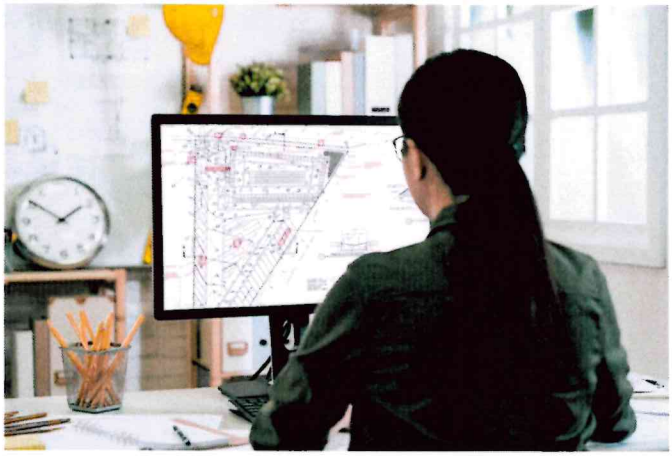
All documents are turned around on-time or ahead of schedule. The redlines, a comprehensive comment letter, and checklist are provided to all stakeholders, if necessary. HR Green earnestly seeks to meet or beat your expectations. We are able to meet the most hard-hitting schedules with a near perfect track record. The County of Orange had an aggressive schedule and we have met or beaten this schedule better than 98% of the time.

PLAN & ENTITLEMENT REVIEW METHODOLOGY

We are proficient in numerous electronic plan review systems. This is critical on larger, multi-disciplined projects where there may be overlap between design disciplines. Comments from each review are summarized electronically by our staff. The designer can add responses to the plans or the corrections memo and include with each submittal to verify that all comments have been understood, accepted, and addressed. This approach has been effective in resolving comments at early stages, avoiding repeat comments by reviewers, and coordinating responses among disciplines.

STEP 1 - PRELIMINARY DISCUSSIONS

Prior to beginning our initial review project, the Plan Review Manager or Entitlement Task lead and Engineering Technician will review the submittal for completeness and areas of design concern. If necessary, we will conduct a meeting or conference call with the applicant and City staff to discuss the concerns, local code policies, documentation procedures, plan processing protocols, plan review checklist items, and scheduling.



STEP 2 - INITIAL REVIEW

Once HR Green receives a complete set of plan documents, we will perform our review in the agreed-upon timeframe either writing conditions of approval for entitlement review projects or, checking for compliance to all applicable codes and standards plan checking projects. All corrections are identified based on compliance with the following specified resources:

- City Standards, Codes, Ordinances, and Regulations
- Orange County Standards, Codes, Ordinances, and Regulations
- Orange County Drainage Design Standards
- Orange County Hydrology Manual
- Orange County Local Drainage Manual
- Caltrans Highway Design Manual
- Caltrans Traffic Manual
- Caltrans Standard Plans & Specifications
- California Manual on Uniform Traffic Control Devices
- American Water Works Association Standards & Guidelines
- State Water Resources Control Board Guidelines
- MS4 Permit
- Air Quality Management District requirements

Marked up plans, the corrections memo or draft conditions of approval, and a transmittal will be sent electronically (or by overnight if hard copy submittal) to the City and/or the applicant.

STEP 3 - RECHECKS

Upon receipt of the resubmittal package, we will verify that the resubmittal package is complete. We will assign the package to the same reviewer who provided the prior review and perform a recheck in the agreed-upon timeframe. This process will be repeated until the project plan documents are ready to be conditioned or recommended for approval.

Upon completion of the plan review, should there be a significant amount of comments still to be addressed or if there is a significant issue, a meeting between our staff, the City, applicant and their representatives will be coordinated so that all parties understand the expectations.

STEP 4 - FINAL CONDITIONS OR PLAN APPROVAL

Once all comments have been addressed, HR Green will provide the City with the final conditions of approval for our entitlement reviews or a letter recommending plan approval for plan reviews.

Demonstrated Record

COMPLETING PROJECTS ON-TIME/ WITHIN BUDGET

HR Green has been nationally recognized for delivering efficient and cost-effective plan review and staff augmentation services for some of the nation's largest developments. We have reviewed plans for the nation's 10 largest developers, leveraging electronic plan check/ paperless platforms for over 20 years, and are recognized by both municipalities and developers for creating a constructive, win-win review and approval process on time and within budget.

We have consistently maintained a 95+% turnaround around review schedule success rate. For example, for the County of Orange we exclusively used a paperless solution and had a 98% turnaround around review schedule success rate. Some other larger projects HR Green and/or our staff have reviewed and processed include the Placentia developments of Vista Rose, Hudson, Van Buren Industrial Development, and the Metrolink Station.

Supplemental Service - Technology Reviews

PROVEN EXPERIENCE

Placentia FiberCity® is being built citywide, enabling every household opportunity to connect, closing the digital divide.

HR Green is particularly qualified to assist the City with monitoring micro-trenching, street cuts, and fiber deployment/connectivity that are compliant with applicable permits, City standards and requirements and future proof your city, bring more provider choices, and enable Smart City applications. HR Green worked with the City of Pico Rivera to develop a Fiber Optic Master Plan to help the City control its destiny by deploying a converged network and connected infrastructure model for future development. Pico Rivera subsequently selected SiFi Networks as its broadband provider and construction is underway.

HR Green provided technical review of SiFi's proposed microtrenching deployment specifications and coordination of initial planned colocation builds. We are also scheduled to provide plan review of SiFI's citywide deployment in Escondido, another FiberCity®. Also, as Fullerton's City Engineer, Derek Wieske, PE oversaw the construction of SiFi's citywide fiber deployment.

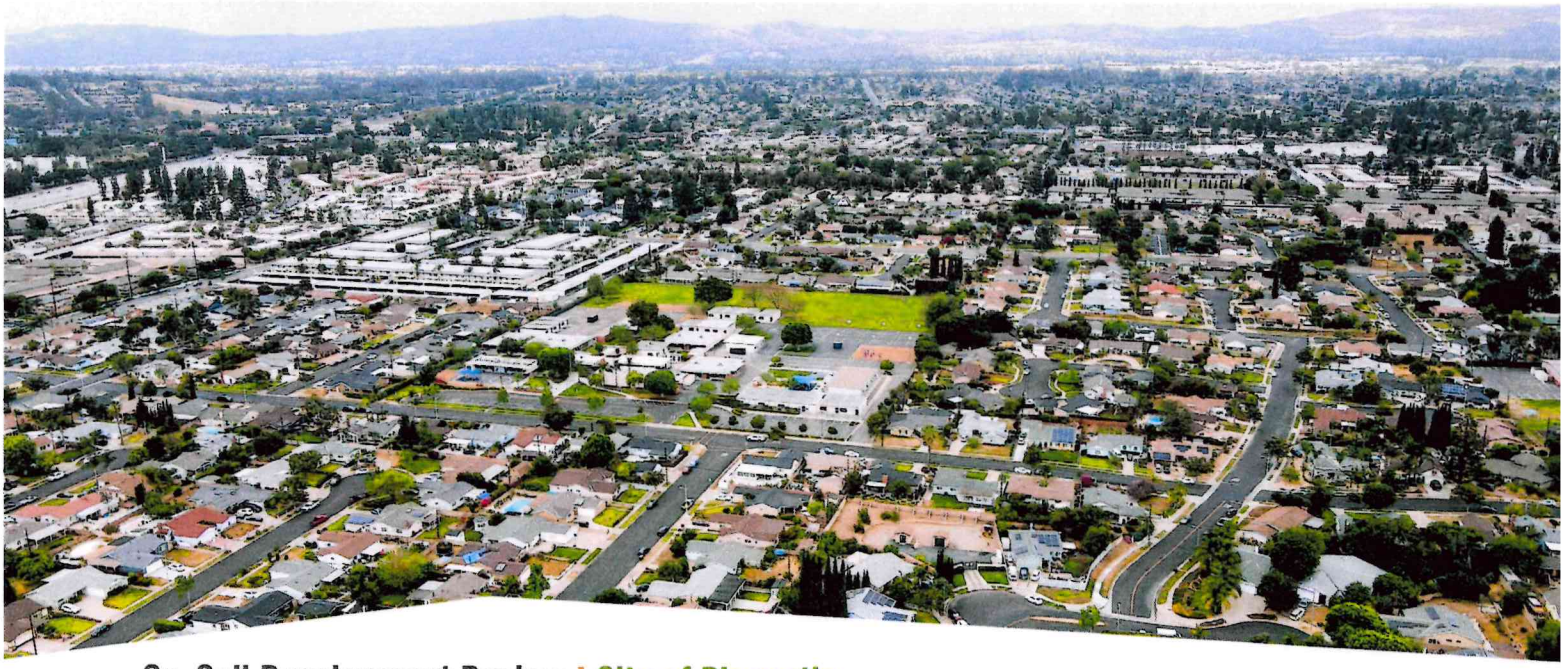
HR Green is at the forefront of review and implementation of broadband, fiber optics, small cell, and 5G technology. The September 26, 2018 FCC (Federal Communication Commission) Small Cell Preemption Order was meant to accelerate small cell and 5G deployment nationally. HR Green has helped more than 20 cities nationally, including the California cities of Beverly Hills, Pasadena, Malibu, Jurupa Valley, Redlands, and Palos Verdes Estates maintain a significant amount of authority and flexibility by negotiating win-win outcomes that benefit carriers while addressing key community concerns, such as aesthetics, availability of high-speed telecommunications, and public safety. Services HR Green has performed for various counties and municipalities include, but are not limited to, public policy development, design standards development, plan review, permit processing, co-location agreements, and construction inspection.

Schedule

HR Green has consistently maintained a 95+% turnaround success rate for our clients across the nation. We are committed to providing the City of Placentia with the following turnaround times:

HR Green's Development Review Turnaround Time	
Service Description	**HR Green Commitment**
DEVELOPMENT PLAN REVIEW	
First Submittal	10 business days or less
Second Submittal	10 business days or less
Third and Subsequent Submittals	10 business days or less
DEVELOPMENT ENTITLEMENT REVIEW	
First Submittal	Varies based on project complexity. HR Green will discuss the timeline with City staff and strive to beat the expectation.
Second Submittal	
Third and Subsequent Submittals	

F. References



On-Call Development Review | City of Placentia

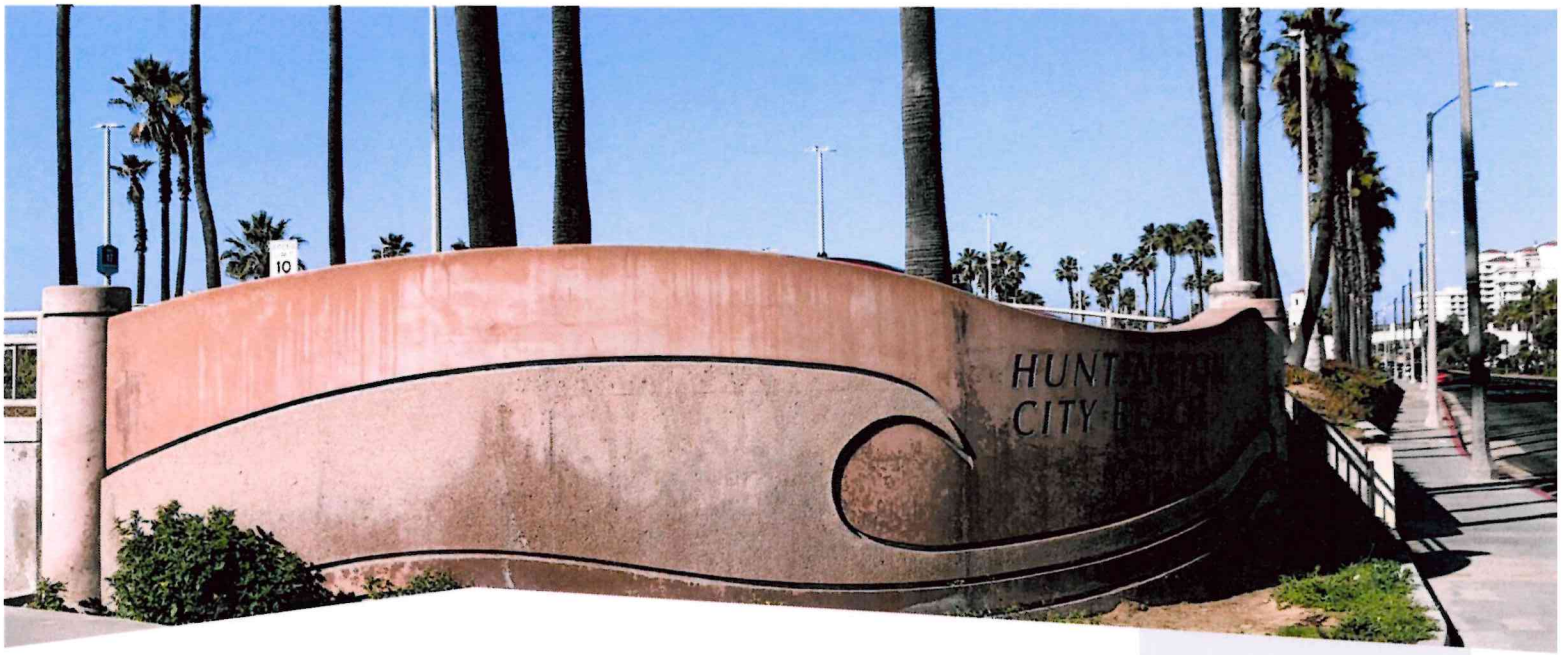
HR Green is under contract to provide on-call engineering services. Over the years this has included plan check, city engineering, design, construction management, inspection, and project management services. Our interim City Engineer was certified QSD/QSP and coordinated stormwater compliance efforts for the City. Our staff continue to provide plan check and WQMP review, consistently meeting the City's 15/10/5 working day turnaround review schedule. Our reviews for 35%, 65% and 100% PS&E submittals verify conformance with City standards for roadway geometrics, storm drain plan and profiles, hydrologic/hydraulic reports, sewer plans and profiles, street lights, signing and striping details, traffic control plans, water quality reports, landscape and irrigation, and bridge and retaining wall aesthetics. We also coordinated meetings with utility agencies, especially Golden State Water Company, relating to the construction of a new water well site and the abandonment of the existing site adjacent to the new station.

One of our proposed WQMP reviewers and environmental engineer specialists served as Environmental/Police Services Supervisor responsible for successfully managing the City's Water Quality Program. He spearheaded all City CIP projects from inception to completion (establishing schedules and coordinating methods to meet target deadlines). He effectively performed all site inspections; implemented continuous improvement strategies that facilitated cost effective solutions, saving the City a significant amount of money; implemented "green" initiatives; provided effective training and leadership for new hires regarding code enforcement practices and procedures; developed and coordinated fiscal budget preparation for the Code Enforcement Division and Environmental programs; and monitored revenues and expenditures and prepared analysis reports and forecasts.

Representative Plan Check Projects

HR Green has provided Plan Check services on the following project (all projects included grading, erosion control, drainage, street, and sewer reviews):

- Metrolink Station
- Van Buren Industrial Development
- Orchard Highlands Development
- Alta Vista Development



On-Call Development Review | City of Huntington Beach

The City of Huntington Beach is a seaside community located in Orange County with an estimated population of over 200,000 residents, making it one of the largest cities in the county. The City's Public Works Department is responsible for a variety of services, including maintaining the city's streets, sidewalks, and storm drains, as well as overseeing the city's water supply, wastewater management, and solid waste collection. The department also manages city facilities such as parks, playgrounds, and public buildings. In addition, the department is responsible for ensuring compliance with state and federal environmental regulations, promoting sustainable practices, and coordinating emergency response efforts.

REFERENCE

Bob Milani
Principal Civil Engineer

City of Huntington Beach
2000 Main Street
Huntington Beach, CA 92648
P: 714.255.3478
E: bob.milani@surfcity-hb.org

In order to provide prompt customer service, the Development Services Division of Public Works needed to support Huntington Beach's staff with an outside consultant. HR Green was selected to provide engineering plan review services on an as-needed basis due to our demonstrated expertise in local hydrology as well as our experience in full service engineering plan review of diverse development projects. With the changing requirements and increased demands for accessory dwelling units (ADU) on existing residential home sites, HR Green has provided full-service civil plan review to meet the demand and provide the City's residents with prompt and thorough comments to allow swift and trouble-free approval.

Recently, the City had an urgent need to fill an Engineering Technician counter position that was temporarily vacated by staff on leave. HR Green was able to provide the staff within a week.



On-Call Development Plan Checking and Entitlement Review Services | City of Jurupa Valley

Since Jurupa Valley's 2011 incorporation, the City has undergone robust development activity centered around new residential, industrial, and commercial projects. The City faced an overwhelming need for comprehensive plan review services to meet future City needs.

Our staff created the development review and approval process, customized checklists/forms, and tested/implemented/continuously utilize Accela as the City's automated permitting system with a seamless CityView 360° interface. We have also assisted with the development of engineering design standards and guidelines to facilitate the plan reviewing process.

Our staff members have served as City Engineer, City Surveyor, on-site engineers, plan reviewers, and inspectors to provide a comprehensive turn-key land development solution. Our staff has customized plan review checklists, leveraged electronic plan review, digital commenting, and mobile apps for web-based field inspections in real time; established development review processes; and consistently hold developer workshops and pre-planning meetings to facilitate the entitlement process. We have processed grading plans, improvement plans, architectural plans and maps for thousands of new residential units. HR Green also serves as the City NPDES Program Manager, overseeing compliance with federal, state, and regional water quality requirements.

REFERENCE

Rod Butler
City Manager

City of Jurupa Valley
8930 Limonite Avenue
Jurupa Valley, CA 92509
P: 951.332.6464
E: rbutler@jurupavalley.org

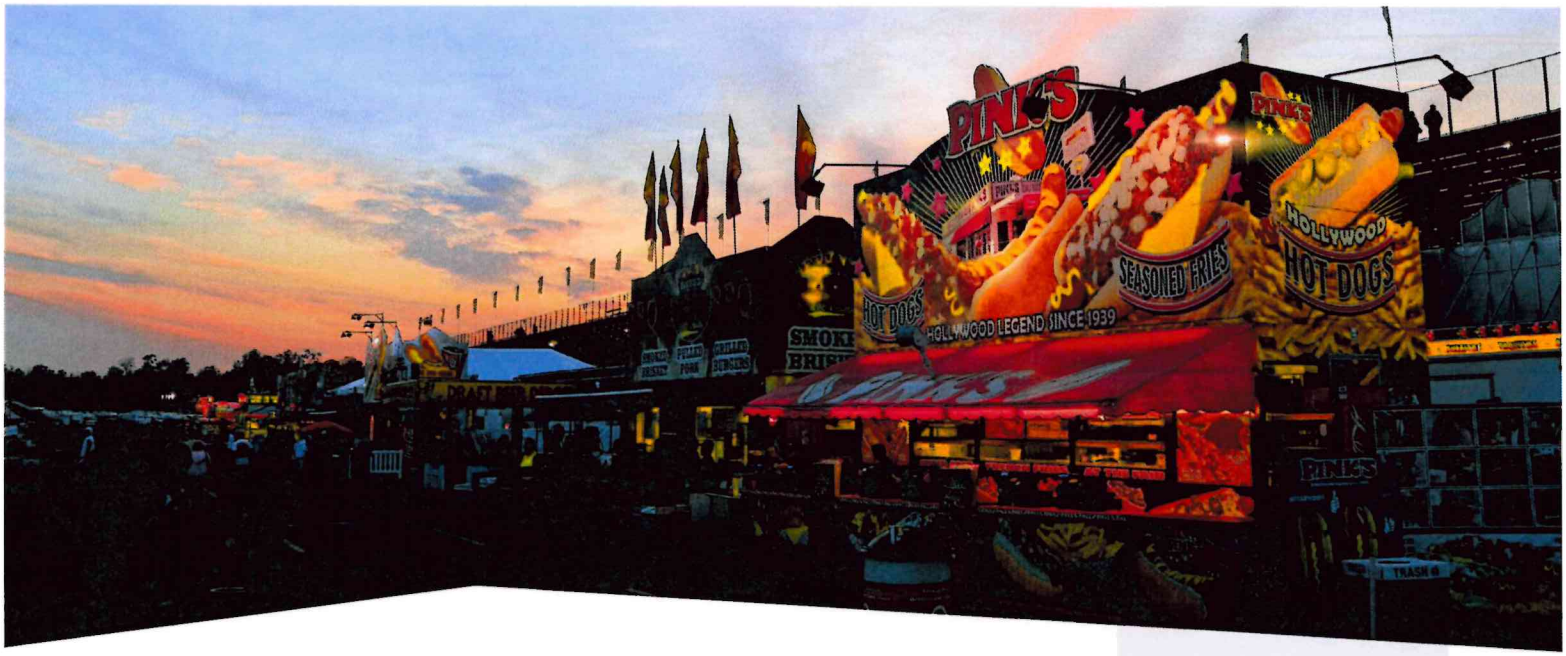
"The City of Jurupa Valley continues to be very pleased with the services that we are receiving from HR Green. In an active and fast-growing city like Jurupa Valley, being able to supplement our internal team with well-managed contract staff makes us all the more effective in serving our residents and the development community."

Rod Butler, City Manager

Our staff members have performed the review of applications, coordinated with future developers, drafted the conditions of approval for the Engineering/Public Works Departments, and represented Engineering and Public Works Departments at community meetings, Planning Commission, City Council and other project related meetings.

Types of development applications and related items include: General Plan Amendments, Change of Zones, Specific Plans, Specific Plans Revisions/Amendments, Subdivisions (residential, commercial/industrial, financing maps, condo maps), Site Development (residential, commercial/industrial), Conditional Use Of Site, parcel boundary adjustments, Temporary Uses (including temporary events), traffic study scoping agreements, traffic and transportation studies, among others.

Our staff members provide daily permit counter staffing (issue >60% of permits over the counter), accomplish 15,000+ building inspections annually (100% completed on time); issue 1,500+ building permits annually, and perform 1,500+ code enforcement inspections annually. We have achieved a 98% success rate meeting plan review schedules. Annually, this involves 2,100+ improvement plan sheets being reviewed, 2,200+ building plan reviews completed annually, and 150+ new planning projects reviewed. Our efforts have reduced costs in permit processing and inspection fees to applicants by an estimated 20 – 35% due to shorter turnaround times and lower costs. Our team members regularly facilitate round table discussions with developers to create awareness of current standards to help speed review times and ease approvals.



On-Call Development Plan Checking | City of Pomona

Since 2013 HR Green has maintained various on-call civil engineering, plan check, and project management contracts with the City. From a land development project management perspective we have provided a contract City Surveyor and ongoing plan review services for land developments citywide. This has included assigning on-site staff to process and track projects.

We have established processes and checklists, and also implemented a paperless intake/routing/tracking system to accelerate turnaround review schedules. We have provided on-call project management, staff augmentation, and plan review for the Gold Line light rail project, including the extension of the Light Rail Transit line through the City, two bridges at Garey and Town Avenues, and a flyover heavy rail west of Towne Avenue. Comprehensive review services include civil, traffic, railway, environmental and structural engineering, surveying, architecture, landscape, planning, CEQA/NEPA and related proposed work.

Our personnel support city staff by reviewing survey type applications, including lot line adjustments, easements, and lot mergers for compliance with the Subdivision Map Act and City Municipal Code.

HR Green established a city-specific file transfer process utilizing Infoexchange; all project application reviews that we do under that contract for our client are set up as individual folders labeled by project number and address with sub-folder per submittal. Our client is able to send files using the Infoexchange portal. HR Green staff receives the assignment and creates the project specific folder that is visible and accessible to the City. Once our staff is done with the review, the comment letter/markups are uploaded to the project specific folder and triggers an automatic email to our client informing them the files that have been uploaded.

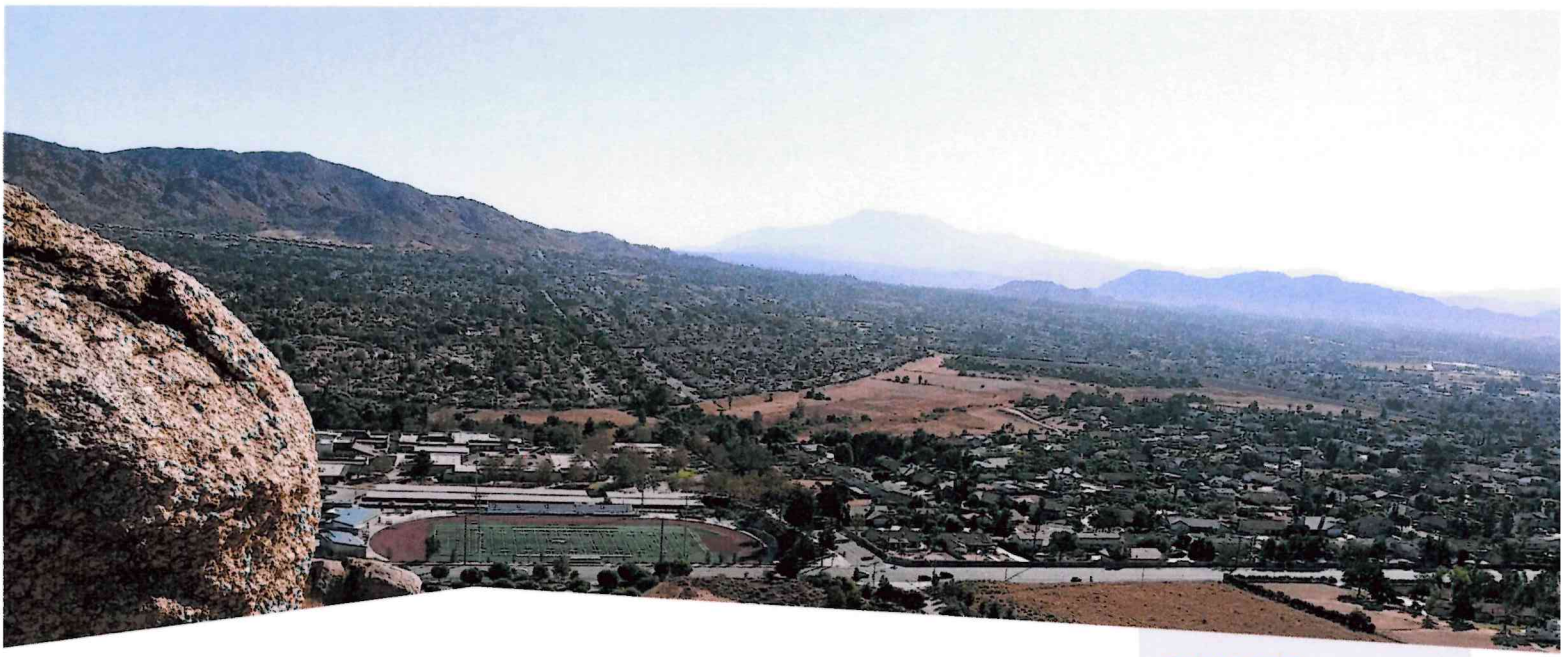
REFERENCE

Ron Chan
Principal Traffic Engineer

City of Pomona
505 South Garey Avenue
Pomona, CA 91766
P: 909.620.2286
E: ronald.chan@pomonaca.gov

"HR Green's electronic plan check system provides instant file delivery to all responsible parties, making the review process more efficient and expeditious; at a glance history of all data transfers; and instant project deadline tracking and notification."

Carmen Barsu, PE, QSD,
Associate Civil Engineer



On-Call Development Plan Checking | City of Moreno Valley

The City of Moreno Valley, with a population of 200,000+ is a rapidly growing community with a limited in-house staff and extensive service and staffing needs to keep pace with plan review and encroachment permit requests. The City has undergone a prolonged period of population growth and development activity. The City has limited in-house staff, depending on consultants to keep pace with the ongoing development / infrastructure network expansion.

HR Green is engaged to provide a variety of plan review and staff augmentation services. This includes both on- and off-site personnel for the review of planning applications, landscape plans, and civil plan checks. Our services also include participating in development review meetings with staff and project stakeholders, coordinating directly with developers and applicants on requirements, and reviewing Environmental Impact Reports on behalf of the Transportation Division.

REFERENCE

Michael Lloyd
Public Works Director/City Engineer

Wei Sun, TE, PTOE
Principal Engineer / City Traffic Engineer

City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92552
P: 951.413.3146
E: michaell@moval.org

P: 951.413.3149
E: weis@moval.org

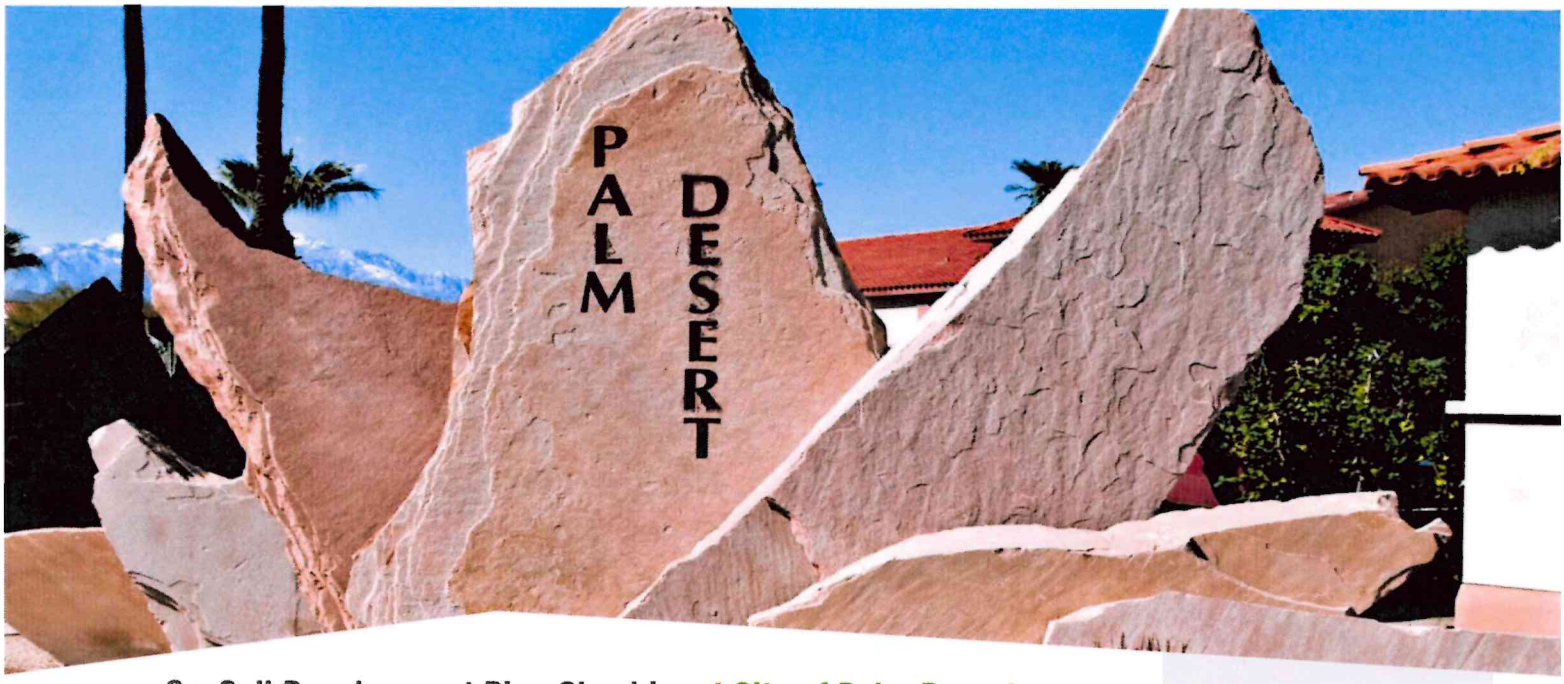
To reduce earlier work backlog, in 2018 HR Green assigned and has continued to embed an on-Site Transportation Planner responsible for traffic study reviews. Since this time frame, our staff members have reviewed 350+ traffic plans in order to reduce turn-around time and free up City staff to focus on other City priorities. This has prioritized attention on citywide fiber optic deployment, including the review and approach of encroachment permits related to poles, lights, gas, and conduit with leading telecom firms, such as Frontier. Our staff provides recommendations on mitigating or avoiding impacts to schools and planned developments. Our proposed staff have coordinated closely with your Traffic Engineer and applicable staff to become your trusted advisor for these services. We have:

- developed Transportation Impact Analysis Preparation Guide for Vehicle Miles Traveled and Level of Service Assessment.
- provided this comprehensive scope in both an on onsite and offsite role.
- regularly attended Pre-PRSC and PRSC (Project Review Staff Committee) meetings and presented the Division's comments and conditions.
- determined and recommended alternatives, where applicable, for City Traffic Engineer approval.
- coordinated with other departments and divisions to facilitate design approval.
- assisted at the front counter to answer questions regarding transportation-related requirements.

- provided constructive feedback on City's Accela Civic Platform (ACP) new feature, Digital Plan Room (DPR) that allows reviewers to comment on plans within ACP, to improve interactive process.
- trained and mentored in ACP and DPC software platforms as well in City standards, guidelines, policies and review process.
- provided redlines and drafts for signing and striping as well as traffic control for Capital Improvement Program (CIP) projects.
- under the entitlement review, reviewed site plans, conceptual grading plans, specific plans, environmental initial studies, and additional exhibits, such as line of sight exhibits and alignment studies. Met with the applicants and the City Traffic Engineer to monitor that the project not only follows the required state and local guidelines and standards, but also follows the City's direction.
- reviewed scoping agreements, traffic studies, and VMT analyses. Provided comments for the City Traffic Engineer's approval prior to sending them out to the applicant.
- tracked traffic studies and VMT analyses and make them readily available to the City.
- attended the Pre-PRSC and PRSC (Project Review Staff Committee) meetings and presented the Division's comments and conditions.
- prepared conditions of approval as part of the entitlement process. Understanding the complexity of the City Traffic Engineer's positions and tasks, prepared and printed reports and exhibits in preparation of the public hearings and met with the City Traffic Engineer to discuss conditions of approval, project details and history.
- under the plan check process, reviewed traffic signal plans, signing and striping plans, street improvement plans, as-builts, and traffic control plans, in addition to grading plans and maps. Coordinated with the Land Development Division to find solutions to street improvement designs. Performed site visits to verify the accuracy of plans.
- assisted at the front counter in answering property owner's questions regarding transportation-related requirements.
- brought working knowledge of Accela Civic Platform (ACP). The City incorporated a new feature in early 2021 called Digital Plan Room (DPR) that allows reviewers to comment on plans within ACP. Attended training and since its launch has reviewed plans using this feature. Provided feedback regarding the use of this new feature to improve the process. Trained new hires in using the platform.
- improved onsite/offsite circulation.

"HR Green has consistently exceeded our expectations in providing the transportation engineering/planning services. The on-site engineers have demonstrated strong expertise in the land entitlement process. Furthermore, the team has excellent communication skills in resolving the engineering issues by coordinating with the designers/developers directly. We are very happy to have the HR Green engineers as a part of the City's team."

Wei Sun, TE, PTOE, Principal Engineer / City Traffic Engineer
City of Moreno Valley



On-Call Development Plan Checking | City of Palm Desert

The City of Palm Desert is centrally located in the heart of the Coachella Valley in southeastern Riverside County. Known as the cultural and retail center of the desert communities, it has approximately 21 square miles with a population of 52,500, and a small in-house municipal staff. As a forward-thinking community, the City wished to implement some key initiatives and needed consultant assistance to achieve program and project objectives.

Following a competitive procurement process to identify a consultant with the ability to deliver a breadth of services, HR Green was contracted to deliver a full range of consulting services, including building and civil plan check, Acting City Engineer, entitlement engineering, and city surveyor services for public works. Our services are provided both on-site and remotely. Since 2021, the City, with the assistance of HR Green, has approved over 1,060 new single family homes and 192,000 square feet of commercial space. We have successfully collaborated with designers, contractors, and other City departments to streamline the path to plan approval, saving the City and developers time and money through an efficient and effective process.

Our Staff Engineer provides engineering support services (in-house) for the Community Development and Public Works Departments. This includes reviewing development applications, participating and coordinating meetings with project stakeholders, drafting conditions of approval, creating mitigation measures, and general counter support.

Other plan checks for the City that HR Green staff handle include: residential custom homes, commercial sites, residential tracts, and recreational site reviews. All reviews are 100% electronic with a 100% success rate meeting plan review schedules. Our key to success with applicants and stakeholders has been through the use of electronic technology to streamline reviews, working cohesively with the City officials, and taking a proactive approach to problem solving for a timely turnaround to plan review.

REFERENCE

Rosie Lua
Deputy Director of
Development Services

City of Palm Desert
73510 Fred Waring Drive
Palm Desert, CA 92260
P: 760.776.6480
E: rlua@palmdesert.gov



On-Call Development Plan Checking | City of La Quinta

As part of the City reorganization in early 2013, staffing in the Development Services Division of Public Works was reduced in recognition of the much lower level of private development at that time. Later that year, private development activity increased significantly, resulting in the need to increase the City's engineering plan check capacity.

HR Green was selected to provide engineering plan check services on an as-needed basis using the City's TRAKiT program and Bluebeam Revu software due to our demonstrated expertise in local hydrology, which has proven invaluable in plan checking certain development projects, as well as our experience in full service engineering plan check of diverse development projects.

HR Green has continuously provided full-service civil plan check services for commercial, residential, and custom home site projects involving coordination with Coachella Valley Water District requirements (100+ projects since 2013). We have helped to redevelop City standards and checklists and to update bulletins and calculation documents.

Currently, HR Green is reviewing all the precise grading plans for the entire SilverRock site, which is being expanded to include two premier hotel brands, Montage and Pendry, a conference center, a new golf clubhouse, and a limited number of branded single-family homes, condominiums, and bungalows to deliver a world-class destination in the region.

REFERENCE

Bryan McKinney, PE
Public Works Director/City Engineer

City of La Quinta
78495 Calle Tampico
La Quinta, CA 92253
P: 760.777.7045
E: bmckinney@laquintaca.gov

"HR Green has been providing plan check services for the City of La Quinta for several years and done a great job of providing on time and thorough reviews and coordination with City staff. I would highly recommend HR Green for any City's plan checking needs."

Bryan McKinney, PE. Public Works Director/City Engineer

HR Green has expedited approval of complex land development projects; achieved a 99% success rate meeting or beating City's aggressive turnaround review schedule; maintained positive collaboration with applicants/developers to maintain project momentum; facilitated seamless reviews and approvals within a 100% paperless environment; and maintained staff continuity to promote consistency and quality deliverables.

Terminated Contracts

HR Green Pacific, Inc. has not had any contracts terminated in the last three years.

RFQ No. PW-23-04 ON-CALL DEVELOPMENT PLAN CHECKING AND ENTITLEMENT REVIEW SERVICES

APPENDIX C

CERTIFICATION OF PROPOSAL TO THE CITY OF PLACENTIA

1. The undersigned hereby submits its proposal and, by doing so, agrees to furnish services to the City in accordance with the Request for Proposal (RFQ), dated October 2023, and to be bound by the terms and conditions of the RFQ.

2. This firm has carefully reviewed its proposal and understands and agrees that the City is not responsible for any errors or omissions on the part of the proposer and that the proposer is responsible for them.

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

4. The proposal includes all of the commentary, figures and data required by the Request for Proposal, dated October 2023.

5. This firm has carefully read and fully understands all of the items contained in Section 7, General Requirements. This firm agrees to all of the general requirements except for those disclosed by the firm in project proposal, listed on an attachment.

6. The proposal shall be valid for 90 days from October 5, 2023.

Name of Firm: HR Green Pacific, Inc.

By: _____
(Authorized Signature)

Type Name: George A. Wentz, PE

Title: Vice President

Date: October 26, 2023

Appendix - Contract Exceptions

HR Green has long maintained various on-call contracts, including for civil plan check, with the City of Placentia and are confident we can expeditiously enter into an agreement for these services. Based on our review of the sample agreement we have included suggested modifications below. If selected, HR Green would like the opportunity to work with the City to develop the proposed agreement and address very specific issues. We would be prepared to discuss these matters immediately upon selection so that no time is lost and that the proposed work can be carried out in a timely manner.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided ~~by personnel experienced in their respective fields and~~ in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also ~~warrants~~ represents that it is familiar with all laws that ~~may~~ applicable affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement. Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. Officers and employees shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section.

in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices.

1.3. Performance ~~to Satisfaction~~ of ~~City~~ Services. Consultant agrees to perform all the work ~~to the complete satisfaction of the City and within the hereinafter specified~~. Evaluations of the work will be done by the City Administrator or his or her designee. If the quality of work ~~is not satisfactory~~ does not meet this standard, City in its discretion has the right to:

(a) Meet with Consultant to review the quality of the work and resolve the matters of concern;

(b) Require Consultant to repeat the work at no additional fee until it ~~is satisfactory;~~ such standard of care is met and/or

(c) Terminate the Agreement as hereinafter set forth.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services ~~which have been~~ completed ~~to City's sole satisfaction~~. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

(d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars ($1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

(b) Notice: "Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required polices are reduced; (3) or the deductible or self insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, Consultant shall forthwith obtain and submit proof of substitute insurance. Should Consultant fail to immediately procure other insurance, as specified, to substitute for any canceled policy, the City may procure such insurance at Consultant's sole cost and expense."

(c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Placentia, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Placentia shall be excess and not contributing with the insurance provided by this policy."

(d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Placentia, its officers, officials, agents, employees, and volunteers.

(e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

6.8. Indemnification and Hold Harmless. Consultant agrees to ~~defend,~~ indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at Consultant's sole expense, from and against any and all ~~claims, demands, actions, suits or other legal proceedings arising out of, pertaining to, or relating to~~ damages, liabilities, costs to the extent caused by the negligence, recklessness, or willful misconduct of Consultant brought against the City, its elected and appointed officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. ~~The defense obligation provided for hereunder shall apply whenever any claim, action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents and employees based upon the negligence, recklessness, or willful misconduct of the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable.~~ Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

HRGreen®

PACIFIC

CITY OF PLACENTIA
PROFESSIONAL SERVICES AGREEMENT
WITH
NV5, INC.

THIS AGREEMENT is made and entered into this 21ST day of November, 2023 ("Effective Date"), by and between the CITY OF PLACENTIA, a municipal corporation ("City"), and NV5, Inc., a California corporation ("Consultant").

W I T N E S S E T H:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide on-call development plan checking and entitlement review services as more fully described herein; and

B. WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. WHEREAS, City and Consultant desire to contract for the specific services described in Exhibit "A" (the "Project") and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in Consultant's Proposal ("Proposal"), attached hereto as Exhibit "A" and incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement. Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. Officers and employees shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City and within the hereinafter specified. Evaluations of the work will be done by the City Administrator or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

(a) Meet with Consultant to review the quality of the work and resolve the matters of concern;

(b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or

(c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.5. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. 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. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, a notice setting forth provisions of this non-discrimination clause.

Consultant shall, in all solicitations and advertisements for employees placed by, or on behalf of Consultant shall state that all qualified applicants will receive consideration for employment without regard to age, race, color, religion, sex, marital status, national origin, or mental or physical disability. Consultant shall cause the paragraphs contained in this Section to be inserted in all subcontracts for any work covered by the Agreement, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense. All insurance requirements contained in this Agreement are independently applicable to any and all subcontractors that Consultant may engage during the term of this Agreement.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have

access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "A." Consultant's total compensation shall not exceed Three Hundred Fifty Thousand Dollars ($ 350,000.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal or which is inconsistent with or in violation of the provisions of this Agreement unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable. Should the City request in writing additional services that increase the hereinabove described "SCOPE OF SERVICES", an additional fee based upon the Consultant's standard hourly rates shall be paid to the Consultant for such additional services.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the Effective Date.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit "A." The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party. If a delay beyond the control of the Consultant is encountered, a time

extension may be mutually agreed upon in writing by the City and the Consultant. The Consultant shall present documentation satisfactory to the City to substantiate any request for a time extension.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of three years, ending on November 21, 2026, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. One (1) two-year extension is available on Consultant performance and at the discretion of the City. Approval of the term extension is contingent upon City Council review and approval at the conclusion of the initial three-year term.s

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing at least fifteen (15) days prior written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City. If the City suspends, terminates or abandons a portion of this Agreement such suspension, termination or abandonment shall not make void or invalidate the remainder of this Agreement.

If the Consultant defaults in the performance of any of the terms or conditions of this Agreement, it shall have ten (10) days after service upon it of written notice of such default in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

The City shall have the right, notwithstanding any other provisions of this Agreement, to terminate this Agreement, at its option and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement, immediately upon service of written notice of termination on the Consultant, if the latter should:

a. Be adjudged a bankrupt;

b. Become insolvent or have a receiver of its assets or property appointed because of insolvency;

c. Make a general assignment for the benefit of creditors;

d. Default in the performance of any obligation or payment of any indebtedness under this Agreement;

e. Suffer any judgment against it to remain unsatisfied or unbonded of record for thirty (30) days or longer; or

f. Institute or suffer to be instituted any procedures for reorganization or rearrangement of its affairs.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including

the date of City's written notice of termination within thirty-five (35) days after service of the notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant. City shall not be liable for any claim of lost profits.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

(a) Broad-form commercial general liability, in a form at least as broad as ISO from #CG 00 01 04 13, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars ($1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit. If Consultant maintains higher limits that the specified minimum limits, City requires and shall be entitled to coverage for the high limits maintained by the Consultant.

(b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars ($1,000,000.00), combined single limits, each incident for bodily injury and property damage.

(c) Workers' compensation insurance as required by the State of California and Employers Liability Insurance with a minimum limit of $1,000,000 per accident for any employee or employees of Consultant. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers for losses arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

Before execution of this Agreement by the City, the Consultant shall file with the Public Works Director/City Engineer the following signed certification:

> I am aware of, and will comply with, Section 3700 of the Labor Code, requiring every employer to be insured against liability of Workers' Compensation or to undertake self-insurance before commencing any of the work.

The Consultant shall also comply with Section 3800 of the Labor Code by securing, paying for and maintaining in full force and effect for the duration of this Agreement, complete Workers' Compensation Insurance, and shall furnish a Certificate of Insurance to the Public Works Director/City Engineer before execution of this Agreement by the City. The City, its officers and employees shall not be responsible for any claims in law or equity occasioned by failure of the consultant to comply with this section.

Neither the CITY nor any of its elected or appointed officials, officers, agents, employees, or volunteers makes any representation that the types of insurance and the limits specified to be carried by Consultant under this Agreement are adequate to protect Consultant. If Consultant believes that any such insurance coverage is insufficient, Consultant shall provide, at its own expense, such additional insurance as Consultant deems adequate.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions as worded below:

(a) Additional insureds: "The City of Placentia and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."

(b) Notice: "Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required polices are reduced; (3) or the deductible or self-insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, Consultant shall forthwith obtain and submit proof of substitute insurance. Should Consultant fail to immediately procure other insurance, as specified, to substitute for any canceled policy, the City may procure such insurance at Consultant's sole cost and expense."

(c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Placentia, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Placentia shall be excess and not contributing with the insurance provided by this policy."

(d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Placentia, its officers, officials, agents, employees, and volunteers.

(e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self-Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance and endorsements shall be attached hereto as Exhibit "B" and incorporated herein by this reference.

5.5. Non-limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Administrator or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement. It shall be the Consultant's responsibility to assure that the Project Manager is kept informed of the progress of the performance of the services and the Consultant shall refer any decision, which must be made by City, to the Project Manager. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Project Manager.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement and who shall not be

changed by Consultant without the express written approval by the City. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement, or the work hereunder may be provided by personal delivery, facsimile or if mailed, shall be addressed as set forth below and placed in a sealed envelope, postage prepaid, and deposited in the United States Postal Service. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 72 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:	IF TO CITY:
NV5, Inc. 163 Technology Drive, Suite 100 Irvine, CA 92618 Tel: 949-585-0477	City of Placentia 401 E. Chapman Ave Placentia, CA 92870 Tel: 714-993-8132
Attn: Jeffrey M. Cooper, PE	Attn: Chris Tanio

6.5. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.6. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California. Consultant agrees to submit to the personal jurisdiction of such court in the event of such action.

6.7. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.8. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings brought against the City, its elected and appointed officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence, recklessness, or willful misconduct by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint,

or suit asserts as its basis the negligence, recklessness, or willful misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.9. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

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

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

6.11. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.12. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, preliminary notes, working documents, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City but shall be made available to the City within ten (10) days of request or within ten (10) days of termination. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, preliminary notes and working documents, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City. Consultant or Consultant's agents shall execute such documents as may be necessary from time to time to confirm City's ownership of the copyright in such documents.

6.13. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.14. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.15. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.16. Prohibited Employment. Consultant will not employ any regular employee of City

while this Agreement is in effect.

6.17. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, the conflict shall be resolved by giving precedence in the following order, if applicable: This Agreement, the City's Request for Proposals, the Consultant's Proposal.

6.18. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.19. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.20. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.21. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.22. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.23. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. 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. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.24. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.25. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF PLACENTIA,
A municipal corporation

_____ Date: _____
Damien R. Arrula, City Administrator

ATTEST:

_____
Robert S. McKinnell, City Clerk

CONSULTANT – NV5, Inc.

Jeffrey M. Cooper
_____ Date: 11/9/2023
Signature

Jeffrey M. Cooper
_____
Jeffrey M. Cooper, Vice President, PE

94-2706173
_____
Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

_____ Date: _____
Christian L. Bettenhausen, City Attorney

APPROVED AS TO INSURANCE:

_____ Date: _____

Krystle Murillo, Risk Manager

APPROVED AS TO CONTENT:

Chris Tanio

_____ Date: 11/9/2023

Chris Tanio, Deputy Director/City Engineer

DEPARTMENTAL APPROVAL:

Luis Estevez

_____ Date: 11/9/2023

Luis Estevez, Deputy City Administrator

EXHIBIT A

CONSULTANT'S PROPOSAL AND SCOPE OF WORK

EXHIBIT B

CERTIFICATES OF INSURANCE AND ENDORSEMENTS

A. LETTER OF TRANSMITTAL

PN: P27023-0006293.00

October 26, 2023

City of Placentia
Attn: Chris Tanio, PE, Deputy Director/City Engineer
401 E. Chapman Ave.
Placentia, CA 92870

SUBJECT: On-Call Development Plan Checking and Entitlement Review Services

Dear Mr. Tanio,

NV5, Inc. is excited to have the opportunity to provide On-Call Development Plan Checking and Entitlement Review Services to the City of Placentia (City). Our team has the technical knowledge and experience to deliver your projects in the most cost-efficient and cost-effective manner. NV5's strengths include the following:

Current Partnership: Our extensive experience and strong existing relationship with the City give us the ability to continue providing professional consulting services for your projects. **We operate with a working knowledge of your staff, processes and environment, enabling us to provide outstanding cost- and time-efficient services.** Specifically, our team is currently providing or has provided engineering design services for the City Hall and Police Station HVAC System Replacement and Solar Energy Project, Residential Slurry Seal and Arterial Roadway Rehabilitation projects and ADA Curb Ramp Reconstruction project, and construction support services for the FY 19-20 Arterial Roadway Rehabilitation, Old City Hall Office Renovation and Crowther Sanitary Sewer Pipeline Replacement projects.

Relevant Experience: We have a proven track record of successfully providing On-Call Plan Check services to municipalities throughout Southern California, most of which have been repeat clients. Our team is currently providing or has provided similar services to dozens of agencies, including:

- City of Anaheim
- City of Beaumont
- City of Compton
- City of Dana Point
- City of Desert Hot Springs
- City of El Monte
- City of Fontana
- City of Fullerton
- City of La Habra Heights
- City of Laguna Niguel
- City of Menifee
- City of Moreno Valley
- City of Pico Rivera
- City of San Diego
- City of San Juan Capistrano
- City of Seal Beach
- City of Ventura
- City of Villa Park
- City of Yorba Linda
- County of Riverside
- County of San Bernardino

Proposed Team: NV5 offers the City a team of dedicated professionals with proven capability and expertise. We are proposing **David Niknafs, PE,** as Project Manager. He has more than 30 years of experience in the public sector working on public works and development projects, including roadways, bridges, drainage, sewer, water, underground utilities, building facilities and related infrastructure improvement projects. He is currently leading our civil engineering design team for the City Hall and Police Station HVAC System Replacement and Solar Energy Project, and he managed the teams that provided engineering design services for the City's Residential Slurry Seal and Arterial Roadway Rehabilitation and ADA Curb Ramp Reconstruction projects, among others. Our Management Contact, **Jeffrey M. Cooper, PE,** has more than 45 years of professional consulting engineering experience with public works and development projects, helping to assure our management team can quickly respond to the City's needs as they arise.

NV5 looks forward to the opportunity to work with the City and help you achieve your goals and objectives. If you need further information, we may be reached by phone at (949) 585-0477, or electronically at david.niknafs@nv5.com and jeff.cooper@nv5.com. Thank you for your time and consideration.

Sincerely,
NV5

David Niknafs, PE
Director of Transportation/
Project Manager

Jeffrey M. Cooper, PE
Senior Vice President
(Authorized Signer)

COMPANY INFORMATION/CONTACT
Name: NV5, Inc.
Address: 163 Technology Drive, Suite 100, Irvine, CA 92618
Telephone Number: 949.585.0477
Management Contact: Jeffrey M. Cooper, PE, Senior Vice President; 949.585.0477; jeff.cooper@nv5.com

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CLIENT TESTIMONIAL

"NV5 goes above and beyond to help their clients. Whether it be questions about a plan check, or questions in general about a policy or procedure, NV5 has always been available to help the City. They meet all their deadlines and do a very thorough job throughout the plan check process. They make themselves available when meetings are necessary and do a great job of communicating issues or concerns. NV5 has become a part of our team, and we know that we are in good hands."

— Jilleen Ferris, City Engineer,
City of Desert Hot Springs

RFQ No. PW-23-04 ON-CALL DEVELOPMENT PLAN CHECKING AND ENTITLEMENT REVIEW SERVICES

APPENDIX B

SUMMARY SHEET

Firm Name: NV5, Inc.

Firm Parent or Ownership: NV5 Global, Inc.

Firm Address: 163 Technology Drive, Suite 100, Irvine, CA 92618

Firm Telephone Number: 949.585.0477

Firm Fax Number: 949.409.8182

Number of years in existence: 74

Management Contact (person responsible for direct contact with the City of Placentia and services required for this Request for Proposal):

Name: Jeffrey M. Cooper, PE Title: Senior Vice President

Telephone Number: 949.585.0477 Fax: 949.409.8182

Email: jeff.cooper@nv5.com

Project Manager (Person responsible for day-to-day servicing of the account):

Name: David Niknafs, PE Title: Director of Transportation

Telephone Number: 949.585.0477 Fax: 949.409.8182

Email: david.niknafs@nv5.com

Types of services provided by the firm: NV5, Inc. provides engineering and consulting services to public and private sectors, delivering solutions through six business

RFQ No. PW-23-04 ON-CALL DEVELOPMENT PLAN CHECKING AND ENTITLEMENT REVIEW SERVICES

verticals: Testing, Inspection and Consulting; Infrastructure; Utility Services;

Environmental Health; Buildings and Program Management; and Geospatial Technology.

C. SUMMARY SHEET — TEAM QUALIFICATIONS

Staff Qualifications

Our team has the ability to deliver quality projects on schedule and within budget. The table below includes names, roles, education, experience, and applicable professional licenses and credentials. We have included resumes for our management team per the RFQ starting on **page 11**, and staff resumes can be provided upon request.

Staff Qualifications

NAME/ROLE	YEARS	EDUCATION, CERTIFICATIONS + LICENSES
Jeffrey M. Cooper, PE Principal-in-Charge + Management Contact	45	M.S. Environmental Engineering; B.S. Civil Engineering; B.A. Economics; Civil Engineer (CA) No. 31572
David Niknafs, PE Project Manager + QA/QC Manager	30	M.S. Civil Engineering; B.S. Civil Engineering; Civil Engineer (CA) No. 42697
Tamara O'Neal, PE Lead Plan Check Engineer	27	B.S. Civil Engineering; Civil Engineer (CA) No. 69107
Padma Asam, PE, QSD/QSP, LEED AP Plan Check Engineer	17	M.S. Structural Engineering; B.S. Civil Engineering; Civil Engineer (CA) No. 83896; Qualified SWPPP Developer/Practitioner (CA) No. 27085; LEED Accredited Professional
Arsanious Hanna, PE, CBO, QSD Plan Check Engineer	30+	B.S. Civil Engineering; Civil Engineer (CA) No. 70743; Civil Engineer (CO) No. 0061094; Civil Engineer (AZ) No. 38772; Civil Engineer (TX) No. 142591; ICC Certified Building Official; QSD; ICC Certified Building Plans Examiner; CA Safety Assessment Coordinator (SAP)
Art Biscocho Plan Check Engineer	30	B.S. Civil Engineering
Stephen Novak Plan Check Engineer	25	A.S. Building Technology; Certificate, Master Planning Communities
Matthew Ronquillo Assistant Engineer	2	B.S. Civil Engineering; A.S. Engineering; A.A. Science & Mathematics
Luanne Bean, PE Plan Check Engineer (Water/Sewer)	35	M.S. Civil Engineering; B.S. Civil Engineering; Civil Engineer (CA) No. 50129; Former Class A General Engineering Contractor; FEMA OPS - I; HAZMAT First Responder/Operations Level; DOT Offers of Bulk and Non-Bulk HAZMAT Packages; Nuclear Waste Safety for Workers
Julian Palacios, PE Plan Check Engineer (Water/Sewer)	23	M.S. Environmental Engineering; B.S. Civil Engineering; Civil Engineer (CA) No. 67735; Civil Engineer (MX) No. 2760774; Certificate Urban Water Management Plan Training
Steven Granados, PE, QSD/P Plan Check Engineer (Water/Sewer)	17	B.S. Civil Engineering; Civil Engineer (CA) No. 74823; QSD/QSP, CASQA No. 24004
Jennifer Peterson, PE, CFM, QSD/P, CPESC, LEED AP Plan Check Engineer (WQMP)	27	B.S. Civil Engineering; Civil Engineer (CA); No. 67821; Qualified SWPPP Developer; Qualified SWPPP Practitioner; Certified Floodplain Manager; Certified Professional in Erosion & Sediment Control; LEED Accredited Professional

C. SUMMARY SHEET — TEAM QUALIFICATIONS

Staff Qualifications

NAME/ROLE	YEARS	EDUCATION, CERTIFICATIONS + LICENSES
Scott Lyle, PE, CFM, QSD/ QSP Plan Check Engineer (WQMP + Hydrology/Hydraulics)	39	Graduate Studies in Environmental Hydrology; B.S. Civil Engineering; Civil Engineer (CA) No. C44062; Certified Floodplain Manager (CA) No. 99-00013; Qualified SWPPP Developer/Practitioner No. 00817; Graduate Certificate in Coast Engineering
Thomas Grace, EIT Plan Check Engineer (WQMP + Hydrology/Hydraulics)	24	B.S. Civil Engineering; Engineer in Training (CA) No. 103177
J Braley, PLS Plan Check Engineer (Survey/Maps)	45	General Education courses; Land Survey courses; Land Surveying Fundamentals; AutoCAD Level 1 & Level 2; Global Positioning Survey course; GIS course; Professional Land Surveyor (CA) No. 8446; Professional Land Surveyor (NV) No. 19903
Jay Fahrion, PLS Plan Check Engineer (Survey/Maps)	43	Professional Land Surveyor (CA) No. 8207; AQMD PM-10 Certificate
Y. Clark Shen, PE, SE Plan Check Engineer (Structural)	40	M.S. Civil Engineering; B.S. Civil Engineering; Civil Engineer (CA) No. 24054; Structural Engineer (CA) No. 2177; International Code Council Certification No. 8296933; Building Plans Examiner; Residential Plans Examiner; Commercial Building Inspector; Residential Building Inspector; Accessibility Inspector/Plans Examiner
Gerald Tom, PE, TE Plan Check Engineer (Traffic)	35	B.S. Civil Engineering; Civil Engineer (CA) No. 51209; Traffic Engineer (CA) No. 2541
James Miller, PE Plan Check Engineer (Traffic)	19	B.S. Civil Engineering; Civil Engineer (CA) No. 82522
Gene Custenborder, PG, CEG Plan Check Engineer (Geotechnical)	40	B.S. Geology; Registered Geologist (CA) No. 3992; Certified Engineering Geologist (CA) No. 1319
Scott Moors. PG, CEG, CHg Plan Check Engineer (Geotechnical)	31	B.S. Geological Sciences; Professional Geologist No. 6100; Certified Engineering Geologist No. 1901; Certified Hydrogeologist No. 607
Nona Espinosa, PE Plan Check Engineer (Hydrology/Hydraulics)	33	B.S. Civil Engineering; Civil Engineer (CA) No. 60547; Certificate Erosion Control Compliance with NPDES Phase II - APWA; Certificate Fundamentals of Erosion Control & Rolled Erosion Control Pro - John Towns & Associates, Inc.
Qiao Zhou, EIT Plan Check Engineer (Hydrology/Hydraulics)	2	M.S. Environmental Engineering; B.S. Environmental Science; Engineer-in-Training (CA) No. 173660

C. SUMMARY SHEET — TEAM QUALIFICATIONS

Team Experience

NV5 has successfully provided plan check services to dozens of municipalities over the last several years. Listed below are contracts for which our team has provided similar services to those requested in this RFQ within the last five (5) years.

On-Call Plan Check Services

CITY OF SEAL BEACH | SEAL BEACH, CA

NV5 is providing as-needed plan check services to the City for land development projects, including grading, drainage, street improvements, hydrology reports, Water Quality Management Plans (WQMP), National Pollutant Discharge Elimination System (NPDES) reports, and Storm Water Pollution Prevention Plans (SWPPP); utilities permits/plans; surveying; and subdivision projects, including lot line adjustments, tract maps, parcel maps and certificates of compliance.

- **DATES:** 2022-CURRENT
- **KEY PERSONNEL:** JEFF COOPER (PIC), DAVID NIKNAFS (PM), STEVE NOVAK, TAMARA O'NEAL, PADMA ASAM, J BRALEY (PLAN CHECK)

Plan Check Services

CITY OF DANA POINT | DANA POINT, CA

NV5 is providing development review services for new projects within the City. NV5 serves as an extension of City staff to review projects involving grading, street and drainage improvements, drainage studies and Water Quality Management Plans (WQMPs), building foundations and retaining walls, and parcel/tract maps.

- **DATES:** JANUARY 2016-CURRENT
- **KEY PERSONNEL:** JEFF COOPER (PIC), TAMARA O'NEAL (PM), PADMA ASAM, STEVE NOVAK, JENNIFER PETERSON, THOMAS GRACE, QIAO ZHOU, GENE CUSTENBORDER (PLAN CHECK)

Plan Check Support Services

CITY OF VILLA PARK | VILLA PARK, CA

NV5 has been providing the City with staff to fill multiple positions, including Assistant Engineers, Plan Check Engineers and Front Counter Technicians. Services include plan review and checking street improvement and drainage plans, final maps, parcel maps, improvement plans, grading plans, hydrologic/hydraulic studies, soils/geologic reports, engineer cost estimates and easement documents.

- **DATES:** JULY 2016-CURRENT (PREVIOUS CONTRACT: JUNE 2011-JUNE 2014)
- **KEY PERSONNEL:** JEFF COOPER (NV5 PM), HAMID TORKAMANHA (PLAN CHECK)

On-Call Plan Check Services

CITY OF EL MONTE | EL MONTE, CA

NV5 is contracted with the City of El Monte to provide plan check/review services and staff support to oversee the construction of various CIP projects and wireless communications facilities. Reviews include grading, soils report reviews, sewer, water, and storm drain improvements, hydrology reports, SWPPPs, Low Impact Development, street improvement plans, parcel/tract maps, easements and lot line adjustments.

- **DATES:** JUNE 2019-CURRENT
- **KEY PERSONNEL:** JEFF COOPER (PIC), DAVID NIKNAFS (PM), STEVE NOVAK (PLAN CHECK)

On-Call Plan Check, Inspection and Stormwater Management Services

CITY OF BEAUMONT | BEAUMONT, CA

Our team is providing plan check and inspection services for the City of Beaumont on an as-needed basis. Services include subdivision and parcel map review, grading, public and private street and utility improvements, storm drain, sewer, erosion control, geotechnical, hydrology/hydraulic, structural, water quality/NPDES, and landscape reviews.

- **DATES:** 2018-CURRENT (PREVIOUS CONTRACT - FEBRUARY 2016-2018)
- **KEY PERSONNEL:** JEFF COOPER (PIC), TAMARA O'NEAL (PM), PADMA ASAM, THOMAS GRACE, JENNIFER PETERSON (PLAN CHECK)

C. SUMMARY SHEET — TEAM QUALIFICATIONS

On-Call Civil Plan Check Services

COUNTY OF SAN BERNARDINO | SAN BERNARDINO COUNTY, CA

NV5 is providing engineering development review services for a variety of projects ranging from single-family development to large, multi-phase subdivisions and commercial projects with significant public infrastructure requirements. NV5 reviews Hydraulic and Hydrologic Analysis, Water Quality Management Plans (WQMPs), erosion control plans, soils reports, private grading and public improvement plans for conformance with project conditions of approval and compliance with County requirements.

- **DATES:** 2020-CURRENT
- **KEY PERSONNEL:** JEFF COOPER (PIC), TAMARA O'NEAL (PM), DAVID NIKNAFS, LUANNE BEAN, STEVE NOVAK, PADMA ASAM, THOMAS GRACE, JENNIFER PETERSON, ARSANIOUS HANNA, NONA ESPINOSA, SCOTT LYLE, Y. CLARK SHEN (PLAN CHECK)

Plan Check & Traffic Engineering Services

CITY OF COMPTON | COMPTON, CA

NV5 is contracted by the City of Compton to provide professional plan check services and traffic engineering services for the City's Public Works Department. Services include technical plan check for engineering documents and plans and review of maps and legal descriptions for conformance with Federal, State and local regulations, particularly the California Subdivision Map Act and general compliance with City Standards, Ordinances and Regulations, including the Low Impact Development requirements identified in City of Compton Ordinance 2,252 (including maintaining database Excel spreadsheets for BMPs tracking through the various stages of development). NV5 also performs various Traffic Engineering Services such as review and recommendation and/or approval for Traffic Impact Analyses for public/private projects, warrant studies for traffic signal and/or stop signs installations, and various other related tasks.

- **DATES:** 2022-CURRENT
- **KEY PERSONNEL:** JEFF COOPER (PIC), DAVID NIKNAFS (PM), TAMARA O'NEAL, LUANNE BEAN, STEVE NOVAK, MATTHEW RONQUILLO, GERALD TOM, JAMES MILLER, J BRALEY (PLAN CHECK)

On-Call Plan Checking Services

CITY OF PICO RIVERA | PICO RIVERA, CA

Reviews include subdivision maps, parcel maps, boundary adjustments and legal descriptions for conformance with local and state ordinances and laws; grading plans, including preliminary grading, mass grading, rough grading and precise grading plans; street improvement plans, including street widening, rehabilitation and new street plans; utility improvement plans; stormwater quality management plans; hydrology and hydraulic calculations and reports; engineer's cost estimate for the related items of work for bonding purposes; engineer's reports, including stormwater pollution prevention plans; erosion and sediment control plans; and geotechnical report review.

- **DATES:** 2019-CURRENT
- **KEY PERSONNEL:** JEFF COOPER (PIC), DAVID NIKNAFS (PM), TAMARA O'NEAL, PADMA ASAM, THOMAS GRACE, STEVE NOVAK (PLAN CHECK)

Grading, Hydrology, Hydraulic & WQMP Review

RIVERSIDE COUNTY DEPARTMENT OF TRANSPORTATION | RIVERSIDE, CA

NV5 is providing engineering development review services for a variety of projects ranging from single-family developments to supporting documents for FEMA map revision requests. NV5 has reviewed Hydraulic and Hydrologic Analysis, Water Quality Management Plans (WQMPs), HEC-RAS analysis and other documents as requested for conformance with project conditions of approval, federal state and local guidance documents, and compliance with County requirements.

- **DATES:** 2021-CURRENT
- **KEY PERSONNEL:** JEFF COOPER (PIC), TAMARA O'NEAL, PADMA ASAM, THOMAS GRACE, JENNIFER PETERSON (PLAN CHECK)

C. SUMMARY SHEET — TEAM QUALIFICATIONS

On-Call Plan Check Support Services

CITY OF LA HABRA HEIGHTS | LA HABRA HEIGHTS, CA

As part of an on-call plan review and inspection services contract, our team is currently providing as-needed plan review services. Scope of work includes plan review and checking final maps, parcel maps, improvement plans, grading plans, hydrologic/hydraulic studies, soils/geologic reports, engineer cost estimates, and easement documents. Our team has completed has provided over a hundred reviews for the City.

- **DATES:** 2016-CURRENT
- **KEY PERSONNEL:** JEFF COOPER (NV5 PM), GERALD TOM (PLAN CHECK)

Plan Check Services

CITY OF DESERT HOT SPRINGS | DESERT HOT SPRINGS, CA

NV5 is currently providing the City with on-call plan check services for the review of public and private development projects. Services include the review of grading and improvement plans, hydrology and hydraulic reports, geotechnical reports, water quality treatment and erosion control, title documents and review against project conditions of approval for residential, commercial and industrial development applications.

- **DATES:** APRIL 2022-CURRENT
- **KEY PERSONNEL:** JEFF COOPER (PIC), TAMARA O'NEAL (PM), JENNIFER PETERSON, PADMA ASAM, THOMAS GRACE, STEVE NOVAK, NONA ESPINOSA (PLAN CHECK)

On-Call Plan Check + Inspection Services

CITY OF SAN DIEGO | SAN DIEGO, CA

NV5 is contracted by the City of San Diego to provide as-needed engineering and building plan review and inspection services. NV5's first task consisted of providing (rapid) reviews for a backlog of over 150 building construction plans and water quality documents submitted by applicants seeking building permit approval, which was quickly cleared by the NV5 team within one month. This also included reviewing daily incoming new submittals that varied from 5 to 20 per day, which NV5 successfully managed concurrently with the backlog. With the backlog cleared, the City entered the "maintenance phase," with NV5 assisting with current incoming rapid reviews, making sure that they were being reviewed in a timely manner. During this time, NV5 staff completed over 1,400 rapid reviews for the City and quickly built a strong and successful working relationship with the City and its staff. In 2023, NV5 was awarded a $2.5M As-Needed Plan Check and Inspection Services contract to supplement City staff and continue assisting the City with maintaining permit processing timeline goals. Services provided under this contract include Building Plan Review and Engineering Plan Check Services, including plans for subdivision (residential) improvements, commercial developments, and infrastructure improvements within the City's right-of-way, and Building Inspection Services.

- **DATES:** 2022-CURRENT
- **KEY PERSONNEL:** JEFF COOPER (PIC), TAMARA O'NEAL (PM), SCOTT LYLE, JENNIFER PETERSON, THOMAS GRACE, QIAO ZHOU, Y. CLARK SHEN, JAMES MILLER (PLAN CHECK)

Citywide Plan Check Review Services

CITY OF VENTURA | VENTURA, CA

NV5 is contracted by the City of Ventura to provide on-call plan check review services, including Building Code review (plumbing, mechanical, electrical, energy, green, structural, architectural, and accessibility); Fire Code review (fire alarms, fire sprinkler systems); Regional Stormwater requirement review (MS-4, SWPPP); Civil review (rough grading, fine grading); Public Improvement Plan review (water, wastewater, storm drain, public right-of-way improvements); and Zoning review (zoning code compliance). Plans are transmitted and reviewed utilizing the City's electronic system, Energov supported by Tyler Technologies.

- **DATES:** 2022-CURRENT
- **KEY PERSONNEL:** JEFF COOPER (PIC), TAMARA O'NEAL (PM), Y. CLARK SHEN, PADMA ASAM, ARSANIOUS HANNAH, SCOTT LYLE, GENE CUSTENBORDER (PLAN CHECK)

C. SUMMARY SHEET — MANAGEMENT TEAM

Management Team

Our management team brings decades of experience in the management of public works projects. Included below are brief biographies for NV5's Project Manager/QA/QC and Management Contact. Resumes for our management team are included on the following pages.



DAVID NIKNAFS, PE — PROJECT MANAGER + QA/QC

Mr. Niknafs has more than 30 years of civil engineering experience working on various capital improvement and development projects and has extensive experience working as a project manager and senior engineer. He has managed numerous public works and development projects, including roadways, bridges, drainage, sewer, water, underground utilities, building facilities and related infrastructure improvement projects.

WHY IS MR. NIKNAFS THE BEST CHOICE FOR THE CITY?

His design experience, combined with his experience designing projects for the City, brings a unique perspective and advantage to our team. He has previously overseen the preparation of the plans, specifications and cost estimates for several of the City's projects, including the Residential Slurry Seal and Arterial Roadway Rehabilitation and ADA Curb Ramp Reconstruction projects. In addition, Mr. Niknafs has managed similar on-call plan check contracts for various municipalities in Southern California, including the Cities of Seal Beach, El Monte, Pico Rivera, and Compton, among several others.



JEFFREY M. COOPER, PE — MANAGEMENT CONTACT

Mr. Cooper has more than 40 years of professional consulting engineering experience providing the management of planning, design, construction, and inspection services for transportation and municipal road projects, park projects, master plans and designs for drainage, sewers, water and overhead utility undergrounding projects.

WHY IS MR. COOPER THE BEST CHOICE FOR THE CITY?

His extensive experience with all facets of public works projects will help assure that our management team can quickly respond to any of the City's needs that may arise. Mr. Cooper is currently overseeing over 40 on-call contracts for cities and agencies throughout Orange and Los Angeles counties.

CONTACT INFO
jeff.cooper@nv5.com

EXPERIENCE
45 years

EDUCATION
M.S. Environmental Engineering

B.S. Civil Engineering

B.A. Economics

LICENSES/CERTIFICATES
Civil Engineer (CA)
No. 31572

AFFILIATIONS
Public Works Standards, Inc. (The Greenbook), Treasurer

State of California Green Bond Committee Member

American Public Works Association, Past President (San Diego & Southern California)

American Society of Civil Engineers, Past President (San Diego)

American Society of Civil Engineers, California Region 9 Governor

American Council of Engineering Companies

JEFFREY M. COOPER, PE

Principal-in-Charge/Management Contact

Mr. Cooper has more than 45 years of professional consulting engineering experience providing the management of planning, design, construction, and inspection services for transportation and municipal road projects, park projects, master plans and designs for drainage, sewers, water and overhead utility undergrounding projects, which have included inventory work and condition assessment. He has overseen Plan Check Services for numerous cities in Southern California. He has extensive experience with the interpretation of plans, specifications, and related design manuals, checklists and regulations. He is currently Treasurer for the Public Works Standards, Inc., "The Greenbook."

Project Experience

On-Call Plan Check Services

CITY OF SEAL BEACH | SEAL BEACH, CA

Principal-in-Charge. NV5 is providing as-needed plan check services to the City for land development projects, including grading, drainage, street improvements, hydrology reports, Water Quality Management Plans (WQMP), National Pollutant Discharge Elimination System (NPDES) reports, and Storm Water Pollution Prevention Plans (SWPPP); utilities permits/plans; surveying; and subdivision projects, including lot line adjustments, tract maps, parcel maps and certificates of compliance.

As-Needed Plan Check Services

CITY OF EL MONTE | EL MONTE, CA

Principal-in-Charge. Mr. Cooper is overseeing the team providing plan checking services for the City of El Monte. Plan check services included grading, soils report reviews, sewer, water, and storm drain improvements, hydrology reports, SWPPPs, Low Impact Development, street improvement plans, parcel/tract maps, easements and lot line adjustments.

Plan Check & Traffic Engineering Services

CITY OF COMPTON | COMPTON, CA

Principal-in-Charge. NV5 is providing professional plan check services and traffic engineering services for the City's Public Works Department. Services include technical plan check for engineering documents and plans and review of maps and legal descriptions for conformance with Federal, State and local regulations, particularly the California Subdivision Map Act and general compliance with City Standards, Ordinances and Regulations.

On-Call Plan Check Services

CITY OF PICO RIVERA | PICO RIVERA, CA

Principal-in-Charge. Mr. Cooper is overseeing the team providing on-call plan check services to the City of Pico Rivera. Reviews include subdivision maps, parcel maps, boundary adjustments and legal descriptions for conformance with local and state ordinances and laws; grading plans including preliminary grading, mass grading, rough grading and precise grading plans; street improvement plans including street widening, rehabilitation and new street plans; utility improvement plans; storm water quality management plans; hydrology and hydraulic calculations and reports; engineer's cost estimate for the related items of work for bonding purposes; engineer's reports including storm water pollution prevention plans; erosion and sediment control plans; and geotechnical report review.

C. SUMMARY SHEET — MANAGEMENT TEAM

Plan Check Services

CITY OF DANA POINT | DANA POINT, CA

Principal-in-Charge. NV5 is providing development review services for new projects within the City. NV5 serves as an extension of City staff to review projects involving grading, street and drainage improvements, drainage studies and Water Quality Management Plans (WQMPs), building foundations and retaining walls, and parcel/tract maps.

On-Call Plan Check Services

CITY OF SAN DIEGO | SAN DIEGO, CA

Principal-in-Charge. NV5 is contracted by the City of San Diego to provide as-needed engineering and building plan review and inspection services. NV5's first task consisted of providing (rapid) reviews for a backlog of over 150 building construction plans and water quality documents submitted by applicants seeking building permit approval, which was quickly cleared by the NV5 team within one month. This also included reviewing daily incoming new submittals that varied from 5 to 20 per day, which NV5 successfully managed concurrently with the backlog. With the backlog cleared, the City entered the "maintenance phase," with NV5 assisting with current incoming rapid reviews, making sure that they were being reviewed in a timely manner. During this time, NV5 staff completed over 1,400 rapid reviews for the City and quickly built a strong and successful working relationship with the City and its staff. In 2023, NV5 was awarded a $2.5M As-Needed Plan Check and Inspection Services contract to supplement City staff and continue assisting the City with maintaining permit processing timeline goals. Services provided under this contract include Building Plan Review and Engineering Plan Check Services, including plans for subdivision (residential) improvements, commercial developments, and infrastructure improvements within the City's right-of-way, and Building Inspection Services.

Citywide Plan Check Review Services

CITY OF VENTURA | VENTURA, CA

Principal-in-Charge. NV5 is contracted by the City of Ventura to provide on-call plan check review services including: Building Code review (plumbing, mechanical, electrical, energy, green, structural, architectural, and accessibility); Fire Code review (fire alarms, fire sprinkler systems); Regional Stormwater requirements (MS-4, SWPPP); Civil (rough grading, fine grading); Public Improvement Plans (water, wastewater, storm drain, public right-of-way improvements); and Zoning review (zoning code compliance).

On-Call Plan Review and Inspection Services

COUNTY OF SAN BERNARDINO

Operations Manager. NV5's team of engineers and plans examiners review single-family residential projects, including new and existing construction, commercial structures including tenant improvements, new construction, and renovations, and industrial projects. Included in our review is the compilation of a detailed deficiencies list, markup of plans and documents, and, when plans are in substantial compliance with all applicable codes, making a recommendation for approval. Our team also works with applicants and their design team to resolve issues regarding plans that are being reviewed. This includes working through minor changes before sending plans back to the County to avoid unnecessary re-checks for minor issues, answering questions that the design team may have, and discussing serious deficiencies with the County if necessary.

Plan Check Services

CITY OF DESERT HOT SPRINGS | DESERT HOT SPRINGS, CA

Principal-in-Charge. NV5 is currently providing the City with on-call plan check services for the review of public and private development projects. Services include the review of grading and improvement plans, hydrology and hydraulic reports, geotechnical reports, water quality treatment and erosion control, title documents and review against project conditions of approval for residential, commercial and industrial development applications.

Grading, Hydrology, Hydraulic & WQMP Review

RIVERSIDE COUNTY DEPARTMENT OF TRANSPORTATION | RIVERSIDE, CA

Principal-in-Charge. NV5 is providing engineering development review services for a variety of projects ranging from single-family developments to supporting documents for FEMA map revision requests. NV5 has reviewed Hydraulic and Hydrologic Analysis, Water Quality Management Plans (WQMPs), HEC-RAS analysis and other documents as requested for conformance with project conditions of approval, federal state and local guidance documents, and compliance with County requirements.

CONTACT INFO
david.niknafs@nv5.com

EXPERIENCE
30 years

EDUCATION
M.S. Civil Engineering

B.S. Civil Engineering

LICENSES
Civil Engineer (CA)
No. 42697

AFFILIATIONS
American Public Works Association (APWA)

American Society of Civil Engineers (ASCE)

Transportation & Development Institute

DAVID NIKNAFS, PE

Project Manager + QA/QC Manager

Mr. Niknafs has more than 30 years of civil engineering experience in the public and private sectors working on various capital improvement projects and has extensive experience working as a project director and project manager. He has managed numerous public works and development projects, including roadways, bridges, drainage, sewer, water, underground utilities, building facilities and related infrastructure improvement projects.

Project Experience

On-Call Plan Check Services

CITY OF SEAL BEACH | SEAL BEACH, CA

Project Manager. Mr. Niknafs is responsible for providing as-needed plan check services to the City for land development projects, including grading, drainage, street improvements, hydrology reports, Water Quality Management Plans (WQMP), National Pollutant Discharge Elimination System (NPDES) reports, and Storm Water Pollution Prevention Plans (SWPPP); utilities permits/plans; surveying; and subdivision projects, including lot line adjustments, tract maps, parcel maps and certificates of compliance.

On-Call Plan Check Services

CITY OF EL MONTE | EL MONTE, CA

Project Manager. Mr. Niknafs is responsible for reviewing grading and drainage plans for various land development projects for the City. Our team is contracted with the City of El Monte to provide plan check/review services and staff support to oversee the construction of various CIP projects and wireless communications facilities. Reviews include grading, soils report reviews, sewer, water, and storm drain improvements, hydrology reports, SWPPPs, Low Impact Development, street improvement plans, parcel/tract maps, easements and lot line adjustments.

On-Call Plan Check Services

CITY OF PICO RIVERA | PICO RIVERA, CA

Project Manager. Mr. Niknafs oversees this on-call plan check contract for the City of Pico Rivera. Reviews include subdivision maps, parcel maps, boundary adjustments and legal descriptions for conformance with local and state ordinances and laws; grading plans; street improvement plans; utility improvement plans; stormwater quality management plans; hydrology and hydraulic calculations and reports; engineer's cost estimate for the related items of work for bonding purposes; engineer's reports, including stormwater pollution prevention plans; erosion and sediment control plans; and geotechnical report review.

Plan Check & Traffic Engineering Services

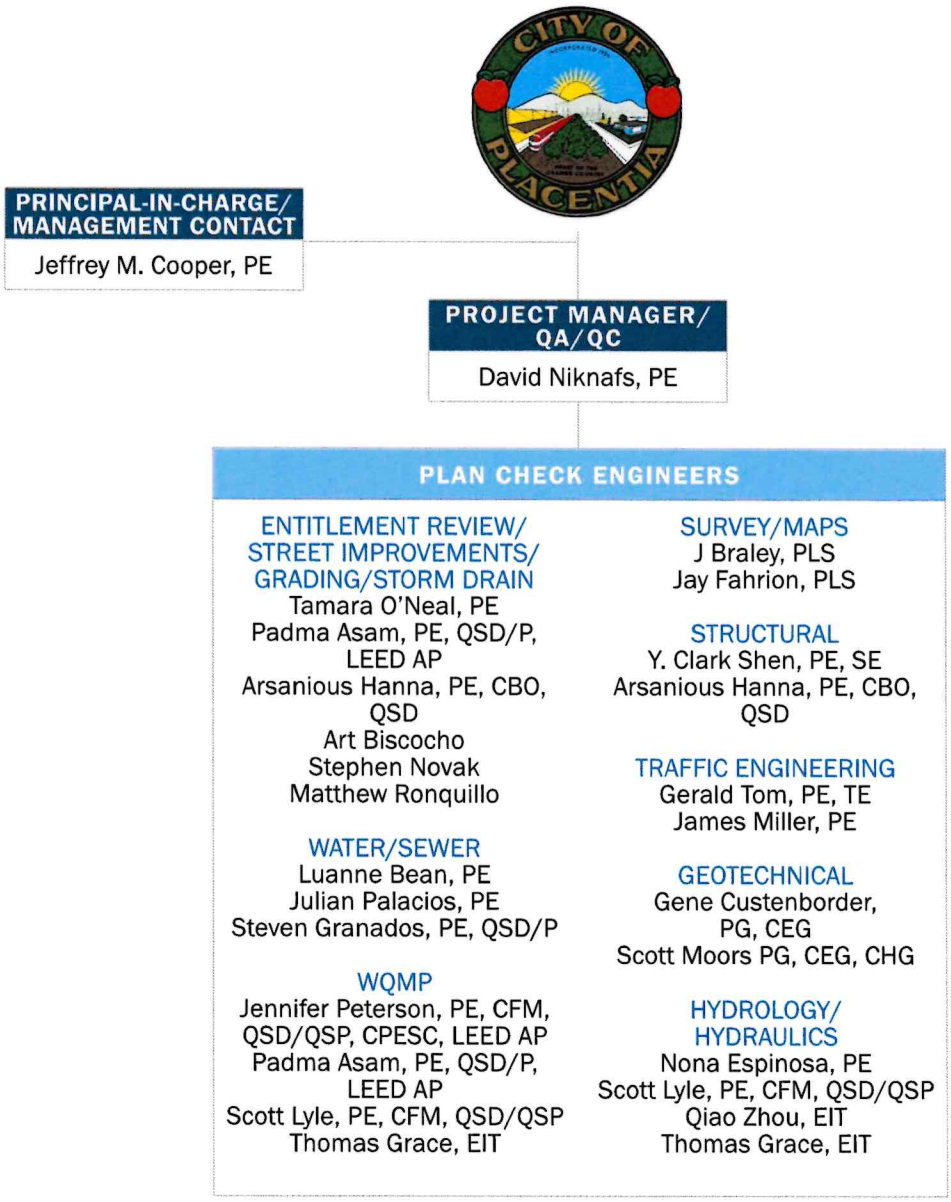
CITY OF COMPTON | COMPTON, CA

Project Manager. Mr. Niknafs is responsible for providing professional plan check services and traffic engineering services for the City's Public Works Department. Services include technical plan check for engineering documents and plans and review of maps and legal descriptions for conformance with Federal, State and local regulations, particularly the California Subdivision Map Act and general compliance with City Standards, Ordinances and Regulations, including the Low Impact Development requirements identified in City of Compton Ordinance 2,252 (including maintaining database Excel spreadsheet for BMPs tracking through the various stages of development).

C. SUMMARY SHEET — ORGANIZATION CHART

Organization Chart

Our team of experts brings direct, relevant, successful and current experience working on projects of similar scope and complexity. We are equipped with the resources to provide the City with the requested On-Call Development Plan Checking and Entitlement Review Services. Shown below are team roles and responsibilities.



D. ALLOCATION OF RESOURCES

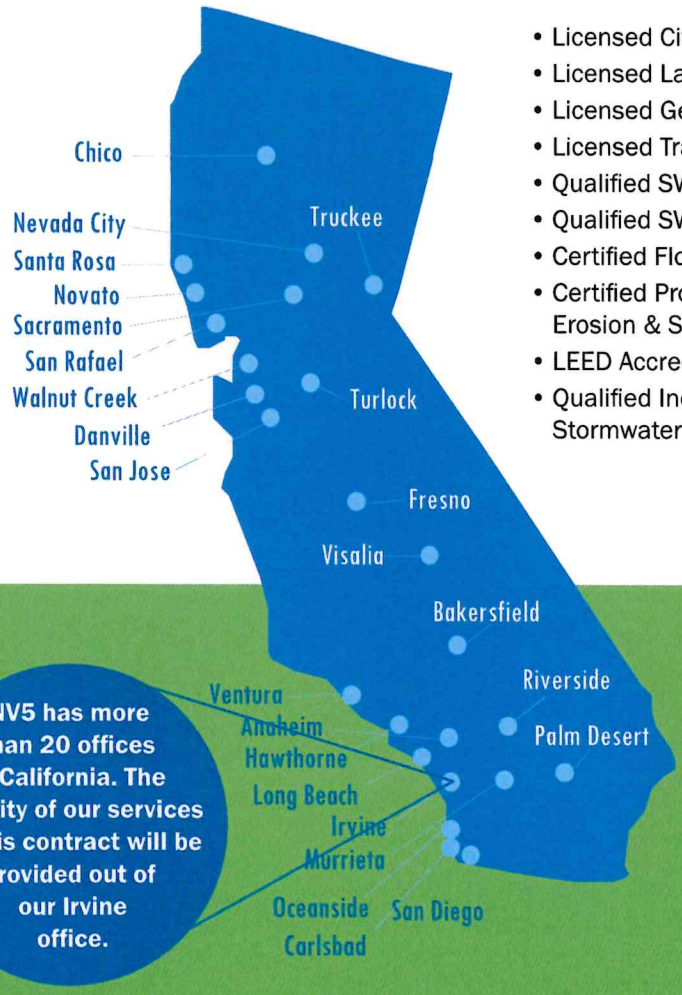
Firm Profile

NV5, Inc. has been providing engineering and consulting services to public and private sectors for more than 70 years, delivering solutions through six business verticals: Testing, Inspection and Consulting; Infrastructure; Utility Services; Environmental Health Sciences; Buildings and Program Management; and Geospatial Technology. With more than 100 offices nationwide and abroad, NV5 has access to over 4,000 employees in a variety of fields who help clients plan, design, build, test, certify and operate projects that improve the communities where we live and work.

Allocation of Resources

NV5 has assembled a team of high-level professionals who will be made available to the City upon request. Our access to a deep bench of more than 4,000 professionals provides us with the ability to assign staff member(s) with the most appropriate experience and licenses/certifications based on the project type, size and requirements while balancing workloads and meeting obligations without overloading any one engineer. Redundancy in expertise and abilities is built into our program to assure that each position is supported by additional team members who are trained experts in their field. For each discipline of plan review, we have identified Subject Matter Experts (SMEs) who will oversee various aspects of the project. These SMEs will report directly to the Project Manager responsible for providing on-time project delivery, open and effective communication, and meeting the needs of the City.

In addition to the services requested in this RFQ, NV5 can also provide additional services if needed. Our key services include:



- Licensed Civil Engineers
- Licensed Land Surveyors
- Licensed Geologists
- Licensed Traffic Engineers
- Qualified SWPPP Developers
- Qualified SWPPP Practitioners
- Certified Floodplain Managers
- Certified Professionals in Erosion & Sediment Control
- LEED Accredited Professionals
- Qualified Industrial Stormwater Practitioners
- Certified Professionals in Storm Water Quality
- Certified NASSCO PACP/LACP/MACP
- Envision Sustainability Professionals
- Certified Engineering Geologists
- Professional Traffic Operations Engineers
- And several other licensed and certified professionals who can be made available to the City

NV5 has more than 20 offices in California. The majority of our services for this contract will be provided out of our Irvine office.

RECENT EXPERIENCE WITH THE CITY INCLUDES:

- **City Hall and Police Station HVAC System Replacement and Solar Energy Project (Engineering Design)**
- **Old City Hall Office Renovation (Inspection)**
- **Crowther Sanitary Sewer Pipeline Replacement (CM and Inspection)**
- **Residential Slurry Seal and Arterial Roadway Rehabilitation (Engineering Design)**
- **FY 19-20 Arterial Roadway Rehab (Inspection)**
- **ADA Curb Ramp Reconstruction (Engineering Design)**
- **Parque del Arroyo Verde Renovation (Engineering Design)**

Understanding of Scope of Work

NV5 understands that the City desires to establish a list of Consultants to perform development plan checking and entitlement review services for roads, sewer and storm facilities, City facilities, parks, and other related engineering services. Specific items of work include:

- Entitlement Review
- Subdivision Maps
- Hydrology & Hydraulics
- Street Improvement Plans
- Grading Plans
- Water, Storm and Sewer Plans
- Traffic Studies
- Water Quality Management Plans

NV5 agrees to the Scope of Work and Services as included in this RFQ. Our general approach, work plan, management and QA/QC plan are included on the following pages and can be tailored to meet the City's needs.

PLAN CHECK APPROACH

Our primary approach is to serve as a direct extension of the City staff. NV5 will take every measure possible to see that the City's timeline is met. It is our intention to consistently beat the plan review turnaround times while assuring continuous quality and reasonable implementation of the state codes and all local amendments. We will put forth a coordinated effort and responsibility to track and coordinate all applications or requests received in the City.

All plan check services will be driven by the accepted architect-engineering and industry professional practices, and will comply with the applicable regulations. Turnaround times of plan checks are crucial, and we intend to return plan checks within the timelines outlined by the City. We continually train existing employees and recruit new talent to exceed the expectations of our clients.

We understand how essential it is for individual departments to work together in order to build a successful project. Our philosophy is to work closely with all departments, divisions and agencies to eliminate redundancy and increase efficiency. We understand the difficulties in interpreting design standards, and we take pride in providing solutions for your constituents.

Outlined below is the general process the NV5 team utilizes to provide plan review services. This is presented as a guideline to be adjusted according to the processing procedures of your jurisdiction. We will work with the



City in a seamless manner for review of plans for code compliance and keeping projects moving to the finish line.

PROJECT DELIVERABLES: PLAN CHECK PROJECTS

Deliverables for a typical plan check project include:

- Cost confirmation letter (if required)
- Signed comment letter with checklist
- Redlined plans

In compliance with state law, all plan check services will be performed by or under the responsible charge of a California licensed professional eligible to prepare and sign the type of map, plan, or professional study being reviewed. All plan review memos will be signed and sealed by a duly licensed professional.

PLAN CHECK SUBMITTALS SEQUENCE

Each submittal will generally follow the following sequence:

First Plan Check

The initial plan check will be comprehensive and identify all significant issues. It is important to present significant issues to the developer as early in the review process as possible, so that the developer can respond in a timely manner. In addition to the typical scope of services, the first plan check will include the following:

- Plan Review Checklist
- Review of Conditions of Discretionary Approval
- Analysis of Easement Requirements and Right-Of-Way Needs
- Identification of Required Coordination with Inter-Agency Jurisdictional Issues

Subsequent Submittals

Plan check resubmittals are reviewed for completeness and to determine if all previous comments have been fully addressed. If the developer has made significant changes

to the submittal, new review comments may be necessary. The NV5 plan checker will identify remaining deficiencies in the documents for subsequent reiterations of the plan check submittals.

Final Review

We anticipate that after no more than three (3) plan checks, NV5 will request that the developer submit final plans and associated documents, as required by the City for final review. NV5 will confirm that plans are complete and that all associated documents have been submitted. NV5 will then provide an approval letter and other required documents and transmittals, depending on the type of review.

Transmittal

NV5 will 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

NV5 will assure that corrections are handled as quickly and as clearly as possible. We will identify all corrections based on compliance with specific standards, codes and regulations. We will either provide notes on the plans as appropriate, or provide a correction sheet detailing which items need to be addressed for plan approval.

Each project will be reviewed with strict adherence to our company policy of independent objectivity as a third party. Projects have ranged from the simple to the complex across all types of construction. Our wide exposure and expertise allow 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, while we use Agency standard checklists as a basis for our review, we also review each individual project for site-specific impacts and technical merits — including boundary conditions and general construction considerations. Our Plan Review Reports are written to provide the design team with a clear and concise understanding of the issues. Comments from each discipline are grouped together for easy reference, and each comment references a specific item in the plans or specifications as well as a reference.

Approvals

Upon completion of each plan review, plans and supporting documents will be returned to the City recommending



approval. 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 will complete the initial plan review in 10 working days and considerably less time for rechecks. However, some plans may require expedited review. At your request, we will perform plan review services within an accelerated time frame. Accelerated plan review may require an additional fee, agreed upon by the applicant and NV5.

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. Our experience suggests greater involvement early in the design process yields exceptional benefits. We feel it is helpful to be involved in Development Review meetings for projects subject to the Planning Review process.

MANAGEMENT PLAN + QA/QC

Our managerial approach is based on shared expectations and clear and consistent communication with City staff throughout the delivery of projects.

Our plan review process highlights the tools and techniques we will employ to deliver quality, accurate, timely and responsive plan reviews:

Reliable and Responsive Service. Our project manager will provide proactive communication, utilize proven project management tools and best practices, and will anticipate your needs and quickly respond with accurate and detailed information every step of the way. We are available to meet

with the City at kickoff and progress meetings to discuss procedures, projects, and to maintain momentum and project schedules.

Efficiently Meet Turnaround Deadlines and Maintain Development Momentum. An emphasis will be placed on our staff's experience with the City and requirements to proactively facilitate communication and processing. We will work to assure proven quality assurance and schedule control measures are implemented.

Maintain Accuracy and Cost Savings Through Proven Processes and Continuity. We can implement integrated, standardized processes, including electronic plan reviews that will be utilized by seasoned staff members who deliver plan review comments that are consistent, thorough, accurate, and done right the first time.

INTEGRATED PLAN REVIEW PROCESS

The step-by-step review process that we follow for every plan check/review assures that review standards are consistently implemented on each project.

We will implement a comprehensive program based on best practices to validate that each and every review is thorough, accurate, consistent and timely.

This system's success 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. The specific action items in our process include:

Coordination and Communication: Our staff will handle the necessary administrative functions, such as project tracking, managing project controls, maintaining and distributing communications, reviewing agendas and ordinance issues, and fielding calls on project status.

Analyzing Submittals: Our team will review and assess initial submittals for completeness, review title sheets and non-technical issues; maintain files; monitor due dates; monitor contract budget and status tracking reports; and coordinate invoicing. Consistency will be maintained by assigning the project to the same reviewer that performed the previous reviews, unless circumstances dictate otherwise.

Facilitating Quality Reviews: Our experienced public works plan reviewers will routinely review agency standards, ordinances, guidelines, and update checklists; write comment letters; coordinate project returns; attend review meetings; and communicate comments to the applicant and designers. Because of our depth of resources and project tools (checklists, comment letters), reassigned projects can be reviewed without missing deadlines or causing unnecessary rechecks.

Providing Expertise: Our experts will provide a quality, comprehensive review of plans, studies, maps and reports in accordance with all accepted engineering practices, the Subdivision Map Act, applicable regulations and City development standards. Our experts are also available to meet with your staff to clarify comments and discuss solutions, as well as provide full and complete reviews for each project that will minimize the number of resubmittals by the customer.

Quality Assurance/Quality Control: We are committed to a Quality Assurance, Quality Control and Constructability Review protocol for all deliverables submitted to a client. Our QC policy requires our project engineer and project manager to sign off on the cover sheet and commit that they have reviewed the submittal and are accepting responsibility for the quality of the documents prior to being submitted for review by peers.

CLIENT TESTIMONIAL

"[NV5]'s professionalism, responsiveness and commitment to exceptional customer service has greatly assisted the City in processing heavy current development demands as well as working through a backlog of over 30 projects that predated NV5's involvement with the City."

— Amer Jakher, City of Beaumont

F. REFERENCES

References

Below are contracts for which our team has provided similar services to those requested in this RFQ within the last five (5) years. NV5 does not have any terminated contracts.

Client References

CLIENT/CONTACT INFORMATION	PROJECTS WITHIN THE LAST FIVE YEARS
City of La Habra Heights Fabiola Huerta, City Manager, 562.694.6302, fhuerta@lhhcity.org	• On-Call Plan Check Support Services (2016-Current)
City of El Monte Lee Torres, PE, City Engineer, 626.580.2055, ltorres@elmonteca.gov	• On-Call Plan Check Services (June 2019-Current)
City of Villa Park Steve Franks, City Manager, 714.998.1500, sfranks@villapark.org	• On-Call Plan Check Support Services (July 2016-Current; previous contract: 2011-2014)
City of Dana Point Matthew Sinacori, Director of Public Works/City Engineer, 949.248.3574, msinacori@danapoint.org	• Plan Check Services (January 2016-Current)
City of Seal Beach Iris Lee, Deputy Public Works Director/City Engineer, 562.431.2527, ext. 1322, ilee@sealbeachca.gov	• On-Call Plan Check Services (2022-Current)
City of Beaumont Jeff Hart, Public Works Director, 951.769.8522, jhart@beaumontca.gov	• On-Call Plan Check, Inspection and Stormwater Management Services (2018-Current; previous contract - February 2016-2018)
County of San Bernardino Michele Martin, Supervising Engineer, 909.387.5308, michele.martin@lus.sbcounty.gov	• On-Call Civil & Water Quality Management Plan Check Services (Civil) (2020-Current)
City of Compton John Strickland, Project Manager, 310.605.5505, jstrickland@comptoncity.org	• Plan Check & Traffic Engineering Services (2022-Current)
City of Pico Rivera Kenner Guerrero, 6615 Passons Blvd., Pico Rivera, CA 90660, 562.801.4351, kguerrero@pico-rivera.org	• On-Call Plan Checking Services (2019-Current)
Riverside County Department of Transportation Benjie Cho, Plan Check Senior Civil Engineer, 951.955.6880, bcho@rivco.org	• Grading, Hydrology, Hydraulic & WQMP Review (2021-Current)
City of Desert Hot Springs Jilleen Ferris, City Engineer, 760.329.6411, ext. 220, jferris@cityofdhs.org	• Plan Check Services (April 2022-Current)
City of San Diego Gary Geiler, Assistant Director, City of San Diego Development Services Department, 619.446.5366, GGeiler@sandiego.gov	• On-Call Plan Check + Inspection Services (2022-Current)
City of Ventura Shawn Huff, Chief Building Official, 805.677.3963, shuff@cityofventura.ca.gov	• Citywide Plan Check Review Services (2022-Current)

RFQ No. PW-23-04 ON-CALL DEVELOPMENT PLAN CHECKING AND ENTITLEMENT REVIEW SERVICES

APPENDIX C

CERTIFICATION OF PROPOSAL TO THE CITY OF PLACENTIA

1. The undersigned hereby submits its proposal and, by doing so, agrees to furnish services to the City in accordance with the Request for Proposal (RFQ), dated October 2023, and to be bound by the terms and conditions of the RFQ.

2. This firm has carefully reviewed its proposal and understands and agrees that the City is not responsible for any errors or omissions on the part of the proposer and that the proposer is responsible for them.

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

4. The proposal includes all of the commentary, figures and data required by the Request for Proposal, dated October 2023.

5. This firm has carefully read and fully understands all of the items contained in Section 7, General Requirements. This firm agrees to all of the general requirements except for those disclosed by the firm in project proposal, listed on an attachment.

6. The proposal shall be valid for 90 days from October 5, 2023.

Name of Firm: NV5, Inc.

By: _____
(Authorized Signature)

Type Name: Jeffrey M. Cooper, PE

Title: Senior Vice President

Date: October 16, 2023

CITY OF PLACENTIA
PROFESSIONAL SERVICES AGREEMENT
WITH
BUREAU VERITAS NORTH AMERICA, INC.

THIS AGREEMENT is made and entered into this 21ST day of November, 2023 ("Effective Date"), by and between the CITY OF PLACENTIA, a municipal corporation ("City"), and Bureau Veritas North America, Inc., a California corporation ("Consultant").

W I T N E S S E T H:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide on-call development plan checking and entitlement review services as more fully described herein; and

B. WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. WHEREAS, City and Consultant desire to contract for the specific services described in Exhibit "A" (the "Project") and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in Consultant's Proposal ("Proposal"), attached hereto as Exhibit "A" and incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement. Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. Officers and employees shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City and within the hereinafter specified. Evaluations of the work will be done by the City Administrator or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

(a) Meet with Consultant to review the quality of the work and resolve the matters of concern;

(b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or

(c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.5. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. 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. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, a notice setting forth provisions of this non-discrimination clause.

Consultant shall, in all solicitations and advertisements for employees placed by, or on behalf of Consultant shall state that all qualified applicants will receive consideration for employment without regard to age, race, color, religion, sex, marital status, national origin, or mental or physical disability. Consultant shall cause the paragraphs contained in this Section to be inserted in all subcontracts for any work covered by the Agreement, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense. All insurance requirements contained in this Agreement are independently applicable to any and all subcontractors that Consultant may engage during the term of this Agreement.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have

access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "A." Consultant's total compensation shall not exceed Three Hundred Fifty Thousand Dollars ($ 350,000.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal or which is inconsistent with or in violation of the provisions of this Agreement unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable. Should the City request in writing additional services that increase the hereinabove described "SCOPE OF SERVICES", an additional fee based upon the Consultant's standard hourly rates shall be paid to the Consultant for such additional services.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the Effective Date.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit "A." The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party. If a delay beyond the control of the Consultant is encountered, a time

extension may be mutually agreed upon in writing by the City and the Consultant. The Consultant shall present documentation satisfactory to the City to substantiate any request for a time extension.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of three years, ending on November 21, 2026, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. One (1) two-year extension is available on Consultant performance and at the discretion of the City. Approval of the term extension is contingent upon City Council review and approval at the conclusion of the initial three-year term.s

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing at least fifteen (15) days prior written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City. If the City suspends, terminates or abandons a portion of this Agreement such suspension, termination or abandonment shall not make void or invalidate the remainder of this Agreement.

If the Consultant defaults in the performance of any of the terms or conditions of this Agreement, it shall have ten (10) days after service upon it of written notice of such default in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

The City shall have the right, notwithstanding any other provisions of this Agreement, to terminate this Agreement, at its option and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement, immediately upon service of written notice of termination on the Consultant, if the latter should:

a. Be adjudged a bankrupt;

b. Become insolvent or have a receiver of its assets or property appointed because of insolvency;

c. Make a general assignment for the benefit of creditors;

d. Default in the performance of any obligation or payment of any indebtedness under this Agreement;

e. Suffer any judgment against it to remain unsatisfied or unbonded of record for thirty (30) days or longer; or

f. Institute or suffer to be instituted any procedures for reorganization or rearrangement of its affairs.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including

the date of City's written notice of termination within thirty-five (35) days after service of the notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant. City shall not be liable for any claim of lost profits.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

(a) Broad-form commercial general liability, in a form at least as broad as ISO from #CG 00 01 04 13, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars ($1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit. If Consultant maintains higher limits that the specified minimum limits, City requires and shall be entitled to coverage for the high limits maintained by the Consultant.

(b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars ($1,000,000.00), combined single limits, each incident for bodily injury and property damage.

(c) Workers' compensation insurance as required by the State of California and Employers Liability Insurance with a minimum limit of $1,000,000 per accident for any employee or employees of Consultant. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers for losses arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

Before execution of this Agreement by the City, the Consultant shall file with the Public Works Director/City Engineer the following signed certification:

> I am aware of, and will comply with, Section 3700 of the Labor Code, requiring every employer to be insured against liability of Workers' Compensation or to undertake self-insurance before commencing any of the work.

The Consultant shall also comply with Section 3800 of the Labor Code by securing, paying for and maintaining in full force and effect for the duration of this Agreement, complete Workers' Compensation Insurance, and shall furnish a Certificate of Insurance to the Public Works Director/City Engineer before execution of this Agreement by the City. The City, its officers and employees shall not be responsible for any claims in law or equity occasioned by failure of the consultant to comply with this section.

Neither the CITY nor any of its elected or appointed officials, officers, agents, employees, or volunteers makes any representation that the types of insurance and the limits specified to be carried by Consultant under this Agreement are adequate to protect Consultant. If Consultant believes that any such insurance coverage is insufficient, Consultant shall provide, at its own expense, such additional insurance as Consultant deems adequate.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions as worded below:

(a) Additional insureds: "The City of Placentia and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."

(b) Notice: "Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required polices are reduced; (3) or the deductible or self-insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, Consultant shall forthwith obtain and submit proof of substitute insurance. Should Consultant fail to immediately procure other insurance, as specified, to substitute for any canceled policy, the City may procure such insurance at Consultant's sole cost and expense."

(c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Placentia, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Placentia shall be excess and not contributing with the insurance provided by this policy."

(d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Placentia, its officers, officials, agents, employees, and volunteers.

(e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self-Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance and endorsements shall be attached hereto as Exhibit "B" and incorporated herein by this reference.

5.5. Non-limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Administrator or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement. It shall be the Consultant's responsibility to assure that the Project Manager is kept informed of the progress of the performance of the services and the Consultant shall refer any decision, which must be made by City, to the Project Manager. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Project Manager.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement and who shall not be

changed by Consultant without the express written approval by the City. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement, or the work hereunder may be provided by personal delivery, facsimile or if mailed, shall be addressed as set forth below and placed in a sealed envelope, postage prepaid, and deposited in the United States Postal Service. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 72 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:	IF TO CITY:
Bureau Veritas North America, Inc. 220 Technology Drive, Suite 100 Irvine, CA 92618 Tel: 916-514-4516	City of Placentia 401 E. Chapman Ave Placentia, CA 92870 Tel: 714-993-8132
Attn: Craig Baptista	Attn: Chris Tanio

6.5. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.6. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California. Consultant agrees to submit to the personal jurisdiction of such court in the event of such action.

6.7. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.8. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings brought against the City, its elected and appointed officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence, recklessness, or willful misconduct by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint,

or suit asserts as its basis the negligence, recklessness, or willful misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.9. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

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

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

6.11. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.12. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, preliminary notes, working documents, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City but shall be made available to the City within ten (10) days of request or within ten (10) days of termination. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, preliminary notes and working documents, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City. Consultant or Consultant's agents shall execute such documents as may be necessary from time to time to confirm City's ownership of the copyright in such documents.

6.13. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.14. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.15. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.16. Prohibited Employment. Consultant will not employ any regular employee of City

while this Agreement is in effect.

6.17. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, the conflict shall be resolved by giving precedence in the following order, if applicable: This Agreement, the City's Request for Proposals, the Consultant's Proposal.

6.18. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.19. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.20. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.21. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.22. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.23. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. 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. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.24. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.25. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF PLACENTIA,
A municipal corporation

_____ Date: _____
Damien R. Arrula, City Administrator

ATTEST:

_____
Robert S. McKinnell, City Clerk

CONSULTANT – Bureau Veritas North America, Inc.

Craig Baptista
_____ Date: 11/8/2023
Signature

Craig Baptista
_____
Craig Baptista, Vice President, M.B.A.

06-1689244
_____
Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

_____ Date: _____
Christian L. Bettenhausen, City Attorney

APPROVED AS TO INSURANCE:

_____ Date: _____

Krystle Murillo, Risk Manager

APPROVED AS TO CONTENT:

Chris Tanio

_____ Date: 11/8/2023

Chris Tanio, Deputy Director/City Engineer

DEPARTMENTAL APPROVAL:

Luis Estevez

_____ Date: 11/8/2023

Luis Estevez, Deputy City Administrator

EXHIBIT A

CONSULTANT'S PROPOSAL AND SCOPE OF WORK

EXHIBIT B

CERTIFICATES OF INSURANCE AND ENDORSEMENTS



PROPOSAL

CITY OF PLACENTIA

ON-CALL DEVELOPMENT PLAN CHECKING AND ENTITLEMENT REVIEW SERVICES

PRESENTED TO

October 26, 2023

City of Placentia
Attn: Chris Tanio, P.E.
Deputy Director/City Engineer
401 E. Chapman Avenue
Placentia, CA 92870

CONTACT REGARDING THIS PROPOSAL

Craig Baptista, M.B.A. (Management Contact)
Vice President - West, Plan Review & Inspection
220 Technology Drive, Suite 100
Irvine, CA 92618
P: 916.514.4516 | C: 916.291.9151
E: craig.baptista@bureauveritas.com

A. LETTER OF TRANSMITTAL

October 26, 2023

Attn: Chris Tanio, P.E.
Deputy Director/City Engineer
401 E. Chapman Avenue
Placentia, CA 92870

RE: Request for Proposals for On-Call Development Plan Checking and Entitlement Review Services

Dear Mr. Tanio,

Bureau Veritas North America, Inc. (BV) is pleased to submit our qualifications to provide **On-Call Development Plan Checking and Entitlement Review Services** to the City of Placentia (City). We fully understand the scope of the work requested in the RFP which requests engineering plan check services in support of various public improvements associated with private development projects. Our proposal will highlight our previous experience of providing similar services to nearby jurisdictions.

We have the breadth and depth of resources, skills and expertise needed to provide the requested services for the City. We have served nearly 200 agencies throughout California in an on-call capacity since 1975, including engineering plan review. We are keenly aware of the desire for high-quality customer service, timely reviews, reliability, responsiveness and cost-effective solutions. Our commitment to provide accurate and appropriate solutions to our clients and our ability to quickly and efficiently meet the needs of the communities we serve makes BV an ideal partner for the City of Placentia. We offer optimal solutions to deliver quality services:

- Unparalleled civil plan review expertise by licensed and certified professionals
- Proven experience in serving jurisdictions in Orange County and throughout California
- Established relationships to ensure timely reviews, transparency and responsiveness
- Depth of resources to maximize flexibility and deliver quality services
- Electronic review and best practices to consistently meet turnaround schedules

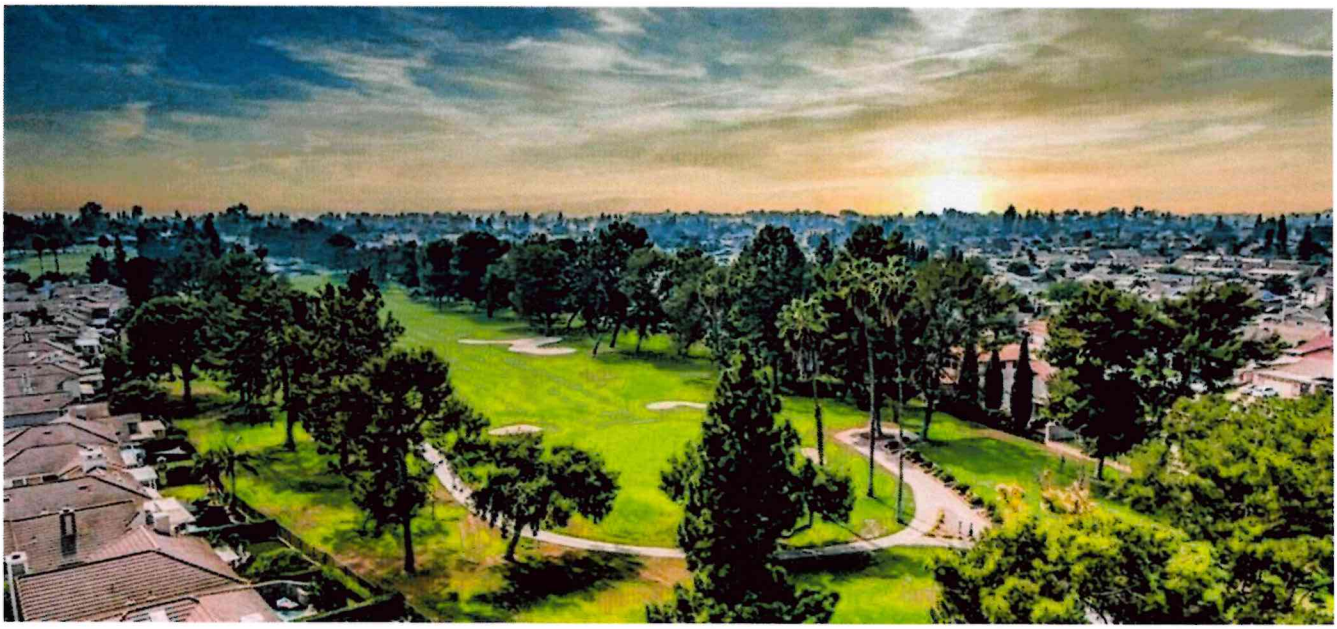
Our partnership with the City of Placentia will be managed through our Irvine office just 19 miles away, with support as needed by additional staff, enabling quick and efficient responses. The management representative with full authority sign an agreement to bind the firm is Craig Baptista, Vice President - West, Plan Review & Inspection. The project manager responsible for day-to-day management of the project is Trang Huynh, P.E., C.B.O., Regional Manager.

BV looks forward to a successful, professional relationship with the City of Placentia by providing excellent On-Call Development Plan Checking and Entitlement Review Services by promoting transparency in our work, improving efficiencies and exceeding your expectations.

Sincerely,

Craig Baptista, M.B.A. (Management Contact)
Vice President - West, Plan Review & Inspection
Bureau Veritas North America, Inc.
220 Technology Drive, Suite 100
Irvine, CA 92618
P: 916.514.4516 | C: 916.291.9151
craig.baptista@bureauveritas.com

Trang Huynh, P.E., C.B.O. (Project Manager)
Regional Manager
Bureau Veritas North America, Inc.
220 Technology Drive, Suite 100
Irvine, CA 92618
P: 714.487.4223
trang.huynh@bureauveritas.com



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COST PROPOSAL ..... Under separate cover

C.1. SUMMARY SHEET

APPENDIX B: SUMMARY SHEET

RFQ No. PW-23-04 ON-CALL DEVELOPMENT PLAN CHECKING AND ENTITLEMENT REVIEW SERVICES

APPENDIX B

SUMMARY SHEET

Firm Name: Bureau Veritas North America, Inc.

Firm Parent or Ownership: Bureau Veritas North America, Inc. is a wholly owned subsidiary of Bureau Veritas Holdings, Inc.

Firm Address: 180 Promenade Circle, Suite 150

Sacramento, CA 95834

Firm Telephone Number: 916.725.4200

Firm Fax Number: 916.725.8242

Number of years in existence: Bureau Veritas North America, Inc. - 20 years (Incorporated in 2003)
Bureau Veritas - 195 years (Founded in 1828)

Management Contact (person responsible for direct contact with the City of Placentia and services required for this Request for Proposal):

Name: Craig Baptista, M.B.A. Title: Vice President - West, Plan Review & Inspection

Telephone Number: 916.514.4516 Fax: 916.725.8242

Email: craig.baptista@bureauveritas.com

Project Manager (Person responsible for day-to-day servicing of the account):

Name: Trang Huynh, P.E., C.B.O. Title: Regional Manager / Project Manager

Telephone Number: 714.487.4223 Fax: 916.725.8242

Email: trang.huynh@bureauveritas.com

Types of services provided by the firm: Civil plan review and inspection, building plan review and inspection, fire plan review and inspection.

BUREAU VERITAS 220 Technology Drive, Suite 100, Irvine, CA 92618
P 714.431.4100 | www.bvna.com

C.2. PERSONNEL ASSIGNED TO THE PROJECT

PERSONNEL SUMMARY

Below is a summary of qualifications of the personnel who will be assigned to the City of Placentia project team.

Name / Title/ Role	Experience	Degrees	Certifications / Registrations
Craig Baptista, M.B.A. Management Contact Vice President - West, Plan Check & Inspection	20+ years	M.B.A., Business Management	Six Sigma Green Belt Certified; OSHA 30 United States Navy: Honorable Discharge
Trang Huynh, P.E., C.B.O. Project Manager Regional Manager	38+ years	M.B.A.; B.S., Civil Engineering Leadership for Senior Executives Certificate	Registered Professional Engineer: CA, #C36627; ICC Certified: Building Official; California Certified Green Building Professional; California Licensed Real Estate Professional
Armil Allahyarian, M.S. Business Unit Operations Manager	7+ years	B.S., Civil Engineering M.S., Civil Engineering	CA Engineer in Training ICC Certified: Building Plans Examiner
Orland Obtera, E.I.T., LSIT Assistant Project Manager	27+ years	B.S., Civil Engineering	CA Engineer-in-Training, 113805; CA Land Surveyor-in-Training, 6100; OSHA 30 Hour Certificate
Benjamin De La Cruz, P.E. Civil Plan Review Engineer	29+ years	B.S., Civil Engineering	Registered Professional Engineer: CA, #58892
Reza Soltani, P.E. Civil Plan Review Engineer	19+ years	B.S., Civil Engineering	Registered Civil Engineer: CA, #76402
Craig Hamner, P.E. Civil Plan Review Engineer	32+ years	B.S. Civil Engineering	Registered Civil Engineer: CA, #28745
W. Matthew Addington, PE, PLS, QSD, QSP Civil Plan Review Engineer	21+ years	B.S., Civil Engineering	Registered Professional Engineer: CA, #C43770; California Professional Land Surveyor; California WQCB QSD/QSP; California WQCB QSD/QSP; ICC Certified: Building Official
Wendy Haggard, P.E. Civil Plan Review Engineer	12+ years	M.S., Civil Engineering; B.S., Civil and Environmental Engineering	Registered Professional Engineer: CA, #66422
Jee Choy, P.E. Civil Plan Review Engineer	44+ years	M.S. Civil Engineering B.S. Civil Engineering	Registered Professional Engineer: CA, #46287
Monte Bowers, P.E. Civil Plan Review Engineer	46+ years	B.S., Civil Engineering	Registered Professional Engineer: CA, #26493
Ben Kang, E.I.T. Civil Plan Review Engineer	5+ years	B.S., Civil Engineering	Engineer-in-Training 175779
Joseph Atienza Principal Traffic/Lighting Mgr. The Alliance Group (Sub)	25+ years	B.S., Civil Engineering	CA CE#77225 CA TE#02511
Zachary Eng, T.E. Senior Traffic Engineer The Alliance Group (Sub)	30+ years	B.S., Electrical Engineering	California RTE #02124

C.3. MANAGEMENT CONTACT AND PROJECT MANAGER

Craig Baptista

Management Contact / Vice President - West, Plan Check & Inspection

EDUCATION

M.B.A.

B.S., Business Management

REGISTRATIONS/ CERTIFICATIONS

Six Sigma Green Belt Certified

OSHA 30

United States Navy: Honorable Discharge

PROFESSIONAL AFFILIATIONS

Occupational Safety and Health Administration (OSHA)

International Code Council (ICC)

TOTAL YEARS OF EXPERIENCE

20+

Prior to joining Bureau Veritas, Craig served as Director of Operations and is a business professional experienced in leading multiple branch offices in various states. Craig has over 20 years of experience in the construction industry. He is results-oriented and has exceptional experience building and managing successful programs and relationships. He is a skilled communicator capable of articulating complex ideas in a concise and persuasive manner. Craig has proven experience as a facilitator of solutions for client problems and is a strategic thinker with the ability to translate vision into tactics. He is self-motivated, passionate and resourceful. Craig has expertise identifying client needs and is able to execute problems quickly by utilizing his professional business management skills. He is equally effective working independently or collaborating with others.

SELECT PROJECT EXPERIENCE

Craig has managed various projects as Director of Operations and successfully reduced operating expenses by 18% through implementation of a preventative maintenance program and establishment of a baseline repair cost matrix. He provided leadership, mentoring, direction and training for a 35 member Operations team that included Branch Managers, Project Managers, and other staff. He developed annual business plans, market strategies, operations and sales goals which resulted in year over year growth. Craig has worked on various significant projects, including, but not limited to:

- Apple Campus II in Cupertino, CA
- Cal Trans - Bay Bridge Project in Oakland, CA
- Tesla Gigafactory in Sparks, NV
- Souza Construction - Lemoore Naval Air Station Project in Fresno, CA
- Advance Range Solution - Fort Hunter Liggett in Jolon, CA
- Hensel Phelps - Mule Creek Prison in Ione, CA

Vice President - West, Plan Check & Inspection

Bureau Veritas North America, Inc.

2015 - Present

Serves as Vice President for the West Coast code compliance division. Manages over 50 employees throughout California, Arizona, Nevada, Washington, and Utah. Oversees plan review and inspection activities to ensure BVNA has ample resources to meet turnaround times and provide quick response to inspection requests. Works directly with plan review team to gain efficiencies in turnaround times. Effectively reduced the number of reviews by promoting direct contact with designers and municipalities to remedy code deficiencies during the first and second reviews, allowing our team to approve projects during the second submittal phase.

C.3. MANAGEMENT CONTACT AND PROJECT MANAGER

Trang Q. Huynh, P.E., C.B.O.

Project Manager / Regional Manager

EDUCATION

Master of Business Administration

B.S., Civil Engineering

Certificate of Completion - Leadership for Senior Executives

REGISTRATIONS/ CERTIFICATIONS

Registered Professional Engineer:

CA, #C36627

ICC Certified:

Building Official

California Certified Green Building Professional

California Licensed Real Estate Professional

PROFESSIONAL AFFILIATIONS

International Code Council (ICC)

American Society of Civil Engineers (ASCE)

California Building Officials (CALBO)

Former Vice-Chair and member of the City of Highland Planning Commission

Past President of the Board of Directors of the Central Business Center in Upland

Past President of the Foothill Chapter of ICC

TOTAL YEARS OF EXPERIENCE

39+

Trang is a licensed professional engineer and ICC certified building official with over 39 years of experience working in public and private services as executive director and plan review engineer. He has implemented excellent public service programs and gained exceptional understanding of the building and safety division, community and economic development, public relations, redevelopment, financial and budget management, employee and organizational developments, and state and local officials. As a professor for Cambridge College in Southern California he has taught graduate and undergraduate classes in business, finance, and management. Trang has outstanding public relations, management, and problem solving skills with a proven record of strong and positive working relationships with local and state elected officials, inter-governmental agencies, business organizations, development community, labor groups, community groups, and residents. He was awarded the "Civil Engineer of the Year" award by the ASCE Chapter of San Bernardino and Riverside in 2011. He was also a recipient of the "Good Government Award" from the BIA Inland Empire Chapter in 2015. Finally, Trang has an excellent understanding of cultural diversity and knows how municipality services can be provided efficiently with an objective from "Good to Great".

Trang has held the position of Building Official for multiple jurisdictions, including City of San Clemente, City of Manhattan Beach, City of Rancho Cucamonga and City of Rialto.

SELECT PROJECT EXPERIENCE

Regional Manager, Southern California

Bureau Veritas North America, Inc.

2017 - Present

Directs the BVNA Building & Safety and Civil Engineering operations for the Southern California region, serving as the supervising building official and plan check engineer for multiple Southern California municipalities. Responsibilities include building official duties, special project management, managing contracts of permits, plan check, and inspection services for 24 jurisdictions.

Building and Safety Services Director

City of Rancho Cucamonga

2002 - 2017

As one of the executive team members of the City to directed and coordinated the work of the Community Development team. Managed all activities and operations of building and fire plan checks, permits, building and fire inspections, grading, community improvement, code enforcement, citizen volunteers for an affluent community of 175,000 people. Prepared and administered an annual operating budget up to $4,200,000. Supervised up to 40 employees, citizen volunteers and interacted with businesses, developers, designers and residents. Executive member of the City's economic development team to develop and implement the economic development strategy plans. Worked with other departments to manage the City's annual capital building and improvement projects. Excellent knowledge and understanding of managing municipal services from business improvements and economic developments to public safety. Has outstanding public relations, management, and problem solving skills. Have a proven record of strong and positive working relationship with local and State elected officials, inter-governmental agencies, business organizations, development community, labor groups, community groups and residents.

C.4. ORGANIZATIONAL CHART

ORGANIZATIONAL CHART

BV is able to support the entire scope of services outlined in the City of Placentia's RFP for On-Call Development Plan Checking and Entitlement Review Services. The organizational chart below represents some of our staff members with key personnel for this project highlighed in red. A summary of their experience appears on the following pages in this section, along with Management Contact and Project Manager resumes. Additional personnel with a breadth of knowledge and technical expertise are available as needed and their resumes can be provided upon request.

LEADERSHIP TEAM

Craig Baptista, M.B.A.
Management Contact /
Vice President - West, Plan Check & Inspection

Trang Huynh, P.E., C.B.O.
Project Manager / Regional Manager

Armil Allahyarian, M.S.
Business Unit Manager

Orland Obtera, E.I.T., LSIT
Assistant Project Manager

PLAN REVIEW TEAM

Benjamin De La Cruz, P.E.
Reza Soltani, P.E.
Craig Hamner, P.E.
W. Matthew Addington, P.E., PLS, QSD/P
Wendy Haggard, P.E.
Jee Choy, P.E.
Monte Bowers, P.E.
Ben Kang, E.I.T.

SUBCONSULTANT (Traffic Engineering)
The Alliance Group
Zachary Eng
Joseph Atienza

D. ALLOCATION OF RESOURCES

WELL POSITIONED TO MEET YOUR NEEDS

BV is committed to providing professional services to the City of Placentia requested in the City's RFP. Our firm is dedicated to utilizing skilled personnel who provide efficiencies and other value added insights which may result in cost and time savings for the City and its community. BV is committed to providing the highest level of customer service to the City of Placentia.

Bureau Veritas (BV) has a long history of providing code compliance services throughout the U.S., and globally BV is one of the world's leading providers of plan review and inspection services. Founded in 1828, BV is a corporation with global operations and digital solutions that go beyond simple compliance to help organizations large and small—across five continents—reduce risk, improve performance, and promote sustainable development. The worldwide BV network now has over 80,000 employees with 1,500 offices. For the past 47 years, BV has provided code compliance services throughout California through its six offices in the state and nearly 200 employees. BV has more than 400 code compliance professionals nationwide.

BV has provided extensive public works services including civil, structural, geotechnical, drainage, traffic and environmental services for residential and commercial projects, new building construction, industrial scale building projects and large scale power generation facilities. BV's approach to doing business aligns with the City's needs, providing a comprehensive framework for meeting the needs of the community. BV continually strives to support the safety and well being of the jurisdictions we serve.

DAYS AND HOURS OF OPERATION

Monday - Friday
8:00 a.m. - 5:00 p.m.
After hours availability for emergencies and special requests



CUSTOMER SERVICE PHILOSOPHY

Our role is to serve the community on behalf of the jurisdiction, while protecting the life and safety of the people. We understand the importance of delivering a high level of customer service when supporting a jurisdiction with civil engineering and construction plan checks, inspections, and other community development-related activities. We have built our organization on acting with integrity, honesty, and professionalism.

WHAT SETS US APART

We are ideally suited to provide On-Call Development Plan Checking and Entitlement Review Services because we possess:

Unparalleled Expertise

- Proven Track Record Nationally (500+ Agencies)
- Public Works, Building and Fire Life Safety Consulting to Nearly 200 Agencies in California
- Municipal Management and Staff Augmentation Expertise
- Key Staff That Have Helped Establish and Implement the Latest Codes

Depth of Resources & Proximity to Meet Peak Workloads

- 50+ Offices Throughout the U.S. - 7 Offices in California including Irvine, Pasadena, Westlake Village and San Diego in Southern California
- Registered Engineers and ICC-Certified Staff Dedicated to Code Compliance

Best Practices and State-of-the-Art Processes to Consistently Meet Turnaround Schedules

- Comprehensive, Formalized Plan Check Procedures
- Award-Winning Web-Based Project Tracking and Controls
- Electronic Plan Check to Save Time, Money and Paper – A GREEN solution
- 99% Success Rate Meeting Review Turnaround Schedules

BUREAU VERITAS 220 Technology Drive, Suite 100, Irvine, CA 92618
P 714.431.4100 | www.bvna.com

D. ALLOCATION OF RESOURCES

RESOURCE ALLOCATION

BV has the ability to perform all of the requirements outlined in the City of Placentia's RFP with expansive available resources to meet the City of Placentia's needs for On-Call Development Plan Checking and Entitlement Review Services. Each designated team member will support the City's projects.

We are committed to meeting and exceeding your project objectives and goals and are extremely well positioned to perform plan checking services for the various engineering plans, maps, and studies in the manner and time frame that has yielded accurate, timely, high quality and cost effective reviews for many clients over the past 40 years.

Our response will illustrate that BV can be the comprehensive provider of choice for all the City of Placentia's plan review contracting needs. BV is the firm with the right skill set to provide the City with On-Call Development Plan Checking and Entitlement Review Services. We are the largest plan review firm in the United States, with a long-established operation in California.

Our staff is registered, certified and dedicated to our municipal clients. In addition to meeting your civil plan review needs, BV can assist with other development review tasks, such as entitlement processing and developing conditions of approval, updating and incorporating policies, procedures, guidelines, and standards. BV offers a wide range of engineering and other services that may be employed to suit your evolving needs.

BV will always strive to deliver excellent service, and will work hard to meet and exceed your expectations regarding agreed upon review times. Our proposed program establishes the process necessary to ensure that the City will receive only the highest quality and timely reviews. We will provide the City and its submittal applicants with clear written comments to submitted documents with the objective of verifying compliance with the City's adopted codes, zoning ordinances, drainage regulations and other adopted ordinances, policies and standards.

Our plan review team knows the value of clear and transparent communication and knows how to work together in conjunction with the jurisdiction. This philosophy is put into practice in all of our projects and is a great value to our municipal clients. BV's experience, resources and knowledge enable us to provide the City with very competitive plan review fee and labor rates. Because of our extensive knowledge of municipal project plan review we are open to renegotiating



future fees for large scale projects, on a case by case basis, as determined by the City.

As a result of our exceptional attention to customer service, large pool of experienced personnel and ability to provide value-added services like electronic plan review, BV is the right choice for meeting the City of Placentia's municipal engineering needs. By selecting BV, the City can be assured that their chosen firm is able to supply superior service. Our #1 goal is to meet and exceed the service levels required by our clients. We are committed to providing staff continuity, close communication, immediate accessibility to staff and information, implementation of best practices and pro-actively solve issues not clearly identified in the code.

BV will pro-actively ensure exceptional customer service, balance development momentum with code compliance/ processing requirements and seamlessly serve as an extension of your staff. The City can be confident that BV is the right choice for your On-Call Development Plan Checking and Entitlement Review Services needs.

D. ALLOCATION OF RESOURCES

METHODOLOGY

Our team becomes familiar with the requirements of a public agency before beginning a review and continually monitors trends and legislation in order to advise the City on ordinances and standard practices to consider for adoption. BV has extensive public sector experience, which assures that public interests are fully protected. We understand that careful consideration of issues and impacts is needed in addition to technical expertise. We have devoted a great deal of time over the years to refining our approach and developing documentation to assist our clients and train our staff to ensure highly efficient plan review procedures.

BV will work to ensure that submittals are properly coordinated and tracked by following an established internal plan check coordination process in which each plan received for review is entered into our database, processed and returned on time to the client. Our plan tracking procedures are designed to track each submittal throughout the review process and maintain accurate and comprehensive records for each submittal. To accomplish this we:

- Screen and log each application to assure that they are routed to all plan reviewers in a timely manner.
- Submittals are reviewed for compliance with all ordinances and the City of Placentia's codes. The log serves as a tracking device to assure turnaround times and completeness of the review.
- Plan reviews will be done in accordance with local, state and federal regulations with which local jurisdictions are mandated to enforce as well as all codes and ordinances in effect by adoption at the time of plan review. Preliminary consultations will be provided to the applicant upon request, to assist and guide them in the design and plans preparation process.
- Information shown on each permit application is verified. Construction valuation is based on information provided by the City of Placentia and compared to estimates provided by the applicant.
- Provide a thorough civil plan review of design drawings and details for compliance with all state and local codes
- Preparation of a review letter report
- Review of developer response letter to the review
- Plan review management.
- BV assures that corrections are handled as quickly and as clearly as possible. Our goal is to help the applicant through the plan review process. All corrections are identified based on compliance with specified codes and regulations.

Generally, corrections are identified in two ways. Notes are made on plans during electronic review or on hard copy plans if appropriate and a correction sheet is generated detailing what items need to be addressed before plans can be approved. The City shall approve the development of any customized correction sheets. Correction sheets for specific projects shall be forwarded to the City along with a cover memo containing at least the following:

- The date(s) plans were received and reviewed
- The date(s) the applicant was notified of completed plan reviews
- The name and telephone number of the applicant

During the plan review process, BV is prepared to meet with the applicant or architect/engineer, City employees or consultants at any time. Telephone discussions or meetings at project sites are welcomed to assure that any plan review issues are handled efficiently. We propose to meet at the offices of the engineering division or at a particular project site. Our goal is to issue approved plans as quickly as possible but in full compliance with laws, codes, ordinances and regulations. Upon completion of the plan review, the following information package is prepared and logged as a minimum:

- Completed plan check documents including sign-offs
- Transmittal letter documenting any conditions associated with issuance of a permit, if any
- Marked up plan review documents
- Two sets of approved building plans
- Backup documents and reports
- Documents provided in desired City format

Transmittal of Plans and Correction Lists

BV assumes responsibility for the pickup and return of plans. All plans shall be picked up from the City offices within 24 hours of notification. Should the volume of work be sufficient, we propose to establish regular pick up of plans on a consistent basis. We will also utilize shipping courier, at no additional cost to the City. Upon completion of each plan review, we will forward a copy of the correction list to both the City and the applicant, by email. When corrected plans are resubmitted, the previous procedure will be followed or the applicant may schedule an office visit to go over any corrections in person. When plans are completed they are stamped, signed and forwarded by BV staff. Our transmittal forms will be customized for the City of Placentia.

D. ALLOCATION OF RESOURCES

Plan Review Turnaround Times

Bureau Veritas is able to meet or exceed the City of Placentia's requirements for plan review turnaround times.

Typical timeframes for delivering services are:

Type of Plan Check	Turnaround Times
Standard	
Initial Submittal	8 business days maximum
Subsequent Submittals/ Resubmittals	5 business days maximum
Extremely Large or Complex Projects	Varies based on scope and size of project
Fast Track	
Initial Submittal	5 business days maximum
Subsequent Submittals	3 business days maximum

Quality Control

To ensure that the work assignment is being performed at the highest professional level, BV relies on the management and technical excellence of its personnel and a proven QA/QC program. This assures the quality of all the work performed under this contract meets client approval. BV has developed and implements corporate QA policies, consistent with all applicable federal and state regulatory requirements and standards, covering all aspects of project performance, technical quality, and peer review. These policies are implemented at each professional and technical level to provide a well-balanced, independent QA program, which assures the quality of reports, technical reviews, annuals and other documentation prepared by BV. This ensures that the product is consistent with the established standards from the standpoint of quality, validity, and legal defensibility.

Quality Assurance Program

At BV, we all share the responsibility for continual improvement of our quality management process and believe that our program, supported by our BV business model and our code of ethics, will ensure the continual delivery of high quality products and services to City. Like the City of Placentia, BV believes in community health and wellness. We will establish BV as a City of Placentia preferred supplier in conformity assessment and certification services in the fields of quality assurance, health and safety, environment, and social responsibility (QHSE).

Our quality management system provides the framework for continual improvement of our internal management processes and resources which will in turn add value for City through the services offered and delivered. In addition, our quality management system gives the company and City the confidence that the provision of services and products will be delivered consistently to predetermined high standards.

Budget Controls

Budget control is achieved by closely monitoring work assignment labor and direct expenses. Work reports must be completed by each individual and the labor hours must be approved by the project manager before being charged to the project. Similarly, expense reports, and other direct expenses must be approved by the project manager prior to entering the cost data system. and progress on deliverables. In addition, an internal schedule including critical milestones and deliverable due dates will be established prior to initiating the task work, allowing time for editorial and technical review and changes.

Once placed in the system, the following budget control reports will be produced by our accounting group and will be available for review by the project manager.

- The Labor Report – Identifies task-specific personnel, budgeted labor hours, current week's hours, cumulative hours expended, and remaining hours under each task.
- Project Detail Report – Provides records of all direct expenses and labor cost. It also indicates the overall work assignment status, including hours and expenses budgeted, current and cumulative charges, and remaining balance.

The BV project manager will inform the designated client representative on the status of the budget, percent of budget used, and work accomplished.

Schedule Controls

Work assignment schedules will be managed on several levels. The project manager will maintain regular contact with the City of Placentia manager to communicate the project status

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D. ALLOCATION OF RESOURCES

TECHNOLOGIES AND INNOVATIONS

BV's staff utilizes a series of proven technologies to streamline service delivery, enhance communication, and promote transparency. The firm uses electronic plan review, where reviews and comments are accessible in real time on-line. These tools encourage collaboration, enhance expedited requests, save money and time, reduce waste and storage space, build consensus, and promote project transparency.

Fast Track Plan Review

BV provides plan review activities on a fast track basis to reduce the impact on project contraction schedules. Turnaround times for each submittal relate to the size and nature of the submittal and impact on the project schedule. To reduce turn around times for plan review, the firm uses electronic submittals, phased submittals, conference calling, videoconferencing, and site visits by plan review staff.

BV has built long-term partnerships with many agencies and municipalities. The firm understands accuracy, efficiency, and integrity in all aspects of professional services is required. Testimony to BV's professional excellence is the fact it has a large number of repeat clients and client referrals. Because of the firm's large pool of accessible resources it is able to assemble experienced personnel in order to assist with project schedule recovery when necessary. BV maintains efficient turnaround times on all reviews as a key measurement of its performance for plan review services.

BV also accommodates preliminary reviews to facilitate fast tracked or accelerated projects. This aids with timely turnaround and creates good public relations. The firm's staff makes recommendations for resolutions if requested. The firm also meets with agencies, City staff, and citizens, as needed, to discuss its findings.

Digital Plan Review

Bureau Veritas has successfully implemented and utilized digital plan review in over 60 federal, state, and local agencies for multiple years.

Digital plan review uses software which presents customers with a convenient alternative solution to printing and delivering paper plans to City offices at zero cost. This modern solution has become especially valuable as municipalities seek to continue service delivery to their communities while focusing on their health and safety during the COVID-19 crisis.

The proposed personnel have extensive experience using multiple digital plan review software platforms, including Bluebeam Revue, eTRAKiT, Accela, CityTech, ProjectDox, energov, Central Square, and Cityworks. Additionally, the firm has its own system which it can offer to the City of Placentia.

By utilizing digital methods, plan review personnel can quickly and accurately review plans for compliance with applicable codes. Plans are submitted via the secure and confidential GoPost applicant portal, a proven system accessible through the internet. Clients who have a plan review going through the online process are able to see where their plans are in the review process, ask questions, receive comments, submit updates, and more. GoPost accepts multiple file types, from AutoCAD to PDFs, Word, and more. Digital plan review has numerous advantages including, but not limited to, the following:

- Eliminate the need to physically print and carry plans to the City
- Know project status at all times
- Use the online portal to communicate with the review team
- Reduce printing and courier costs

Digital plan submittal and commenting allows for economical movement of plans and quick turnaround. Plans with comments can be viewed and discussed as needed to resolve issues quickly and efficiently.



D. ALLOCATION OF RESOURCES

ACCURATE, TIMELY AND RESPONSIVE PLAN REVIEWS

Our plan review process highlights the tools and techniques we will employ to deliver quality, accurate, timely, and responsive plan reviews:

- Reliable & Responsive Service. Our project manager, through our CARE plan review and processing program, proactive communication, proven project management tools, and best practices, will anticipate your needs and quickly respond with accurate and detailed information every step of the way. We are available to meet with the City at your convenience to discuss procedures and projects to maintain momentum and schedule.

- Efficiently Meet Turnaround Review Schedule & Maintain Development Momentum. A premium will be placed on our staff's already well-grounded knowledge of your processes and requirements to proactively facilitate communication and processing. We will work to ensure proven quality assurance and schedule control measures are implemented.

- Maintain Accuracy & Cost Savings Through Proven Processes & Continuity. Bureau Veritas is able to provide integrated, standardized processes and innovative digital, web-based solutions at no additional cost. Utilized by seasoned staff members who have worked successfully on plan review projects, this helps ensure that reviews are consistent, thorough, accurate and done right, the first time. We are able to customize our approach for the City based on your needs in order to deliver solutions with positive results.

- Customized Check Lists and Tracking Logs. A key to maintaining close communication is the ability to give the stakeholders status updates on where their projects are in the review process. We will utilize customized check lists and tracking logs for the City of Placentia according to your needs to ensure the successful delivery of our services.



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D. ALLOCATION OF RESOURCES

CARE PROGRAM – A PROVEN, FORMALIZED & INTEGRATED PLAN REVIEW PROCESS

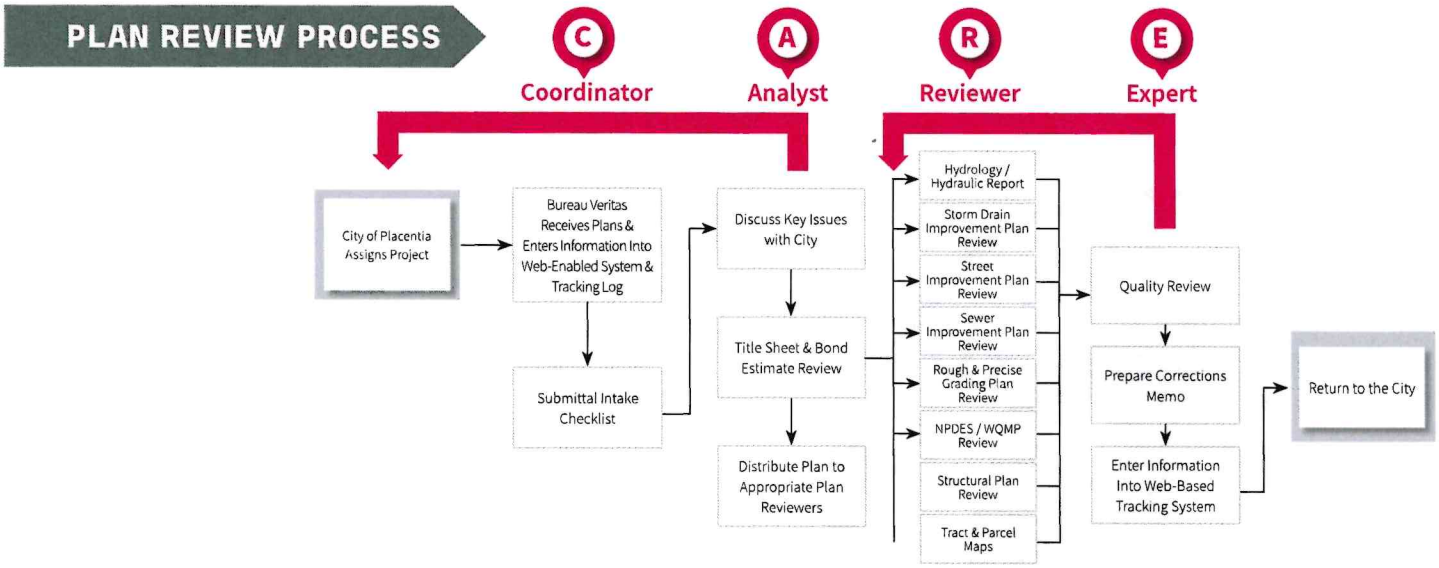
The plan review process is shown in the flowchart below and managed through our CARE Program, a formalized and integrated process whereby Coordination, Analytical, Review, and Expert management/quality control functions are consistently implemented on each and every project. We will implement a comprehensive program based on best practices to validate that each and every review is thorough, accurate, consistent, and timely. This system's success 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. The specific roles of each of our CARE elements include:

Coordinator: Our clerical staff will handle various administrative functions, such as logging information (project tracking, time budgeting), managing project controls, maintaining and distributing communications, reviewing agendas and ordinance issues, and fielding calls on project status. The Coordinator is the first line of contact for each project submittal.

Analyst: Our analysts will review submittals, title sheets, and non-design items; maintain files; monitor due dates; monitor contract budget and status tracking reports; and coordinate invoicing. Our analysts also maximize and "right place" staff resources to meet turnaround times in a quality manner. When assigning resubmittals to staff, our Analyst ensures consistency by passing the project to the same reviewer that performed the previous reviews. Reassignments are done when unforeseen circumstances dictate.

Reviewer: Our experienced public works plan reviewers will routinely review agency standards, ordinances, guidelines, and checklists; create comments letters; coordinate project return with the coordinator; attend review meetings; and communicate questions/solutions to project stakeholders. Because of our depth of resources and project tools (checklists, corrections letters, etc), reassigned projects can be reviewed without missing deadlines or causing unnecessary rechecks.

Expert: Our experts will provide quality review of applicable plans, studies, and reports in accordance with all accepted engineering and industry professional practices and shall comply with the applicable regulations; visit the client contact regularly; monitor project progress with the reviewer; disseminate project/agency information to the team; train team members; peer review comments letters; and communicate questions/solutions to stakeholders. Our Experts provide the quality assurance reviews to each project which will minimize the number of resubmittals.



D. ALLOCATION OF RESOURCES

LOCATIONS AND PROXIMITY

We propose a highly qualified, multi-faceted core team of professionals dedicated to assisting the City of Placentia. Our team is comprised of experienced engineers, plans examiners, inspectors and other public works professionals. All members are cross-trained to provide broadest levels of service, while minimizing staff expense. Bureau Veritas' existing Placentia office has been set up to serve the City and is poised to seamlessly deliver additional services. In California, we have 6 offices dedicated to municipal clients and code compliance services. These locations are illustrated below.

IRVINE
220 Technology Drive, Suite 100
Irvine, CA 92618
Tel: 714.431.4100

PASADENA
600 N. Rosemead Blvd., Suite 205
PASADENA, CA 91107
Tel: 626.325.9800

WESTLAKE VILLAGE
250 N. Westlake Blvd., Suite 150
WESTLAKE VILLAGE 91362
Tel: 805.230.2888

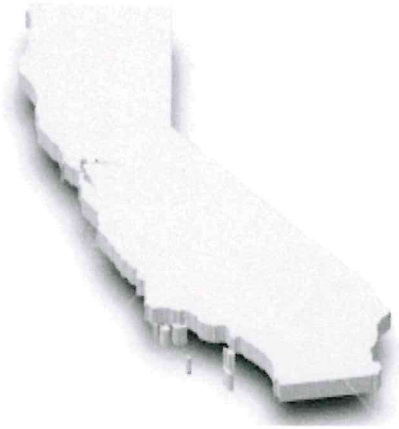
SAN DIEGO
9988 Hibert Street, Suite 100
SAN DIEGO 92131
Tel: 858.863.2000

SACRAMENTO
180 Promenade Circle, Suite 150
SACRAMENTO 95834
Tel: 916.725.4200

SANTA ROSA
111 Santa Rosa Ave, Suite 406
SANTA ROSA 95404
Tel: 707.206.1265

SAN LUIS OBISPO
1411 Marsh St. Suite 107,
SAN LUIS OBISPO 93401
Tel: 805.792.1109

www.bvna.com
Toll Free: 877.235.0653



Dedication to Comprehensive Service Delivery

BV has an extensive background in public works, planning, building, engineering, inspections and fire services. The firm's range of experience in this unique arena covers literally every key area of service defining an engineering department in today's industry. The firm is skilled at helping existing departments augment or refine their current level of client service or capable of crafting a department from the ground up. Service offerings include:

- Engineering Reviews
- Construction Inspection
- Planning
- Permitting
- Plan Review - Building & Fire
- Inspections
- Code Interpretation
- Code Adoption and Ordinance Preparation
- Planning and Zoning Meeting Attendance
- City Council Meeting Attendance
- Building Official Duties
- Permit Tracking and Record Keeping
- Budget and Staffing Planning
- Pre-Design and Pre-Construction Meetings
- Fee Schedule Evaluation and Updates

BV is committed to providing professional services that will utilize skilled personnel who provide efficiencies and other value added insights which may result in cost and time savings for the City and its community. BV is committed to providing the highest level of customer service to the City and its citizens.



E. UNDERSTANDING OF SCOPE OF WORK

PROJECT UNDERSTANDING

BV has an understanding of the **On-Call Development Plan Checking and Entitlement Review Services** needed by the City of Placentia and will be able to administer all of the duties and responsibilities set forth in the RFP. Our highly qualified team will seamlessly assist the City in meeting the requested needs.

Within established timeframes, BV will review work submitted to the City by private land owners/developers and/or their engineers/surveyors and shall provide experienced personnel, equipment, and facilities to perform plan checking services as related to the following areas and requirements outlined in the RFP:

- Entitlement Review
- Subdivision Maps
- Hydrology and Hydraulics
- Street Improvement Plans
- Grading Plans
- Water, Storm, and Sewer Plans
- Traffic Studies (performed by subconsultant)
- Water Quality Management Plans

CIVIL PLAN REVIEW SERVICES

BV's extensive experience providing On-Call Development Plan Checking and Entitlement Review Services to public agencies throughout California enables us to evaluate items which are essential to providing effective services to the City.

We offer services that range from reviewing and inspecting a single, complex or unique project to handling all plan review and inspection needs for a City. Our staff are dedicated to providing the highest level of customer service and ensuring that all work is in conformance with all requirements. Our resources can be adjusted on fast-track projects, as needed, to meet demanding schedules.

Plan Review Compliance Standards

Our professional staff evaluates all city, state, and federal requirements applicable to the project before beginning a review. Requirements for civil infrastructure originate from multiple sources including statutory requirements, local ordinances and design guidelines, federal requirements including ADA and NPDES, state requirements including Title 24, and the requirements of any affected utilities, districts, or agencies.

Civil infrastructure and site plans are reviewed for conformance to the following quality standards:

- Greenbook
- Geotechnical Report recommendations
- Conditions of Approval of the use permit or Tentative Map
- Municipal Code and local ordinances
- Jurisdiction's design guidelines and standard plans and specifications
- ADA and Title 24 accessibility standards
- NPDES C.3 requirements when applicable
- Environmental mitigation requirements
- Requirements of affected outside agencies and utility districts

Our professional plan reviewers will provide a comprehensive assessment of the conformance of submitted improvement plans to these quality standards.

Improvement Plan Review Tasks

The following outlines our typical scope of services for the review plans:

- Check design for conformity to the approved tentative map and conditions of approval
- Evaluate the layout for consistency with the final map
- Review grading plans for consistency with the applicable drainage standards and grading ordinance
- Erosion and sediment control provisions
- Storm Water Pollution Prevention Plans and RWQCB N.O.I.
- Review horizontal and vertical alignment of streets for conformance to the applicable street design standards, check pavement structural section against geotechnical recommendations
- Review storm and sanitary sewer systems and hydrology/hydraulic calculations
- Review water distribution system for fire hydrant and valve spacing
- Street light spacing, and location for potential conflicts
- Review underground utilities for crossing clearances and conflicts
- Review for compliance with outside agency requirements
- Review quantities, estimates and schedules

Prompt delivery of quality plan reviews is the hallmark of our service. Ideally, the review process involves no more than two plan submittals, perhaps three under extraordinary circumstances. To achieve this, it is important for the plan reviewer to see the "big picture" during the approval process,

E. UNDERSTANDING OF SCOPE OF WORK

and to expedite the review, while assuring adherence to all City standards and requirements.

At the completion of each review, comments noting any deficiencies are prepared for the applicant. Review comments may be distributed by the City staff, or directly to the applicant by BV, depending on the City's preference. Copies of review letters are always forwarded to the City for its records and files. Our customary practice is to provide comments in narrative form in a memorandum. We find this method to be more precise than just marking the submittal alone. Additionally, this method facilitates the transmission and preservation of comments in electronic format.

Development Review & Entitlement Processing
Accurate, timely Civil Engineering Plan and Final Map Reviews facilitating land development projects requires a strong public-private partnership. Project momentum must be balanced with engineering, water quality, traffic, public safety, and final map plans that comply with applicable codes, requirements, and design standards. The various parties need impartial counsel from registered engineers and land surveyors and quick turnaround review comments. Development review and entitlement processing involves working seamlessly with the public agency and developer in the preliminary planning stages to facilitate development agreements along with the review of civil engineering plans and maps for conformance with conditions of approval along with local and other applicable ordinances and standards. All work is performed under the direction of a registered Civil Engineer. BV utilizes proven best practices, staff specialists, and comprehensive web-based tools to provide timely review, responsiveness, and accurate and detailed review comments.

Our Approach

Scope definition
BV will meet with the client to define their scope of services, project performance needs and expectations, turnaround review schedule, communication and work flow process protocol, and key stakeholder contacts. Setting expectations initially promotes a partnership to create a customized solution that achieves project goals.

Implementation
Our firm has formulated a Quality Control program that is used to effectively manage the development review and entitlement processing workflow. Through our CARE (Coordinator, Analyst, Reviewer, Expert) Program, our team of professionals ensures thorough, accurate, and consistent services.

Communication
Our staff utilizes a series of proven technologies to streamline service delivery, enhance communication, and promote transparency. We are adept in the use of the City's preferred platform, Bluebeam Revue. BV also has its own comprehensive, web-based project management system that delivers secure access 24/7 to project data, generates e-mail updates, and digitizes the entire plan review, map review, and inspection process. We also use electronic plan review, where reviews and comments are accessible in real time via the web. These tools encourage collaboration, enhance expedited requests, save money and time, reduce waste and storage space, build consensus, and promote project transparency.

Map Review and Land Surveying
Final Maps and Parcel Maps - Our professional staff can provide comprehensive City Surveyor services as may be required by the City:

Final Maps and Parcel Maps - Review Final Maps and Parcel Maps for conformance to the requirements of the Subdivision Map Act, the Land Surveyors Act, the City's Municipal Code and ordinances, the approved Tentative Map, and any conditions of approval which have been set by the Planning Commission. Certify the technical accuracy of approved maps in accordance with §66442 and §66450 of the Subdivision Map Act.

Reversions to Acreage - Review Reversions to Acreage Maps prepared pursuant to §66499.11 of the Subdivision Map Act.

Lot Line Adjustments and Parcel Mergers - Review of legal descriptions prepared to affect Lot Line Adjustments pursuant to §66412(d), and Parcel Mergers pursuant to §66451.10 of the Subdivision Map Act.

Legal Descriptions and Plats - Review and/or preparation of legal descriptions and plats for right-of-way takes, easements, or for other purposes when necessary.

Certificates of Correction - Review of proposed map amendments and Certificates of Correction prepared pursuant to §66469 of the Subdivision Map Act.

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E. UNDERSTANDING OF SCOPE OF WORK

SUBCONSULTANT
Traffic Engineering

THE ALLIANCE GROUP
ENTERPRISE, INC.

BV is proud to partner with **The Alliance Group Enterprise, Inc. (TAGE)** for the traffic engineering portion of the work for the City of Placentia. The Alliance Group Enterprise, Inc (TAGE) is a California based transportation engineering firm which is headquartered in Los Angeles. TAGE provides a wide spectrum of design and management services that culminate in a wide range of Project/Program Management, Construction Management, Project Controls and Engineering Design Services. The firm is certified as SBE, DBE, MBE and LSBE. With 25 team members supported by several professional engineers, TAGE has significant experience working on various sizes of projects with agencies and organizations such as Caltrans, FHWA, FTA, County of Los Angeles, City of Los Angeles, County of Los Angeles along with railroads such as Union Pacific Rail Road (UPRR), Burlington Northern Santa Fe (BNSF), Metrolink (SCRRA) as well as many large and small local agencies.

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F. REFERENCES

REFERENCES

BV has provided similar municipal services to nearly 200 jurisdictions throughout California since 1975. The following are select references of clients to which we have provided services as the prime consultant over the last five years.

ENGINEERING PLAN CHECK / MAP REVIEW (2013 - PRESENT)

Orange County Public Works 601 N Ross St, Santa Ana, CA 92701
Contact: Hadi Tabatabaee PE, CBO, CGBP, CASp , Building Official
Address: Phone/Email: 714.667.8843 | hadi.tabatabaee@ocpw.ocgov.com



BV performs review of private developer plans for major and minor subdivision map development projects to comply with OCPW standards requirements. Plan review involves grading plans, public street improvements, composite underground utility for storm drain, sewer, water plans, hydrology and hydraulics report, erosion control, storm water BMP compliance and engineer's cost estimate.

CIVIL PLAN REVIEW (2022 - PRESENT)

City of Chula Vista 276 Fourth Avenue, Bldg B, Chula Vista, CA 91910
Contact: Ramon Esquer, PE, CPSWQ, QSD/QSP, Senior Civil Engineer
Phone/Email: 619.476.2557 | resquer@chulavistaca.gov



BV reviews private developer plans to City for permit applications for public improvement plans. Includes grading plans, public street improvements, composite underground utility for storm drain, sewer, water plans, hydrology.hydraulics report, erosion control, storm water BMP compliance and engineer's cost estimate. Currently plan checking 7 public improvement plans for private

ENGINEERING PLAN CHECK / MAP REVIEW (2018 - PRESENT)

City of Santa Rosa 100 Santa Rosa Avenue, Suite 3, Santa Rosa, CA 95404
Contact: Gabe Osburn, Deputy Director of Development Services
Phone/Email: 707.543.3839 | gosburn@srcity.org



BV performs plan check of private developer plans for major and minor subdivision map development projects. Involves review of final map, grading plans, public improvement plans, composite underground utility for storm drains, sewer, water plans, storm water control plans, hydrology/hydraulics report, signing and striping plans, on-site retaining wall plan.

CIVIL AND LANDSCAPE PLAN REVIEW (2022 - PRESENT)

City of Santa Clara 1700 Walsh Avenue, Santa Clara, CA 95050
Contact: Dave Staub, Deputy Director of Public Works
Phone/Email: 408.615.3086 | dstaub@santaclaraca.gov



BV conducts review of private developer plans submitted for City planning and building permit applications for Storm Water Compliance, Solid Waste and Landscape city standards requirements. Involves Grading plans, Public street improvements, composite underground utility for storm drain, sewer, water plans, hydrology and hydraulics report, erosion control, City storm water BMP compliance and engineer's cost estimate. BV has performed approximately 50 plan review projects for the City.

CIVIL PLAN REVIEW (2023 - PRESENT)

City of Hermosa Beach 1315 Valley Dr., Suite 100, Hermosa Beach, CA 90254
Contact: Michelle Licata, Associate Engineer
Phone/Email: mlicata@hermosabeach.gov | 310.318.0228



BV performs review of private development projects to comply with City of Hermosa Beach Public Works standards requirements. Plan review involves public street improvements, grading plan, composite underground utility for storm drain, sewer, water plans, hydrology and hydraulics report, erosion control, storm water BMP compliance and engineer's cost estimate.

F. REFERENCES

CALIFORNIA JURISDICTIONS SERVED

Below is a select list of clients BV has served in an on-call capacity, including engineering plan review services.

Southern California Cities

City of Agoura Hills
City of Aliso Viejo
City of Alpine
City of Anaheim
City of Anza
City of Beverly Hills
City of Blythe
City of Brea
City of Burbank
City of Carson
City of Cathedral City
City of Chino
City of Chino Hills
City of Chula Vista
City of Commerce
City of Corona
City of Costa Mesa
City of Covina
City of Culver City
City of Desert Hot Springs
City of El Centro
City of Escondido
City of Fillmore
City of Fontana
City of Fullerton
City of Garden Grove
City of Glendale
City of Hesperia
City of Huntington Beach
City of Imperial County
City of Indio
City of Irvine
City of Irwindale
City of Jurupa Valley
City of La Mesa
City of La Quinta
City of Laguna Hills
City of Laguna Niguel
City of Lake Elsinore
City of Lancaster
City of Lawndale
City of Lompoc
City of Long Beach
City of Los Alamitos
City of Malibu
City of Manhattan Beach
City of Mojave Desert
City of Moreno Valley
City of Murrieta
City of Needles
City of Newport Beach
City of Norco
City of Oceanside
City of Ojai
City of Ontario
City of Orange
City of Oxnard
City of Palm Desert
City of Palm Springs
City of Pico Rivera
City of Placentia
City of Pomona
City of Port Hueneme
City of Poway
City of Rancho Cordova
City of Rancho Cucamonga
City of Rancho Mirage
City of Rancho Palos Verdes
City of Rancho Santa Margarita
City of Sacramento
City of San Bernardino
City of San Clemente
City of San Diego
City of Santa Ana
City of Santa Barbara
City of Santa Clarita
City of Santa Maria
City of Santa Monica
City of Santa Paula
City of Simi Valley
City of Solvang
City of South El Monte
City of Southgate
City of Thousand Oaks
City of Torrance
City of West Covina
City of West Hollywood
City of West Sacramento
City of Whittier
City of Ventura
City of Yorba Linda

Southern California Counties

County of Alpine
County of Los Angeles
County of Riverside
County of San Diego
County of San Bernardino
County of San Luis Obispo
County of Santa Barbara
County of Orange
County of Riverside
County of Ventura

Northern and Central California Cities

City of Alameda
City of American Canyon
City of Anderson
City of Atascadero
City of Bakersfield
City of Benicia
City of Brawley
City of Burlingame
City of Citrus Heights
City of Coalinga
City of Colfax
City of Dublin
City of East Palo Alto
City of Elk Grove
City of Eureka
City of Fairfield
City of Folsom
City of Galt
City of Lake County
City of Lathrop
City of Lincoln
City of Manteca
City of Menlo Park
City of Merced
City of Modesto
City of Monterey
City of Morro Bay
City of Mountain View
City of Napa
City of Newark
City of Paso Robles
City of Patterson
City of Pismo Beach
City of Pittsburg
City of Rocklin
City of Roseville
City of Sacramento
City of San Jose
City of San Luis Obispo
City of San Marcos
City of San Mateo
City of San Pablo
City of Santa Cruz
City of Santa Maria
City of Santa Rosa
City of Soledad
City of South Lake Tahoe
City of Stockton
City of Susanville
City of Taft
City of Town of Loomis
City of Tracy
City of Truckee
City of Turlock
City of Vacaville
City of Vallejo
City of West Sacramento
City of Williams

Northern and Central California Counties

County of Fresno
County of San Luis Obipso
County of Tuolumne
County of Monterey
County of Butte
County of Calaveras
County of Marin
County of Solano
County of Stanislaus
County of Sutter
County of Yolo

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G. CERTIFICATION OF PROPOSALS

APPENDIX C: CERTIFICATION OF PROPOSALS

RFQ No. PW-23-04 ON-CALL DEVELOPMENT PLAN CHECKING AND ENTITLEMENT REVIEW SERVICES

APPENDIX C

CERTIFICATION OF PROPOSAL TO THE CITY OF PLACENTIA

1. The undersigned hereby submits its proposal and, by doing so, agrees to furnish services to the City in accordance with the Request for Proposal (RFQ), dated October 2023, and to be bound by the terms and conditions of the RFQ.

2. This firm has carefully reviewed its proposal and understands and agrees that the City is not responsible for any errors or omissions on the part of the proposer and that the proposer is responsible for them.

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

4. The proposal includes all of the commentary, figures and data required by the Request for Proposal, dated October 2023.

5. This firm has carefully read and fully understands all of the items contained in Section 7, General Requirements. This firm agrees to all of the general requirements except for those disclosed by the firm in project proposal, listed on an attachment.

6. The proposal shall be valid for 90 days from October 5, 2023.

Name of Firm: Bureau Veritas North America, Inc.

By: Craig Baptista
(Authorized Signature)

Type Name: Craig Baptista

Title: Vice President - West, Plan Review & Inspection

Date: 10/26/23

BUREAU VERITAS 220 Technology Drive, Suite 100, Irvine, CA 92618
P 714.431.4100 | www.bvna.com



BUREAU
VERITAS

www.bvna.com

Placentia City Council
AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DEPUTY CITY ADMINISTRATOR / PUBLIC SERVICES & INFRASTRUCTURE

DATE: NOVEMBER 21, 2023

SUBJECT: **PROFESSIONAL SERVICES AGREEMENTS FOR ON-CALL PROFESSIONAL ARBORIST SERVICES**

FISCAL IMPACT: EXPENSE: $150,000 TOTAL CONTRACT NOT-TO-EXCEED AMOUNTS (VARIOUS CIP PROJECTS)

SUMMARY:

On October 19, 2023, Staff solicited qualifications from professional arborist firms to create a bench list of professional consultants to provide on-call arborist consultation services. The City has traditionally created bench lists of qualified professional consultants to provide a number of services typically related to capital improvement projects such as engineering, architectural design, landscape architectural design, and construction management and inspection services as examples. The method of procuring consultant services via a formal qualifications process provides greater flexibility and allows the City to more quickly advance projects by utilizing the services of pre-screened professionals whom are already under contract to the City.

The proposed agreements and consultant bench list for these services include advising staff on matters related to tree planting, removals, tree health evaluation and inspections, and corrective root pruning strategies for the City's inventory of trees. A total of three (3) qualification proposals were received and after a comprehensive review of each proposal, all firms were selected to be placed on an on-call bench list. These firms possess the experience and expertise to deliver arborist services for the purpose of protecting and expanding the City's Urban Forest.

Staff recommends that City Council award contracts to the three (3) firms for a 3-year term with an option for a two-year term extension based upon performance and at the discretion of the City. Each consultant shall serve on an on-call basis with a not-to-exceed contract amount of $350,000, the cost of which will be charged to individual project budgets. The purpose of having multiple firms on a bench list is to ensure efficient delivery of multiple capital improvement and tree maintenance-related projects some of which may run concurrently. This action will provide the City with available on-call services for all the arborist services in support of multiple CIP and maintenance projects over the next 5 years.

1.f.
Nov 21, 2023

RECOMMENDATION:

It is recommended that City Council take the following actions:

1. Approve a Professional Services Agreement with ArborPro, Inc., for professional consulting services to provide on-call professional arborist services for a term of three (3) years with one (1) two-year term extension based upon performance and at the discretion of the City, in an amount not-to-exceed $150,000; and

2. Approve a Professional Services Agreement with Lasting Images Landscape for professional consulting services to provide on-call professional arborist services for a term of three (3) years with one (1) two-year term extension based upon performance and at the discretion of the City, in an amount not-to-exceed $150,000; and

3. Approve a Professional Services Agreement with West Coast Arborists, Inc., for professional consulting services to provide on-call professional arborist services for a term of three (3) years with one (1) two-year term extension based upon performance and at the discretion of the City, in an amount not-to-exceed $150,000; and

4. Authorize the City Administrator to approve the available contract term extensions based upon consultant performance and amendments up to 10% of the contract not-to-exceed amount, or $15,000 on each contract; and

5. Authorize the City Administrator to execute the above-mentioned Professional Services Agreements, in forms approved by the City Attorney.

STRATEGIC PLAN STATEMENT:

This item conforms with the overall City Council Strategic Plan Goal 6 for improving City beautification.

DISCUSSION:

On October 19, 2023, Staff solicited qualifications from professional arborist firms to create a bench list of professional consultants to provide on-call arborist consultation services. The City has traditionally created bench lists of qualified professional consultants to provide a number of services typically related to capital improvement projects such as engineering and architectural design, plan check services, and construction management and inspection services as examples. The method of procuring consultant services via a formal qualifications process provides greater flexibility and allows the City to more quickly advance projects by utilizing the services of pre-screened professionals whom are already under contract to the City.

The City plans and budgets for capital projects and maintenance projects as part of the annual Budget adoption. The Budget allocates funds for not only the construction of each project but also for soft costs such as professional services. In preparation for delivery of the City's various CIP and maintenance projects, Staff prepared an RFQ for on-call professional arborist services. A

total of three (3) proposals were received from qualified consulting firms with extensive experience in arborist services. The cumulative composite score for each firm's proposal is noted below:

On-Call Arborist Services		
Ranking	**Consultant**	**TOTAL SCORE**
1	West Coast Arborists	**90**
2	ArborPro	**85**
3	Lasting Images Landscape	**80**

Based upon each firm's extensive experience and expertise in providing professional arborist services, all three (3) ranked firms were selected to be included in the on-call consultant bench list. By utilizing more than one firm to provide these services, the City can achieve greater flexibility in delivering capital and maintenance projects wherein professional arborist services are utilized. Individual projects are assigned based upon the type of work to be performed as the expertise and experience of each firm will vary. For instance, firms with greater experience in tree assessments and preparing arborist reports would be assigned those types of projects, whereas firms with greater experience in preparing maintenance plans or tree inventories would then prepare those types of projects. Assigning projects in this manner will ultimately ensure the individual experience and expertise of the design to the City's projects are closely matched to the unique scope of work to be completed on each project.

The consultants providing arborist services will work on an on-call basis and the contracts are structured on a time and materials basis, with a not-to-exceed amount. Each firm will submit a separate cost proposal for each project for which they will provide these services. Since payment for these services is on a time and materials basis, the overall cost to the project is dependent upon the allotted working days afforded the contractor along with the complexity of the project. The complexity could require more consultant hours applied to the kind of services needed for each project. The hours allocated by each firm to the projects to which they have been assigned are negotiated and based on actual project need, the cost of which is allocated within individual project budgets and is controlled by the hourly rates provided by each firm. The overall cost to provide professional arborist services will vary from project to project and is based upon the scope of work of each individual project. The proposed not-to-exceed contract amount for each agreement is an estimate of what the City could potentially pay for these services over an initial contract term of three (3) years.

FISCAL IMPACT:

The cumulative not-to-exceed contract amount for each proposed agreement is $50,000. The award of these contracts does not commit the City to expending a specified amount for these services since the consultants will serve on an on-call, project by project basis. Funds for design

services are budgeted as part of individual project budgets funded within the City's annual CIP Budget.

Prepared by:

Chris Tanio
Deputy Director of Public Works/City Engineer

Reviewed and approved:

Jennifer Lampman
Director of Finance

Reviewed and approved:

Luiz Estevez
Deputy City Administrator

Reviewed and approved:

Damien R. Arrula
City Administrator

Attachments:

1. Agreement with ArborPro, Inc.
2. Agreement with Lasting Images Landscape, Inc.
3. Agreement with West Coast Arborists, Inc.

CITY OF PLACENTIA
PROFESSIONAL SERVICES AGREEMENT
WITH
ARBORPRO INC.

THIS AGREEMENT is made and entered into this 21ST day of November, 2023 ("Effective Date"), by and between the CITY OF PLACENTIA, a municipal corporation ("City"), and ARBORPRO INC, a California corporation ("Consultant").

W I T N E S S E T H:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide professional arborist consulting services as more fully described herein; and

B. WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. WHEREAS, City and Consultant desire to contract for the specific services described in Exhibit "A" (the "Project") and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in Consultant's Proposal ("Proposal"), attached hereto as Exhibit "A" and incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement. Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. Officers and employees shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City and within the hereinafter specified. Evaluations of the work will be done by the City Administrator or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

(a) Meet with Consultant to review the quality of the work and resolve the matters of concern;

(b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or

(c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.5. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. 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. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, a notice setting forth provisions of this non-discrimination clause.

Consultant shall, in all solicitations and advertisements for employees placed by, or on behalf of Consultant shall state that all qualified applicants will receive consideration for employment without regard to age, race, color, religion, sex, marital status, national origin, or mental or physical disability. Consultant shall cause the paragraphs contained in this Section to be inserted in all subcontracts for any work covered by the Agreement, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense. All insurance requirements contained in this Agreement are independently applicable to any and all subcontractors that Consultant may engage during the term of this Agreement.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have

access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "A." Consultant's total compensation shall not exceed Three Hundred Fifty Thousand Dollars ($ 350,000.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal or which is inconsistent with or in violation of the provisions of this Agreement unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable. Should the City request in writing additional services that increase the hereinabove described "SCOPE OF SERVICES", an additional fee based upon the Consultant's standard hourly rates shall be paid to the Consultant for such additional services.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the Effective Date.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit "A." The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party. If a delay beyond the control of the Consultant is encountered, a time

extension may be mutually agreed upon in writing by the City and the Consultant. The Consultant shall present documentation satisfactory to the City to substantiate any request for a time extension.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of three years, ending on October 3, 2026, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. One (1) two-year extension is available on Consultant performance and at the discretion of the City. Approval of the term extension is contingent upon City Council review and approval at the conclusion of the initial three-year term.s

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing at least fifteen (15) days prior written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City. If the City suspends, terminates or abandons a portion of this Agreement such suspension, termination or abandonment shall not make void or invalidate the remainder of this Agreement.

If the Consultant defaults in the performance of any of the terms or conditions of this Agreement, it shall have ten (10) days after service upon it of written notice of such default in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

The City shall have the right, notwithstanding any other provisions of this Agreement, to terminate this Agreement, at its option and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement, immediately upon service of written notice of termination on the Consultant, if the latter should:

a. Be adjudged a bankrupt;

b. Become insolvent or have a receiver of its assets or property appointed because of insolvency;

c. Make a general assignment for the benefit of creditors;

d. Default in the performance of any obligation or payment of any indebtedness under this Agreement;

e. Suffer any judgment against it to remain unsatisfied or unbonded of record for thirty (30) days or longer; or

f. Institute or suffer to be instituted any procedures for reorganization or rearrangement of its affairs.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including

the date of City's written notice of termination within thirty-five (35) days after service of the notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant. City shall not be liable for any claim of lost profits.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

(a) Broad-form commercial general liability, in a form at least as broad as ISO from #CG 00 01 04 13, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars ($1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit. If Consultant maintains higher limits that the specified minimum limits, City requires and shall be entitled to coverage for the high limits maintained by the Consultant.

(b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars ($1,000,000.00), combined single limits, each incident for bodily injury and property damage.

(c) Workers' compensation insurance as required by the State of California and Employers Liability Insurance with a minimum limit of $1,000,000 per accident for any employee or employees of Consultant. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers for losses arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

Before execution of this Agreement by the City, the Consultant shall file with the Public Works Director/City Engineer the following signed certification:

> I am aware of, and will comply with, Section 3700 of the Labor Code, requiring every employer to be insured against liability of Workers' Compensation or to undertake self-insurance before commencing any of the work.

The Consultant shall also comply with Section 3800 of the Labor Code by securing, paying for and maintaining in full force and effect for the duration of this Agreement, complete Workers' Compensation Insurance, and shall furnish a Certificate of Insurance to the Public Works Director/City Engineer before execution of this Agreement by the City. The City, its officers and employees shall not be responsible for any claims in law or equity occasioned by failure of the consultant to comply with this section.

Neither the CITY nor any of its elected or appointed officials, officers, agents, employees, or volunteers makes any representation that the types of insurance and the limits specified to be carried by Consultant under this Agreement are adequate to protect Consultant. If Consultant believes that any such insurance coverage is insufficient, Consultant shall provide, at its own expense, such additional insurance as Consultant deems adequate.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions as worded below:

(a) Additional insureds: "The City of Placentia and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."

(b) Notice: "Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required polices are reduced; (3) or the deductible or self-insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, Consultant shall forthwith obtain and submit proof of substitute insurance. Should Consultant fail to immediately procure other insurance, as specified, to substitute for any canceled policy, the City may procure such insurance at Consultant's sole cost and expense."

(c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Placentia, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Placentia shall be excess and not contributing with the insurance provided by this policy."

(d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Placentia, its officers, officials, agents, employees, and volunteers.

(e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self-Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance and endorsements shall be attached hereto as Exhibit "B" and incorporated herein by this reference.

5.5. Non-limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Administrator or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement. It shall be the Consultant's responsibility to assure that the Project Manager is kept informed of the progress of the performance of the services and the Consultant shall refer any decision, which must be made by City, to the Project Manager. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Project Manager.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement and who shall not be

changed by Consultant without the express written approval by the City. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement, or the work hereunder may be provided by personal delivery, facsimile or if mailed, shall be addressed as set forth below and placed in a sealed envelope, postage prepaid, and deposited in the United States Postal Service. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 72 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:	IF TO CITY:
ArborPro Inc 22605 E. La Palma Ave., Suite 509 Yorba Linda, CA 92887 Tel: 714-694-1924	City of Placentia 401 E. Chapman Placentia, CA 92870 Tel: 714-993-8132
Attn: Keith Hennig	Attn: Chris Tanio

6.5. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.6. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California. Consultant agrees to submit to the personal jurisdiction of such court in the event of such action.

6.7. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.8. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings brought against the City, its elected and appointed officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence, recklessness, or willful misconduct by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint,

or suit asserts as its basis the negligence, recklessness, or willful misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.9. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

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

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

6.11. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.12. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, preliminary notes, working documents, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City but shall be made available to the City within ten (10) days of request or within ten (10) days of termination. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, preliminary notes and working documents, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City. Consultant or Consultant's agents shall execute such documents as may be necessary from time to time to confirm City's ownership of the copyright in such documents.

6.13. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.14. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.15. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.16. Prohibited Employment. Consultant will not employ any regular employee of City

while this Agreement is in effect.

6.17. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, the conflict shall be resolved by giving precedence in the following order, if applicable: This Agreement, the City's Request for Proposals, the Consultant's Proposal.

6.18. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.19. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.20. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.21. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.22. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.23. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. 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. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.24. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.25. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF PLACENTIA,
A municipal corporation

_____ Date: _____
Damien R. Arrula, City Administrator

ATTEST:

_____
Robert S. McKinnell, City Clerk

CONSULTANT – ArborPro Inc.

KEITH HENNIG
_____ Date: 11/6/2023
Signature

KEITH HENNIG
_____
Keith Hennig, President

30-0223853
_____
Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

_____ Date: _____
Christian L. Bettenhausen, City Attorney

APPROVED AS TO INSURANCE:

_____ Date: _____

Krystle Murillo, Risk Manager

APPROVED AS TO CONTENT:

Chris Tanio

_____ Date: 11/6/2023

Chris Tanio, Deputy Director/City Engineer

DEPARTMENTAL APPROVAL:

Luis Estevez

_____ Date: 11/6/2023

Luis Estevez, Deputy City Administrator

EXHIBIT A

CONSULTANT'S PROPOSAL AND SCOPE OF WORK

EXHIBIT B

CERTIFICATES OF INSURANCE AND ENDORSEMENTS

ON-CALL PROFESSIONAL ARBORIST SERVICES







Submitted by:

ArborPro Inc.

22605 E. La Palma Ave, Suite 509
Yorba Linda, CA 92887
O: 714.694.1924
F: 714-694-1981
www.arborprousa.com

COVER LETTER

ArborPro, Inc. is thrilled to have the opportunity to present a proposal for On-Call Professional Arborist Services to the City of Placentia. As the President of ArborPro, Inc., I, Keith Hennig, am pleased to personally introduce our company.

ArborPro, Inc. is a California-based corporation licensed to conduct business across multiple states nationwide. California is our home, and our primary office is situated at 22605 La Palma Ave, Ste 509, Yorba Linda, CA 92887. Our Tax ID Number is 30-0223853. For any immediate questions or concerns, please do not hesitate to contact me directly at 714-694-1924, via FAX at 714-694-1981, or through email at khennig@arborprousa.com.

ArborPro, Inc. proudly stands as the preeminent full-service Urban Forestry consulting company, specializing in Urban Tree Inventory Assessments throughout California. Our comprehensive suite of Professional Arborist Services encompasses Tree Risk Assessments, GPS tree inventories, GIS-based management software solutions, Urban Forest Maintenance Plans, as well as Environmental Benefits Reporting utilizing iTree Streets and iTree ECO. We have consistently delivered exceptional service to esteemed clients such as the Cities of Orange, CA, Los Angeles County, Malibu, CA, Los Angeles Unified School District, Cal Tech, Jet Propulsion Laboratory, Chapman University, UCLA, Stanford University, San Francisco, CA, and San Jose, CA. Additionally, we have recently conducted an exhaustive inspection and survey of every tree at the Los Angeles Arboretum as part of our project for the County of Los Angeles. With over 500 satisfied customers nationwide, including 130 projects within the State of California, ArborPro maintains its unwavering commitment to delivering unparalleled expertise and quality service.

ArborPro has been a trusted provider of Arborist consulting services to Municipalities, Universities, and federal government agencies for over two decades. Our team at ArborPro is genuinely excited about the prospect of partnering with the City of Placentia for this assignment and future endeavors. With our extensive experience and abundant resources, we are well-prepared to execute the project's scope with the utmost integrity. Furthermore, we are dedicated to achieving the contract objectives outlined in this proposal.
Thank you for considering ArborPro as your trusted partner for your urban forest needs. We deeply appreciate your attention to our proposal and eagerly anticipate the opportunity to collaborate with the City of Placentia.

Sincerely,



Keith Hennig
President

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EXECUTIVE SUMMARY

ArborPro, Inc., a nationally recognized leader in Urban Forestry consulting, is proud to offer its comprehensive Professional Arborist Services to the City of Placentia. With over two decades of experience, a strong track record of over 500 satisfied clients, and a specialized focus on municipalities, we are well-positioned to provide exceptional tree management services tailored to your city's needs.

ArborPro, Inc. specializes in Urban Tree Assessments and Inventory, Tree Management Software, and Environmental Benefits reporting. With a history of successful projects across California, including cities like Orange, Malibu, San Diego, Manteca, San Francisco, and San Jose, we have demonstrated our commitment to the region and its urban forestry.

Our reputation is built on the integrity of our data management systems. We are experts in integrating, merging, and updating datasets to ensure the accuracy and efficiency of operations. We have the tools and experience to streamline tree management for the City of Placentia.

ArborPro, Inc. boasts a full-time team of professional arborists, totaling 45 dedicated individuals. Among our staff, 20 are ISA Certified Arborists, with 10 of them holding the prestigious TRAQ certification. This expertise ensures the highest quality tree assessments and services delivered within the set deadlines.

For the On-Call Arborist Services in Placentia, we propose Registered Consulting Arborist, ISA Certified and TRAQ Tim Clancy as the prime consultant. In addition, our team will include key members Oscar Corvera and Mason Burdick as needed. Each of these professionals brings extensive experience in municipal tree crews and has collaborated extensively with Public Works Departments. This unique blend of expertise in Tree Inventory, Assessment and Municipal Tree Maintenance makes ArborPro, Inc. the ideal partner for the City, offering a comprehensive approach to all professional arborist services and tree assessments.

Our comprehensive On-Call Arborist Services are designed to address a wide range of tree-related needs in Placentia. These services include:

1. **Emergency Response:**
    - Swift and efficient response to emergency tree-related incidents, such as storm damage, fallen trees, and hazardous limb removal to ensure public safety.
2. **Tree Inspections and Assessments:**
    - Regular inspections to identify tree health issues, structural weaknesses, and potential safety hazards.
    - Comprehensive assessments of tree health, growth, and viability.

3. **Tree Planting Species Selection:**
    - Expert guidance on tree species selection for urban environments to promote biodiversity and minimize maintenance.
4. **Arboricultural Consultation:**
    - Tailored advice and recommendations for tree care and management based on specific needs, local conditions, and budget constraints.
5. **Pest and Disease Management:**
    - Identification and mitigation strategies for tree pests and diseases to preserve the urban forest.
6. **Root Care and Soil Management:**
    - Recommendations to maintain healthy root systems and improve soil conditions for optimal tree growth.

The implementation of our On-Call Arborist Services in the City of Placentia will bring numerous benefits, including:

1. **Enhanced Public Safety:** Rapid response to tree emergencies will ensure the safety of our residents and visitors.
2. **Sustainable Urban Forest:** Expert guidance on species selection, planting, and disease management will contribute to a thriving urban forest.
3. **Cost-Efficiency:** Proactive care will minimize the costs associated with emergency tree removal and property damage.
4. **Environmental Stewardship:** Promoting biodiversity, carbon sequestration, and green infrastructure to combat climate change.

The City of Placentia's commitment to responsible urban forestry management is exemplified through the introduction of On-Call Arborist Services. Our comprehensive services will ensure the safety, beauty, and sustainability of our urban forest, benefiting our community and future generations. ArborPro, Inc. is ready and eager to serve the City of Placentia with our trusted Professional Arborist Services. We bring a proven track record, a highly experienced team of arborists, and the expertise needed to ensure the integrity of your urban tree inventory and maintenance. We look forward to the opportunity to support the City's commitment to urban forestry and its continued well-being.

We look forward to the opportunity to provide these essential services for the City of Placentia.

PROJECT TEAM

ArborPro has full-time professional arborists who have years of experience working together. We propose to assign a team of highly-educated ISA Certified Arborists, led by Registered Consulting Arborist, TRAQ and ISA Certified Arborist Tim Clancy and multi-talented TRAQ ISA Certified Arborist Oscar Corvera, for this assignment. Mason Burdick (TRAQ ISA Certified Arborist) and will be available if needed.

ArborPro, Inc. does not use Subcontractors unless required to do so by contract.

TIM CLANCY – PRIMARY CONSULTANT, REGISTERED CONSULTING ARBORIST

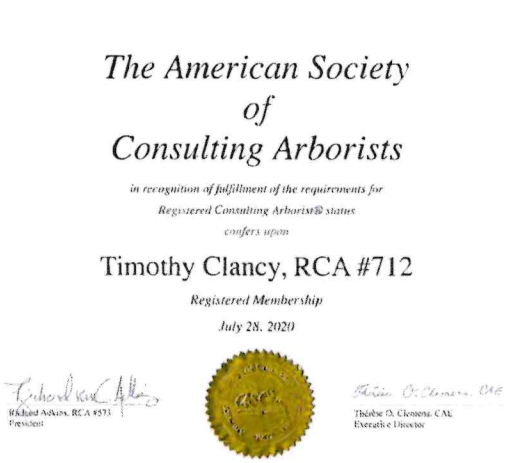


INTERNATIONAL SOCIETY OF ARBORICULTURE
CERTIFIED ARBORIST

Timothy Clancy

Having successfully completed the requirements set by the International Society of Arboriculture, the above named is hereby recognized as an ISA Certified Arborist®

WE-0806A — 26 Jul 1991 — 30 Jun 2021



The American Society of Consulting Arborists

in recognition of fulfillment of the requirements for Registered Consulting Arborist® status confers upon

Timothy Clancy, RCA #712

Registered Membership

July 28, 2020

Richard Adkins, RCA #573
President

Thérèse O. Clemons, CAE
Executive Director

ISA Certified Arborist (CERT# WE-0806A), ISA Certified Tree Risk Assessor (**TRAQ**), Independent Consulting Arborist, ASCA Tree & Plant Appraiser Qualified, Registered Consulting Arborist

In the realm of On-Call Arborist Services, Tim Clancy is a standout professional poised to take the helm for the City of Placentia. As the prime consultant for this critical project, Tim's involvement is paramount, ensuring the success of each assignment.

Tim Clancy has extensive experience providing professional arborist services for various clients since 1998. He has performed numerous tree inventories and developed management plans for ArborPro's clients throughout the United States.

Tim's extensive experience dates back to his teens working in landscape maintenance in upstate New York and in his twenties in Southern Ontario, Canada. Recently, Tim authored the Urban Forest Management Plans for the City of Albany, CA and UCLA. Tim also performed on-site risk assessment of trees located at the El Pueblo Historical Monument.

Tim's extensive experience includes the appointment to the City of Encinitas Urban Forestry Advisory Council, guest speaking at the local community college on various urban forestry aspects, and consulting with multiple cities on various tree issues. Also, he authors a column on trees for the San Diego Horticultural Society. As the prime consultant, he will be the primary point of contact for the City, actively participating in all meetings and readily available to review arborist reports upon the City's request. Tim's knowledge, expertise, and attention to detail make him a key to the success of this project.

OSCAR CORVERA – CERTIFIED MUNICIPAL ARBORIST CONSULTANT

Certified Arborist No. WE8225AUM, Certified Municipal Arborist, Certified Utility Specialist, TRAQ Certified



Oscar R. Corvera is a versatile professional with over 23 years of experience in Arboriculture, Vegetation Management, and Landscape Industries, all right here in California. His remarkable career encompasses operations management, strategic development, large-scale mobilization, utility vegetation management, leadership development, and the creation of strategic partnerships. Notably, Oscar has adeptly managed over 30 municipal tree maintenance contracts across California, providing him with a unique understanding of municipal urban foresters' and public works departments' expectations.

Oscar holds a comprehensive set of certifications, reflecting his dedication to excellence. He has been certified by the International Society of Arboriculture as an Arborist for over 15 years, with additional certifications as a Utility Arborist, Municipal Arborist, and Tree Risk Assessor. Furthermore, his diverse skill set extends beyond arboriculture; he is a C.P.R./First Aid Instructor for over 20 years and holds certifications in Scuba Diving and maritime activities, where he is also an instructor.

Oscar's extensive career has seen him collaborate with more than 300 public agencies, municipalities, and various commercial and private entities across the United States. A particularly noteworthy achievement in his portfolio is the Hurricane Katrina Clean Up and Recovery Efforts, where he served as Project Manager for over two years. Oscar led the project from its inception through the initial stages of Clean Up and Assessment for Rebuild, overseeing a workforce of over 500 contractors tasked with various assignments throughout the city. He directly managed more than 150 field supervisors and managers during this monumental undertaking.

In the On-Call Arborist Services for the City of Placentia, Oscar Corvera's wealth of experience, certifications, and exceptional leadership skills will be instrumental. His commitment to excellence and proven ability to deliver results make him an invaluable asset to ensure the success of each assignment tailored to Placentia's unique needs.

MASON BURDICK – CONSULTANT, UTILITY SPECIALIST

ISA Certified Arborist & Project Manager, ISA CERT # WE-13457A **TRAQ**, Utility Specialist



Mason embarked on his journey to becoming a seasoned arborist by earning a Bachelor of Science in Earth Sciences with a concentration in Environmental Geology from the University of California Santa Cruz in 2016. This academic foundation laid the groundwork for his remarkable career in the realm of urban forestry.

Since joining the ArborPro team in June of 2018, Mason has demonstrated his unwavering commitment to growth and excellence. His journey within the company is a testament to his dedication. Beginning as a Vegetation Management Pre-Inspector and Tree Inventory Data Collector, Mason has continuously honed his skills and climbed the ranks to lead projects.

Mason brings an additional layer of proficiency to the team by being a well-versed Utility Specialist. His work with Southern California Edison will prove invaluable should any issues arise with the utility. His knowledge ensures the integrity and efficiency when addressing utility conflicts.

Mason obtained his certification as an arborist in 2021, underscoring his commitment to professional excellence. His contributions extend beyond the educational realm into practical fieldwork. He has been actively involved in dozens of tree inventories and assessments, as well as projects within municipal and military installations.

One of Mason's noteworthy achievements includes co-authoring the Final Summary Report for the Town of Albany, CA. This experience underscores his capacity to deliver high-quality, comprehensive reports to clients. His exceptional skills in data collection, analysis, and reporting make him an invaluable asset to the team.

Mason Burdick is set to bring his extensive knowledge and experience to the City of Placentia. He will play a crucial role as a contributing consultant in the development of the Final Arborists Reports, ensuring that the city receives expert guidance and top-notch service in its quest for effective urban tree management.

Mason Burdick's remarkable journey and commitment to excellence make him a valuable addition to the ArborPro, Inc. team, ready to serve the City of Placentia in their tree management endeavors.

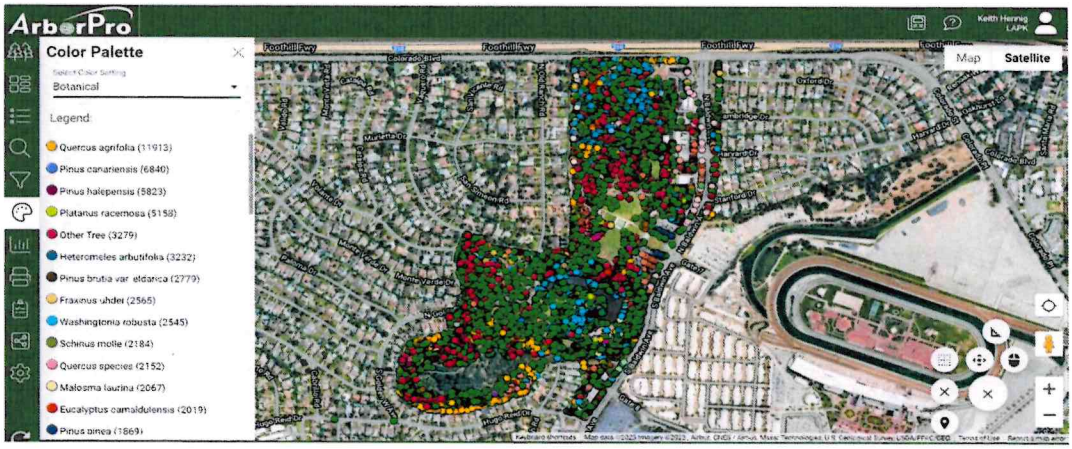
ArborPro Inc. will not substitute any member of the proposed team without prior approval by the City of Placentia.

PROJECT EXPERIENCE AND REFERENCES

LOS ANGELES COUNTY - DEPARTMENT OF PUBLIC WORKS - PARKS DEPARTMENT

Beginning in 2018 ArborPro's inventory team, Including Mason Burdick, Ken Greby, Richard Sulley, and Matthew Karody, started working on the L.A. County Department of Public Works street tree inventory. Over the next two years, our team surveyed over 180,000 tree sites, including stumps and vacant planting sites. Based on the success of this project, the L.A. County Parks Department hired ArborPro to complete an assessment of all of the trees in County Parks. This separate project began in January 2022 and was completed in June 2023. The Parks Department purchased unlimited licenses of the ArborPro Enterprise program and has already started to use the system to manage all of their trees.

Due to the quality of the work our team of Arborists provided, the County of Los Angeles Parks Department added some unique locations that were not initially included in the tree inventory scope. These locations include the L.A. Arboretum, Descanso Gardens, and the Hollywood Bowl, among other Botanical Gardens and Theatre locations. ArborPro is in the process of setting up our Community Viewer for the L.A. Arboretum. Guests of the Arboretum are going to be able to scan a Q.R. code on their smartphone upon entering the property and access the L.A. Arboretum tree data. As guests walk through the property, they can click on individual trees to access the species, dbh, and height information. We are also working on adding historical data to the application so the quest will also be able to learn the individual tree's history and that species' history. Below is a screenshot of the Arboretum database.



Todd R. Schmit, P.L.A.
County of Los Angeles Department of Parks and Recreation
M: 626-734-8440 O: 626-588-5346
TSchmit@parks.lacounty.gov

CITY OF SAN FRANCISCO, CA



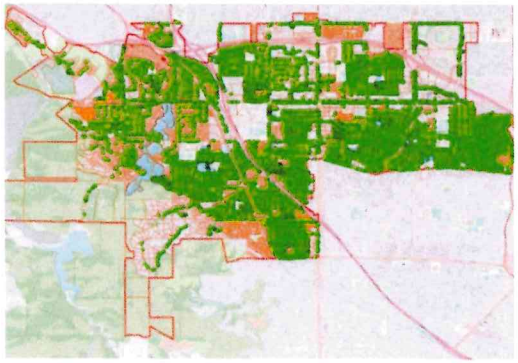
ArborPro completed a tree inventory for the City and County of San Francisco. San Francisco awarded ArborPro, Inc. a $350,000 contract to complete a citywide tree inventory. The initial funds available allowed for the inventory of over 80,000 tree sites. Once our Team completed the initial project on schedule, the City amended the agreement to inventory up to 140,000 tree sites. The City of San Francisco received data updates every week, including a summary report. ArborPro utilized a five-person team led by Project Manager Ken Greby.

This tree survey has been a highly political and sensitive community project. The City created a website to provide the community with updates on the progress. Our Team, as with all projects, performed the survey on a neighborhood by neighborhood basis. Upon completion of each neighborhood, we provided the City with a summary report of the neighborhood, including the i-Tree analysis. This information was updated to the community as we progressed through the City.

Jon Swae
SF Planning Department
415-575-9069
jon.swae@sfgov.org

CITY OF CUPERTINO

On October 11, 2018 ArborPro, Inc. began operations on a comprehensive GPS inventory of the trees along street rights-of-way (ROW) and in public parks and facilities in the City of Cupertino. ArborPro assigned two Arborists to collect detailed information on the condition, size, species, maintenance recommendations, etc. for all trees managed and maintained by the City of Cupertino. A total of 22,081 sites, comprised of 19,799 trees (89.7%), 199 stumps (0.9%), 1,295 proposed vacant sites (5.9%), and 788 unsuitable planting sites(3.6%) were updated or added over the course of the tree inventory. ArborPro worked with the City to integrate the new inventory into CityWorks.



Andy Badal
Asset Management Technician
Andy@cupertino.org
408-777-1354

PROJECT UNDERSTANDING & APPROACH

ArborPro Inc. is offering to provide On-Call Professional Arborist Services for the City of Placentia. ArborPro Certified Arborists will perform arborist services including but not limited to tree evaluation, risk assessment and evaluation of the root systems.

The scope of work outlined in this project pertains to the provision of professional arborist consultation services for various projects within the City, as specified in the RFQ introduction. The Arborist Consultants engaged for these services are required to hold a valid ISA Certified Arborist certification with expertise in Tree Risk Assessment.

Consultation Services: The Consultant's primary role is to offer expert advice and guidance on all aspects related to trees within the City, including but not limited to:

1. **Tree Plantings, Removals, and Root Pruning Strategies:** The Consultant will provide guidance on tree plantings, removals, and root pruning strategies, with a focus on the City's existing inventory of trees. This includes advising on species selection, mitigating health issues, and ensuring the preservation of tree integrity.
2. **View Disputes and Appeals:** The Consultant will be responsible for resolving view disputes and reviewing appeals concerning tree removals, plantings, and trimmings. This involves providing sound solutions that consider the best interests of all parties involved.

Arborist Reports: For each site visit, the Consultant is required to prepare comprehensive arborist reports in written format. These reports must offer an accurate and detailed assessment of various aspects of the trees, including species, size, health, root conditions, structural integrity, risk factors, valuations, and any other relevant information. Arborist reports are to be submitted promptly, within 24 hours of the day's consultation services.

Project Plan Review: The Consultant may be called upon to review project plans to assess their potential impacts on the City's tree inventory. This includes evaluating potential impacts stemming from construction activities, such as building construction, grading, drainage, irrigation, and more. The Consultant will provide recommendations and strategies to mitigate potential harm to the trees.

Additional Advisory Roles: The Consultant may be required to provide pest and disease diagnostics for tree health and protection strategies to mitigate the physical stresses associated with construction activities and root damage. Additionally, the Consultant will act in an advisory capacity, providing expertise to the City's Commissions, City Council, City Manager, and City Staff as needed.

Emergency Response: In situations involving tree-related emergencies during inclement weather or major accidents/incidents, the Consultant is expected to provide prompt responses as these incidents occur. This may include immediate assessments, recommendations, and actions to address and mitigate the impact of such emergencies on the City's trees.

The successful execution of this project will require a high level of expertise and a commitment to the well-being of the City's tree inventory. The Arborist Consultant's role is pivotal in ensuring the preservation, maintenance, and responsible management of this valuable urban resource.

SCOPE OF WORK

1) Document the tree attributes

- Height
- Diameter at Breast Height
- Crown Width
- Crown Condition
- Health
- Hardscape Damage (if present)

2) Tree Risk Assessment

- Perform a root collar inspection on each tree as part of a Level III Tree Risk Assessment
- This may involve collecting soil samples for Laboratory analysis
- This may involve collecting samples of tree tissue and or fungal bodies for Laboratory analysis.
- Laboratory costs will be the responsibility of the client.

3) Observe the irrigation system in operation (Requires City assistance)

- Review Irrigation Schedule (Provided by the City)

4) Consultation Services

The Consultant's primary role is to offer expert advice and guidance on all aspects related to trees within the City, including but not limited to:

- **Tree Plantings, Removals, and Root Pruning Strategies:**

This includes advising on species selection, mitigating health issues, and ensuring the preservation of tree integrity.

- **View Disputes and Appeals:**

The Consultant will be responsible for resolving view disputes and reviewing appeals concerning tree removals, plantings, and trimmings. This involves providing sound solutions that consider the best interests of all parties involved.

5) Project Plan Review

- Review project plans to assess their potential impacts on the City's tree inventory. This includes evaluating potential impacts stemming from construction activities, such as building construction, grading, drainage, irrigation, and more. ArborPro

will provide recommendations and strategies to mitigate potential harm to the trees.

6) Additional Advisory Roles

- ArborPro will provide pest and disease diagnostics for tree health and protection strategies to mitigate the physical stresses associated with construction activities and root damage. Additionally, ArborPro will act in an advisory capacity, providing expertise to the City's Commissions, City Council, City Manager, and City Staff as needed.

7) Emergency Response

- In situations involving tree-related emergencies during inclement weather or major accidents/incidents, ArborPro will provide prompt responses as these incidents occur. This may include immediate assessments, recommendations, and actions to address and mitigate the impact of such emergencies on the City's trees.

8) Arborist Report;

- Provide a written report for each tree that includes the results of the Tree Risk Assessment and recommendations on post inspection actions based on findings. The reports will offer an accurate and detailed assessment of various aspects of the trees, including species, size, health, root conditions, structural integrity, risk factors, valuations, and any other relevant information. The reports will include recommendations for removal and root pruning strategies. The Arborist Report will be delivered to the City within 24 hours of the evaluation and consultation services.

Our team at ArborPro has the knowledge, experience, and capabilities to guarantee cost-effective productivity and impeccable results.

APPENDIX

REQUIRED STATEMENTS

ArborPro,Inc will perform the services and adhere to the requirements described in this RFQ, including addenda.

No Addenda as of 10/18/2023

ArborPro Inc. states that no part of this submittal is considered proprietary

ArborPro Inc. will not substitute any member of the proposed team without approval by the City of Placentia.

ArborPro, Inc is properly licensed to practice in California and has no conflict of interest with regard to any other work performed for the City of Placentia.

ArborPro, Inc. declares there has been no collusion in any way with the City of Placentia.

ArborPro, Inc. agrees to fulfill the indemnification and insurance requirements contained in the sample contract. and will meet the prerequisite insurance requirements including engineering errors and omissions coverage. If ArborPro, Inc. is selected, we agree to accept and enter into the attached City's Consultant and Professional Services Agreement, in the attachments, as is, without modifications.

GIS TREE INVENTORY SOFTWARE

ArborPro's proprietary GIS Tree Inventory Software, ArborPro is very robust in features and integrates easily with other platforms. Inventory data collected with ArborPro can be easily exported for use in different formats like ArcGIS, ESRI Shapefile, geodatabase, .csv and Microsoft Excel. ArborPro utilizes the latest in GIS (Geographic Information System) technology to offer users an immediate visual representation of any tree. The ArborPro software program can be reviewed at www.arborprousa.com, or a personalized software demonstration is available upon request. Our program can also be linked to other Asset Management programs or GIS systems, we can link through an API to ESRI online or any other system the City of Placentia currently utilizes. We would be happy to offer the City of Placentia a free one year subscription of ArborPro's GIS Inventory Software.

ADDITIONAL RESOURCES

ArborPro, Inc. has the resources to expand the field staff with notification by the City. The ISA Certified Arborists listed below are available to assist in any Certified Arborist Services project.

ArborPro ISA Certified Arborists	
Andres Casas	WE-13616A
Andrew Han	WE-13220A TRAQ
Anthony Kikuchi	WE-13414A
Benjamin Pierce	WE-13512A
Diana Hull	WE-9518A
Bryana Dunning	WE-12942A
Jason Zigler	WE-13469A
Jose Roldan	WE-11561A
Justin Witherspoon	WE-13517A
Kacey Morrell	WE-12961A
Kelly Covey	WE-13454A TRAQ
Layton Kikuchi	WE-13325A
Sarah Lee	PN-8388A
Colton Anderson	WE-13700AU
Micah Kikuchi	WE-13413A
Geyi Wang	WE-12818A
Robert Martinez	TX-4832A
Bryan Lehnig	WE-14502A
Michael Talig	WE-1443A
Matthew Korody	MI-4618A TRAQ

PAST SIMILAR PROJECTS

Below is a list of recent Municipal ArborPro clients:

Relevant Municipality Experience	
City of San Francisco, CA	County of Los Angeles, CA
City of Malibu, CA	City of Vallejo, CA
City of Cupertino, CA	City of Livermore, CA
City of Milpitas, CA	City of Colma, CA
City of San Jose, CA	City of Thousand Oaks, CA
County of Los Angeles, CA	City of Goleta, CA
City of San Diego, CA	City of Arvin, CA
City of Santa Clarita, CA	City of Temecula, CA
City of Manteca, CA	City of San Marino, CA
City of Palm Springs, CA	County of Ventura, CA
City of Indian Wells, CA	City of Fountain Valley, CA
City of Lawndale, CA	City of Oakley, CA
City of Orange, CA	City of Isleton, CA
City of Lake Forest, CA	City of East Palo Alto, CA
LAUSD	Cal Tech
UCLA	USC
UC Berkeley	UC Irvine
CSU Chico	San Jose State
San Francisco State	CSU Long Beach
City of Newark, CA	City of Simi Valley
Pepperdine University	Seaside Highlands HOA
Point Loma Nazarene University	Saddleback College
San Diego State University	Bonita USD
San Jose City College	Nellie Gail Ranch Association
UC Merced	Irvine Valley College
UCSD	City of Albany, CA
Banning USD	City of Huntington Park, CA
Glendora USD	Orange Coase College
Pittsburg USD	City of Indian Wells, CA
Norwalk La Mirada USD	Indian Wells Golf Resort
Santa Monica – Malibu USD	Town of Colma, CA
Berkely USD	Little Italy Association
Oxnard SD	Hidden Mountain HOA

COST PROPOSAL

Fees	Cost
Primary Consultant (RCA) TRAQ -Risk Assessment, Irrigation, Consultation Services, Plan Review, Emergency Response, Reports	$225.00 hr
Certified Municipal Arborist – TRAQ -View Disputes and Appeals, Work Verification and Tree Maintenance Review, Reports	$175.00 hr
Utility Specialist – TRAQ -Tree Attributes, Utility Conflicts, Consultations with SCE, Reports	$175.00 hr
ISA Certified TRAQ Arborist -Tree Attributes and Assessment, Reports	$150.00 hr
ISA Certified Arborist	$125.00 hr

Authorized Signature_____ Date 10/19/2023

Keith Hennig, President

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/03/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

StateFarm

BRAD GLASSCO, AGENT
31321 E OUTER HIGHWAY 10
REDLANDS, CA 92373

CONTACT NAME: ELIZABETH
PHONE (A/C, No, Ext): 909-794-7707 FAX (A/C, No):
E-MAIL ADDRESS: elizabeth@bradglassco.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State Farm Mutual Automobile Insurance Company	25178
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

ARBORPRO, INC.
22605 LA PALMA AVE. #509
YORBA LINDA, CA 92887

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	[ ] CLAIMS-MADE [ ] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$
	[ ] POLICY [ ] PRO-JECT [ ] LOC						GENERAL AGGREGATE	$
	OTHER:						PRODUCTS - COMP/OP AGG	$
								$
A	AUTOMOBILE LIABILITY	Y		693 9728-C03-75 -9ZZ	03/03/2023	03/03/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	[X] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N / A					PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

The City of Placentia and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant.
The Consultant's insurance coverage shall be primary insurance as respects the City of Placentia its officers, officials, agents, employees, and volunteers. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Placentia its officers, officials, agents, employees, and volunteers.

CERTIFICATE HOLDER

City of Placentia
401 E Chapman Avenue
Placentia, CA 92870

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY		NAMED INSURED
BRAD GLASSCO		ARBORPRO, INC.
POLICY NUMBER		
693 9728-C03-75 -9ZZ		
CARRIER	NAIC CODE	
State Farm Mutual Automobile Insurance Company	25178	EFFECTIVE DATE: 11/03/2023

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ FORM TITLE: _____

The Consultants insurance shall apply separately to each insured whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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CITY OF PLACENTIA
PROFESSIONAL SERVICES AGREEMENT
WITH
LASTING IMAGES LANDSCAPE

THIS AGREEMENT is made and entered into this 21ST day of November, 2023 ("Effective Date"), by and between the CITY OF PLACENTIA, a municipal corporation ("City"), and Lasting Images Landscape, a California corporation ("Consultant").

W I T N E S S E T H:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide professional arborist consulting services as more fully described herein; and

B. WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. WHEREAS, City and Consultant desire to contract for the specific services described in Exhibit "A" (the "Project") and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in Consultant's Proposal ("Proposal"), attached hereto as Exhibit "A" and incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement. Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. Officers and employees shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City and within the hereinafter specified. Evaluations of the work will be done by the City Administrator or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

(a) Meet with Consultant to review the quality of the work and resolve the matters of concern;

(b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or

(c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.5. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. 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. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, a notice setting forth provisions of this non-discrimination clause.

Consultant shall, in all solicitations and advertisements for employees placed by, or on behalf of Consultant shall state that all qualified applicants will receive consideration for employment without regard to age, race, color, religion, sex, marital status, national origin, or mental or physical disability. Consultant shall cause the paragraphs contained in this Section to be inserted in all subcontracts for any work covered by the Agreement, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense. All insurance requirements contained in this Agreement are independently applicable to any and all subcontractors that Consultant may engage during the term of this Agreement.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have

access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "A." Consultant's total compensation shall not exceed Three Hundred Fifty Thousand Dollars ($ 350,000.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal or which is inconsistent with or in violation of the provisions of this Agreement unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable. Should the City request in writing additional services that increase the hereinabove described "SCOPE OF SERVICES", an additional fee based upon the Consultant's standard hourly rates shall be paid to the Consultant for such additional services.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the Effective Date.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit "A." The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party. If a delay beyond the control of the Consultant is encountered, a time

extension may be mutually agreed upon in writing by the City and the Consultant. The Consultant shall present documentation satisfactory to the City to substantiate any request for a time extension.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of three years, ending on October 3, 2026, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. One (1) two-year extension is available on Consultant performance and at the discretion of the City. Approval of the term extension is contingent upon City Council review and approval at the conclusion of the initial three-year term.s

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing at least fifteen (15) days prior written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City. If the City suspends, terminates or abandons a portion of this Agreement such suspension, termination or abandonment shall not make void or invalidate the remainder of this Agreement.

If the Consultant defaults in the performance of any of the terms or conditions of this Agreement, it shall have ten (10) days after service upon it of written notice of such default in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

The City shall have the right, notwithstanding any other provisions of this Agreement, to terminate this Agreement, at its option and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement, immediately upon service of written notice of termination on the Consultant, if the latter should:

a. Be adjudged a bankrupt;

b. Become insolvent or have a receiver of its assets or property appointed because of insolvency;

c. Make a general assignment for the benefit of creditors;

d. Default in the performance of any obligation or payment of any indebtedness under this Agreement;

e. Suffer any judgment against it to remain unsatisfied or unbonded of record for thirty (30) days or longer; or

f. Institute or suffer to be instituted any procedures for reorganization or rearrangement of its affairs.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including

the date of City's written notice of termination within thirty-five (35) days after service of the notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant. City shall not be liable for any claim of lost profits.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

(a) Broad-form commercial general liability, in a form at least as broad as ISO from #CG 00 01 04 13, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars ($1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit. If Consultant maintains higher limits that the specified minimum limits, City requires and shall be entitled to coverage for the high limits maintained by the Consultant.

(b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars ($1,000,000.00), combined single limits, each incident for bodily injury and property damage.

(c) Workers' compensation insurance as required by the State of California and Employers Liability Insurance with a minimum limit of $1,000,000 per accident for any employee or employees of Consultant. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers for losses arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

Before execution of this Agreement by the City, the Consultant shall file with the Public Works Director/City Engineer the following signed certification:

> I am aware of, and will comply with, Section 3700 of the Labor Code, requiring every employer to be insured against liability of Workers' Compensation or to undertake self-insurance before commencing any of the work.

The Consultant shall also comply with Section 3800 of the Labor Code by securing, paying for and maintaining in full force and effect for the duration of this Agreement, complete Workers' Compensation Insurance, and shall furnish a Certificate of Insurance to the Public Works Director/City Engineer before execution of this Agreement by the City. The City, its officers and employees shall not be responsible for any claims in law or equity occasioned by failure of the consultant to comply with this section.

Neither the CITY nor any of its elected or appointed officials, officers, agents, employees, or volunteers makes any representation that the types of insurance and the limits specified to be carried by Consultant under this Agreement are adequate to protect Consultant. If Consultant believes that any such insurance coverage is insufficient, Consultant shall provide, at its own expense, such additional insurance as Consultant deems adequate.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions as worded below:

(a) Additional insureds: "The City of Placentia and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."

(b) Notice: "Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required polices are reduced; (3) or the deductible or self-insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, Consultant shall forthwith obtain and submit proof of substitute insurance. Should Consultant fail to immediately procure other insurance, as specified, to substitute for any canceled policy, the City may procure such insurance at Consultant's sole cost and expense."

(c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Placentia, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Placentia shall be excess and not contributing with the insurance provided by this policy."

(d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Placentia, its officers, officials, agents, employees, and volunteers.

(e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self-Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance and endorsements shall be attached hereto as Exhibit "B" and incorporated herein by this reference.

5.5. Non-limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Administrator or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement. It shall be the Consultant's responsibility to assure that the Project Manager is kept informed of the progress of the performance of the services and the Consultant shall refer any decision, which must be made by City, to the Project Manager. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Project Manager.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement and who shall not be

changed by Consultant without the express written approval by the City. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement, or the work hereunder may be provided by personal delivery, facsimile or if mailed, shall be addressed as set forth below and placed in a sealed envelope, postage prepaid, and deposited in the United States Postal Service. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 72 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:	IF TO CITY:
Lasting Images Landscape 4195 Chino Hills Parkway, Suite E212 Chino Hills, CA 91709 Tel: 909-851-3393	City of Placentia 401 E. Chapman Placentia, CA 92870 Tel: 714-993-8132
Attn: David Niznik	Attn: Chris Tanio

6.5. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.6. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California. Consultant agrees to submit to the personal jurisdiction of such court in the event of such action.

6.7. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.8. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings brought against the City, its elected and appointed officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence, recklessness, or willful misconduct by the Consultant, its employees,

and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, recklessness, or willful misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.9. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

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

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

6.11. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.12. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, preliminary notes, working documents, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City but shall be made available to the City within ten (10) days of request or within ten (10) days of termination. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, preliminary notes and working documents, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City. Consultant or Consultant's agents shall execute such documents as may be necessary from time to time to confirm City's ownership of the copyright in such documents.

6.13. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.14. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.15. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.16. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

6.17. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, the conflict shall be resolved by giving precedence in the following order, if applicable: This Agreement, the City's Request for Proposals, the Consultant's Proposal.

6.18. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.19. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.20. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.21. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.22. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.23. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. 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. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.24. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith

negotiations.

6.25. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF PLACENTIA,
A municipal corporation

_____ Date: _____
Damien R. Arrula, City Administrator

ATTEST:

_____
Robert S. McKinnell, City Clerk

CONSULTANT – Lasting Images Landscape

David Niznik
_____ Date: 11/1/2023
Signature
David Niznik
_____
David Niznik, Owner
620181267
_____
Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

_____ Date: _____
Christian L. Bettenhausen, City Attorney

APPROVED AS TO INSURANCE:

_____ Date: _____

Krystle Murillo, Risk Manager

APPROVED AS TO CONTENT:

Chris Tanio Date: 11/1/2023

Chris Tanio, Deputy Director/City Engineer

DEPARTMENTAL APPROVAL:

Luis Estevez Date: 11/1/2023

Luis Estevez, Deputy City Administrator

EXHIBIT A

CONSULTANT'S PROPOSAL AND SCOPE OF WORK

EXHIBIT B

CERTIFICATES OF INSURANCE AND ENDORSEMENTS

David Niznik
DBA: Lasting Images Landscape

4195 Chino Hills Parkway, Ste. E212
Chino Hills, CA 91709
(909) 851-3393
dniznik@verizon.net

REQUEST FOR QUALIFICATIONS FOR ON-CALL ARBORIST SERVICES

Date/Time Due: October 19, 2023 by 2:00PM

Submitted to:

City of Placentia
401 East Chapman Avenue
Placentia, CA 92870

Submitted by:

David Niznik

Signature/Date

Prepared October 16-18, 2023

RFQ Format

1. Required Statements
2. Executive Summary
3. Project Team Organization
4. Relevant Project Experience and References
5. Project Understanding and Approach/Scope of Work
6. Exceptions
7. Resource Allocation and Cost Proposal

1. REQUIRED STATEMENTS

David Niznik makes the following statements regarding this RFQ:

- Our firm will perform on-call arborist services per the scope of work and adhere to the requirements described in this RFQ, including any addenda.
- Our firm would like to request the Cost Proposal not to be released as public information as this is proprietary.
- Our firm will not substitute arborist or team members without prior approval by the City of Placentia.
- There are no conflicts of interest for this RFQ.
- There is no collusion regarding this RFQ.
- Our firm carries Commercial General Liability Insurance 1M/2M, Workers Compensation Insurance 1M, Automobile Insurance 1M, and Pollution Liability Insurance 1M/2M.

2. EXECUTIVE SUMMARY

Lasting Images Landscape has been contracting nearly 20 years (since 2004) with its license, C-27# 849597. I, David Niznik, founded the company after working for four years for a large landscaping firm in south Orange County. While working in south OC from 2000-2004, I formed many relationships as we were under contract with the cities of Mission Viejo, Laguna Niguel, Laguna Hills, Lake Forest and many private HOAs.

As a licensed contractor, we are currently contracting with CALTRANS, CSULA, City of Hesperia, CALFIRE and hold a "landscape consulting" agreement with the City of Redlands. We also work with Ronald McDonald House Charities.

Qualifications:

- ISA Certified Arborist #WE-12290A, since 2018
- Qualified Applicators License (QAL) Category B, since 2016
- C-27 Landscape Contractor, since 2004
- UCANR "Landscape Professional in Water Quality Protection"
- Business management degree obtained at BIOLA University. Bachelor's degree in organizational leadership.

Experience:

Almost 25 years in the landscape (horticulture) and arboricultural industry.

Memberships:

- ISA
- WCISA

- PAPA (Pesticide Applicators Professional Association)

3. PROJECT TEAM ORGANIZATION

David Niznik would be the consulting arborist for the City of Placentia. With my experience contracting with, and working for, other municipalities, I feel this would be beneficial to the City to fulfill the requirements of this RFQ. Resume attached.

4. RELEVANT PROJECT EXPERIENCE AND REFERENCES

David Niznik, as City staff, has managed City trees for two Orange County cities: Laguna Niguel and Yorba Linda (~22,000 trees in the LMAD). Also, was the Parks Supervisor and City Arborist for the City of South Pasadena (~11,000 trees city owned, ~21,000 city-wide). The City of South Pasadena has a "Tree City USA" designation and trees are very precious in this City. In summary, I have 5 years of experience working as municipal staff and almost 20 years contracting with various government agencies.

1. City of Laguna Niguel, (2015-2017) 30111 Crown Valley Parkway, Laguna Niguel, CA 92677. Jerry Sollom was my supervisor. (949) 362-4337. As Landscape Inspector, I managed all City trees and scheduled maintenance through WCA's Arbor Access software. Worked with the public to handle tree trimming and removal requests.

2. City of South Pasadena, (2017-2019)1414 Mission St., South Pasadena, CA 91030. Kristine Courdy was my supervisor. (626) 403-7240. As Parks Supervisor and City Arborist, I managed all the City landscapes and trees including parks, medians, greenbelts, slopes, right of ways, and open spaces. Including managing the City's Urban Forest. WCA was our contractor and worked closely with them to achieve desired goals.

3. City of Yorba Linda, (2019-2020) 4845 Casa Loma Ave., Yorba Linda, CA 92886. Jesse Gutierez was my supervisor in the LMAD division. (714) 961-7100. As Landscape Inspector, I managed all landscapes in my assigned areas and managed all of the near 22,000 city owned trees in the LMAD.

People often ask why I left the City work. I am married and have 4 children in school. In 2020 when COVID hit, my kids were sent home. After a discussion with my wife, we thought it best if we ran our business full-time to give me the flexibility to help her with our children. Every move made in the Public Works arena was for an increase in pay, and eventually working for the neighboring City to Chino Hills.

5. PROJECT UNDERSTANDING AND APPROACH/SCOPE OF WORK

As consulting arborist for the City of Placentia, the following would be included in our consulting services:

- On-site inspections and evaluation reports
- Reports for tree permits
- Post-fire tree evaluations
- Invasive plant management
- Nesting wildlife identification (biologist confirmation fees extra)
- Tree identification and care
- Tree planting and relocation specifications
- Tree inventory accuracy (vacant sites)
- Data preparation and analysis
- Construction monitoring
- Plan review (tree impacts)
- Tree assessment and valuation
- Tree branch/leaf/bark/soil sample sent to Waypoint Analytical for lab work (fees extra)
- Assist in Arbor Day activities such as City Tree Planting Days

As consulting arborist, we would adhere to all facets of the scope of work provided in the RFQ.

6. EXCEPTIONS

The only exception is I would ask for 12 months to get my TRAQ certification as requested in the RFQ.

ENCLS:

1. Resume
2. ISA Certification Continuing Education course completions.
3. Samples of two basic arborist reports. One for CSULA and one for the City of Redlands.

7. RESOURCE ALLOCATION AND COST PROPOSAL

Costs included in arborist consulting services included in hourly rates: inspection, reports, all facets of scope of work, travel and trip expenses, general and administrative expenses.

Costs not included would be: lab costs by Waypoint Analytical, biologist reports, or any other items outside of the scope of work. Costs would be given to the City for reimbursement with 15% addition to the receipts.

Arborist consulting services hourly rate.....$60.00 per hour

Thank you,

10/18/23

David Niznik, Owner, Lasting Images Landscape

3395 Bayberry Dr.
Chino Hills, CA 91709

(909)-851-3393 cell
dniznik@verizon.net

David A. Niznik

2004-Present Lasting Images Landscape Chino Hills, CA
Contractor; Arborist; Qualified Applicator

- Business planning/development
- General management of company
- Establish and maintain contracts
- Supervise employees, maintain OSHA safety program
- Successfully completed over 10 million dollars in landscape contract work

2019-2020 City of Yorba Linda Yorba Linda, CA
Landscape Inspector/Arborist

- Managed tree inventory; coordinate with WCA (vendor) for tree care services; provide arborist reports
- Inspect landscape and irrigation in assigned areas throughout the City
- Conduct walks with contractors, develop punch lists, ensure adherence to contract specifications
- Approve and verify vendor invoices and process

2017-2018 City of South Pasadena South Pasadena, CA
Parks Supervisor/City Arborist

- Managed city tree inventory; coordinate with WCA (vendor) for tree care services; provide arborist reports
- Attend commission meetings related to tree removals
- Coordinate with local non-profit, South Pasadena Beautiful, to conduct tree plantings and landscape projects
- Coordinate with sports leagues for city sports fields use
- Inspect landscape and irrigation in assigned areas throughout the City
- Conduct walks with contractors, develop punch lists, ensure adherence to contract specifications
- Approve and verify vendor invoices and process

2015-2017 City of Laguna Niguel Laguna Niguel, CA

Landscape Inspector

- Managed tree inventory; coordinate with WCA (vendor) for tree care services; obtain arborist reports
- Inspect landscape and irrigation in assigned areas throughout the City
- Conduct walks with contractors, develop punch lists, ensure adherence to contract specifications
- Approve and verify vendor invoices and process

2000-2004 SpectrumCare Landscape Lake Forrest, CA

Superintendent/Account Manager

- Managed $1.5 million dollars in accounts per year
- Supervised 30-40 employees
- Implemented safety program, reducing accidents on the job
- Led safety meetings for company of 220 people per OSHA compliance
- Delivered presentations at board meetings on key accounts
- Fleet management

1992-1999 United States Army Various States, USA

Staff Sergeant/ Non-Commissioned Officer

- Developed and trained 12-40 soldiers in all facets of the military
- Delivered presentations at staff meetings
- Key instructor on special military tactics
- Encouraged personal growth and development in subordinates

December 2012 Biola University La Mirada, CA

- Bachelor of Science, Organizational Leadership

June 1999 Cochise College Sierra Vista, CA

- Associate in Arts, General Studies
- Honor Graduate

1996 Basic Non-Commissioned Officers Course
Columbia, SC

1994 Primary Leadership Development Course
Tacoma, WA

C-27 Landscape Contractor; Qualified Applicators License; Pest Control Business License; Certified Arborist; Storm Water Pollution Prevention Program SWPPP Certified

Customer Service ID: 252651
CertificationID: WE-12290A

David Niznik
David Niznik Arborist Services
4195 Chino Hills Pkwy
Ste E212
Chino Hills CA 91709
UNITED STATES

Certified Arborist

	From:		Extension Until:	
Period of Certification	12/31/2021	**To:** 12/31/2024	12/31/2024	**Credits**
Date	**CEU ID**	**Title**	**CEU's Required for Recertification:**	**30.00**
2/17/2023	WE-23-164	PAPA- Temecula Conference- Day 3		2.00
2/16/2023	WE-23-163	PAPA- Temecula Conference- Day 2		5.00
11/16/2022	PP-22-891	Lightning Round: Technology Update 930 1005		0.50
11/16/2022	PP-22-893	A Model for How Non Profit Organizations can Initiate City Wide Change 930 1005		0.50
11/16/2022	PP-22-896	Many Voices Make for a Healthy Urban Forest 1120 1200		0.50
11/16/2022	PP-22-900	Washington Park Arboretum 1230-330		3.00
11/16/2022	PP-22-905	Financing the Urban Forest 830 1000		1.50
11/16/2022	PP-22-908	Increasing Urban Forest Resiliency Through Greater Tree Diversity		0.50
11/16/2022	PP-22-911	Lightning Round Species Diversity 1115 1150		0.50
11/16/2022	PP-22-913	Lightning Round Municipal Forestry 100-135		0.50
11/16/2022	PP-22-914	Nature in Urban Planning for Better Human Health 145 220		0.50
11/16/2022	PP-22-919	Urban Tree Monitoring Best Practices for Municipalities		0.50
11/16/2022	PP-22-920	Storytelling in the Media		1.50
11/16/2022	PP-22-924	Welcome to Seattle		0.75
7/14/2022	WE-22-405	WTMS Summer 2022- Creative Approaches to Managing Trees in a		5.75
2/16/2022	WE-22-147	PAPA Multi Day Conference		7.00

MY MEMBERSHIPS

CSID: 252651

Current Memberships

ISA Professional Member	Expires: 11/7/2023	**Renew**
Western Chapter Membership	Expires: 11/7/2023	**Renew**

MY CREDENTIALS

CERT ID: WE-12290A

Current Credentials

ISA Certified Arborist®	Expires: 12/31/2024	**View CEUs: 30.5**

Apply for an ISA Certification / Make Your Recertification Payment

Code of Ethics Agreement

EXAM RESULTS

CREDENTIAL EXAM RESULTS

Exam	Written Result	Skills Result	Exam Date
ISA Certified Arborist®	Pass	NA	8/9/2018

David A. Niznik

Lasting Images Landscape

Certified Arborist WE-12290A

Report for City of Redlands, Facilities and Community Services: ATTN: Don Craw

35 Cajon St., Suite 222, Redlands, CA 92373

Dated: November 30, 2022

David Niznik

Basic Tree Evaluation Report

Note: This evaluation is designed to be conducted quickly for cost effectiveness, using visual means of observation only. It is meant to provide basic information for future reference and to identify problems/deficiencies that might require more thorough evaluation. It is not intended to be a complete and comprehensive evaluation of the tree. Scores are based on comparison to "average" conditions and characteristics.

4195 Chino Hills Parkway, Suite E212, Chino Hills, CA 91709 (909) 851-3393, dniznik@verizon.net

Tree Evaluation

Inspection Date: November 29, 2022

Botanical Tree Name: Brahea armata

Common Tree Name: Mexican Blue Palm

D.B.H.: 20+ inches (visual check only)

Height: 12-15 feet tall

Canopy: ~12 feet wide

Location: Annexation 9

Photos:

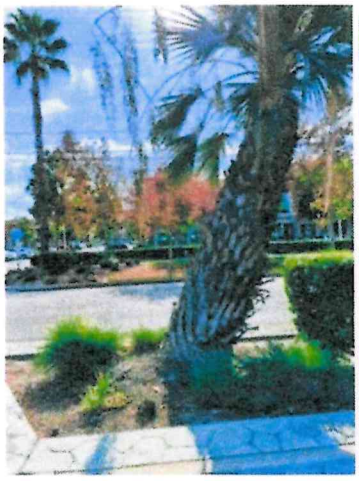

Photo 1. Major lean.



Photo 2. Raised root plate



Photo 3. Healthy tree for comparison

Tree deficiencies: Primary root plate is lifted above grade. The primary root plate is the critical area that maintains the structural stability of the tree. Although the tree itself is healthy, with wet soil conditions and high winds, this tree can fail. If the tree fails, the targets impacted may just be the median, but could also be the number one lane traveling east or west on Redlands Blvd.

Overall assessment: This tree has a high probability of failure with a significant wind, rain event. Recommend to notify the City's tree contractor for further assessment.

David A. Niznik

Lasting Images Landscape

Certified Arborist WE-12290A

Report for CSULA, Student Housing: ATTN: Mark Facio

5151 State University Dr, Los Angeles, CA 90032

Dated: July 20, 2021

Inspected by: David Niznik

Basic Tree Evaluation Report

Note: This evaluation is designed to be conducted quickly for cost effectiveness, using visual means of observation only. It is meant to provide basic information for future reference and to identify problems/deficiencies that might require more thorough evaluation. It is not intended to be a complete and comprehensive evaluation of the tree. Scores are based on comparison to "average" conditions and characteristics.

4195 Chino Hills Parkway, Suite E212, Chino Hills, CA 91709 (909) 851-3393, dniznik@verizon.net

Tree Evaluation

Inspection Date: July 14, 2021

Botanical Tree Name: Callistemon citrinus

Common Tree Name: Crimson Bottlebrush

D.B.H.: 19 inches

Height: 45-50 feet tall

Canopy: 25-30 feet wide

Location: In between units 119-120

Photos:







Tree deficiencies: The entire tree has a hard lean beginning at the truck, with major root pruning previously completed on this tree makes for a bad combination; this tree has poor structure and included bark, which leads to weak branch attachments and failures in the future; Codominant stems; Girdling roots at base of tree around trunk; weak apical control due to lack of strong leader; the primary root plate has been compromised due to the root pruning for walkway purposes; tree is susceptible to spider mites, mealybugs, and scales (would need further testing to ensure tree is pest free); pests increase under drought conditions.

Overall assessment: Over the years, "wrong tree, wrong place" refers to obvious places where the wrong tree was planted in the wrong place. In recent times, a push to plant the "right tree, in the right place" is becoming more common with landscapers and architects. This is a classic wrong tree, wrong place scenario as the root systems have been unable to grow as naturally intended due to the urban environment surrounding the tree. This tree should be removed.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/02/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Tysan Mitchell	
Bridge City Insurance Services Inc 16620 SW Hargis Rd Beaverton, OR 97007	PHONE (A/C, No, Ext): 916-747-0044	FAX (A/C, No):
	E-MAIL ADDRESS: tysan@bridgecityins.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Security National Insurance Company	19879
INSURED David A. Niznik dba Lasting Images Landscape 4195 Chino Hills Pkwy #212 Chino Hills, CA 91709	INSURER B : Evanston Insurance Company	35378
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS-MADE OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	POLICY PRO-JECT LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		SWC1411583 SWC1464375	11/14/2022 11/14/2023	11/14/2023 11/14/2024	X WC STATU-TORY LIMITS / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B	Pollution Liability			CPLMOL115397	02/15/2023	02/15/2025	Each Occurrence General Aggregate	$ 1,000,000 $ 2,000,000

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

CERTIFICATE HOLDER

City of Placentia
401 E. Chapman Ave
Placentia, CA 92870

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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CITY OF PLACENTIA
PROFESSIONAL SERVICES AGREEMENT
WITH
WEST COAST ARBORISTS, INC.

THIS AGREEMENT is made and entered into this 21ST day of November, 2023 ("Effective Date"), by and between the CITY OF PLACENTIA, a municipal corporation ("City"), and West Coast Arborists, Inc. a California corporation ("Consultant").

W I T N E S S E T H:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide professional arborist consulting services as more fully described herein; and

B. WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. WHEREAS, City and Consultant desire to contract for the specific services described in Exhibit "A" (the "Project") and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in Consultant's Proposal ("Proposal"), attached hereto as Exhibit "A" and incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement. Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. Officers and employees shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City and within the hereinafter specified. Evaluations of the work will be done by the City Administrator or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

(a) Meet with Consultant to review the quality of the work and resolve the matters of concern;

(b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or

(c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.5. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. 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. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, a notice setting forth provisions of this non-discrimination clause.

Consultant shall, in all solicitations and advertisements for employees placed by, or on behalf of Consultant shall state that all qualified applicants will receive consideration for employment without regard to age, race, color, religion, sex, marital status, national origin, or mental or physical disability. Consultant shall cause the paragraphs contained in this Section to be inserted in all subcontracts for any work covered by the Agreement, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense. All insurance requirements contained in this Agreement are independently applicable to any and all subcontractors that Consultant may engage during the term of this Agreement.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have

access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "A." Consultant's total compensation shall not exceed Three Hundred Fifty Thousand Dollars ($ 350,000.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal or which is inconsistent with or in violation of the provisions of this Agreement unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable. Should the City request in writing additional services that increase the hereinabove described "SCOPE OF SERVICES", an additional fee based upon the Consultant's standard hourly rates shall be paid to the Consultant for such additional services.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the Effective Date.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit "A." The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party. If a delay beyond the control of the Consultant is encountered, a time

extension may be mutually agreed upon in writing by the City and the Consultant. The Consultant shall present documentation satisfactory to the City to substantiate any request for a time extension.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of three years, ending on October 3, 2026, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. One (1) two-year extension is available on Consultant performance and at the discretion of the City. Approval of the term extension is contingent upon City Council review and approval at the conclusion of the initial three-year term.s

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing at least fifteen (15) days prior written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City. If the City suspends, terminates or abandons a portion of this Agreement such suspension, termination or abandonment shall not make void or invalidate the remainder of this Agreement.

If the Consultant defaults in the performance of any of the terms or conditions of this Agreement, it shall have ten (10) days after service upon it of written notice of such default in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

The City shall have the right, notwithstanding any other provisions of this Agreement, to terminate this Agreement, at its option and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement, immediately upon service of written notice of termination on the Consultant, if the latter should:

a. Be adjudged a bankrupt;

b. Become insolvent or have a receiver of its assets or property appointed because of insolvency;

c. Make a general assignment for the benefit of creditors;

d. Default in the performance of any obligation or payment of any indebtedness under this Agreement;

e. Suffer any judgment against it to remain unsatisfied or unbonded of record for thirty (30) days or longer; or

f. Institute or suffer to be instituted any procedures for reorganization or rearrangement of its affairs.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including

the date of City's written notice of termination within thirty-five (35) days after service of the notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant. City shall not be liable for any claim of lost profits.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

(a) Broad-form commercial general liability, in a form at least as broad as ISO from #CG 00 01 04 13, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars ($1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit. If Consultant maintains higher limits that the specified minimum limits, City requires and shall be entitled to coverage for the high limits maintained by the Consultant.

(b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars ($1,000,000.00), combined single limits, each incident for bodily injury and property damage.

(c) Workers' compensation insurance as required by the State of California and Employers Liability Insurance with a minimum limit of $1,000,000 per accident for any employee or employees of Consultant. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers for losses arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

Before execution of this Agreement by the City, the Consultant shall file with the Public Works Director/City Engineer the following signed certification:

> I am aware of, and will comply with, Section 3700 of the Labor Code, requiring every employer to be insured against liability of Workers' Compensation or to undertake self-insurance before commencing any of the work.

The Consultant shall also comply with Section 3800 of the Labor Code by securing, paying for and maintaining in full force and effect for the duration of this Agreement, complete Workers' Compensation Insurance, and shall furnish a Certificate of Insurance to the Public Works Director/City Engineer before execution of this Agreement by the City. The City, its officers and employees shall not be responsible for any claims in law or equity occasioned by failure of the consultant to comply with this section.

Neither the CITY nor any of its elected or appointed officials, officers, agents, employees, or volunteers makes any representation that the types of insurance and the limits specified to be carried by Consultant under this Agreement are adequate to protect Consultant. If Consultant believes that any such insurance coverage is insufficient, Consultant shall provide, at its own expense, such additional insurance as Consultant deems adequate.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions as worded below:

(a) Additional insureds: "The City of Placentia and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."

(b) Notice: "Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required polices are reduced; (3) or the deductible or self-insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, Consultant shall forthwith obtain and submit proof of substitute insurance. Should Consultant fail to immediately procure other insurance, as specified, to substitute for any canceled policy, the City may procure such insurance at Consultant's sole cost and expense."

(c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Placentia, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Placentia shall be excess and not contributing with the insurance provided by this policy."

(d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Placentia, its officers, officials, agents, employees, and volunteers.

(e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self-Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance and endorsements shall be attached hereto as Exhibit "B" and incorporated herein by this reference.

5.5. Non-limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Administrator or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement. It shall be the Consultant's responsibility to assure that the Project Manager is kept informed of the progress of the performance of the services and the Consultant shall refer any decision, which must be made by City, to the Project Manager. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Project Manager.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement and who shall not be

changed by Consultant without the express written approval by the City. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement, or the work hereunder may be provided by personal delivery, facsimile or if mailed, shall be addressed as set forth below and placed in a sealed envelope, postage prepaid, and deposited in the United States Postal Service. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 72 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:	IF TO CITY:
West Coast Arborists, Inc. 2200 E. Via Burton Street Anaheim, CA 92806 Tel: 714-991-1900	City of Placentia 401 E. Chapman Placentia, CA 92870 Tel: 714-993-8132
Attn: Patrick Mahoney	Attn: Chris Tanio

6.5. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.6. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California. Consultant agrees to submit to the personal jurisdiction of such court in the event of such action.

6.7. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.8. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings brought against the City, its elected and appointed officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence, recklessness, or willful misconduct by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint,

or suit asserts as its basis the negligence, recklessness, or willful misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.9. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

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

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

6.11. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.12. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, preliminary notes, working documents, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City but shall be made available to the City within ten (10) days of request or within ten (10) days of termination. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, preliminary notes and working documents, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City. Consultant or Consultant's agents shall execute such documents as may be necessary from time to time to confirm City's ownership of the copyright in such documents.

6.13. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.14. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.15. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.16. Prohibited Employment. Consultant will not employ any regular employee of City

while this Agreement is in effect.

6.17. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, the conflict shall be resolved by giving precedence in the following order, if applicable: This Agreement, the City's Request for Proposals, the Consultant's Proposal.

6.18. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.19. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.20. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.21. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.22. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.23. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. 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. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.24. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.25. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF PLACENTIA,
A municipal corporation

_____ Date: _____
Damien R. Arrula, City Administrator

ATTEST:

_____
Robert S. McKinnell, City Clerk

CONSULTANT – West Coast Arborists, Inc.

_____ Date: 11/1/2023
Signature

Patrick Mahoney
Patrick Mahoney, President

546960432
Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

_____ Date: _____
Christian L. Bettenhausen, City Attorney

APPROVED AS TO INSURANCE:

_____ Date: _____

Krystle Murillo, Risk Manager

APPROVED AS TO CONTENT:

Chris Tanio _____ Date: 11/1/2023

Chris Tanio, Deputy Director/City Engineer

DEPARTMENTAL APPROVAL:

Luis Estevez _____ Date: 11/1/2023

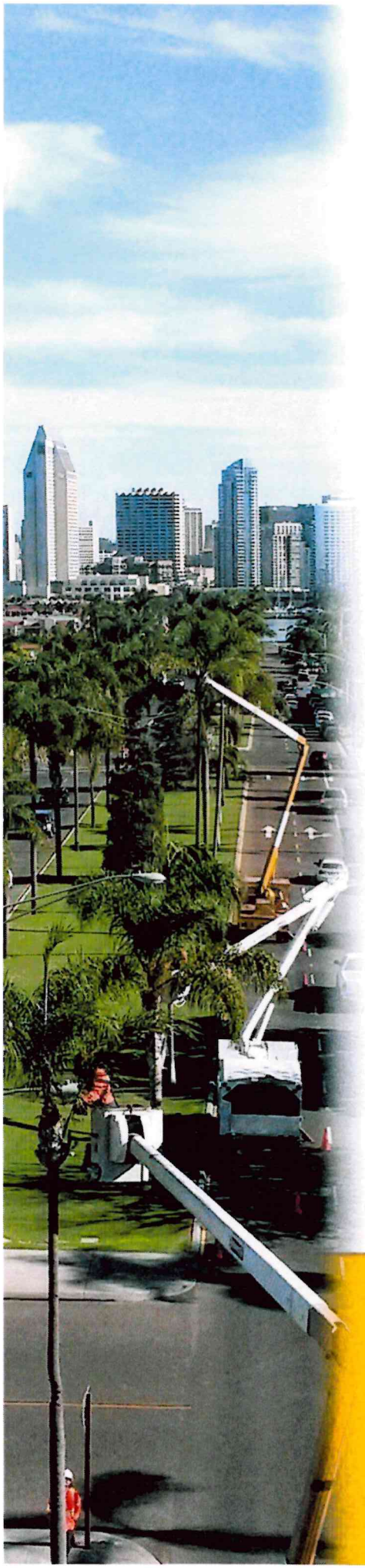
Luis Estevez, Deputy City Administrator

EXHIBIT A

CONSULTANT'S PROPOSAL AND SCOPE OF WORK

EXHIBIT B

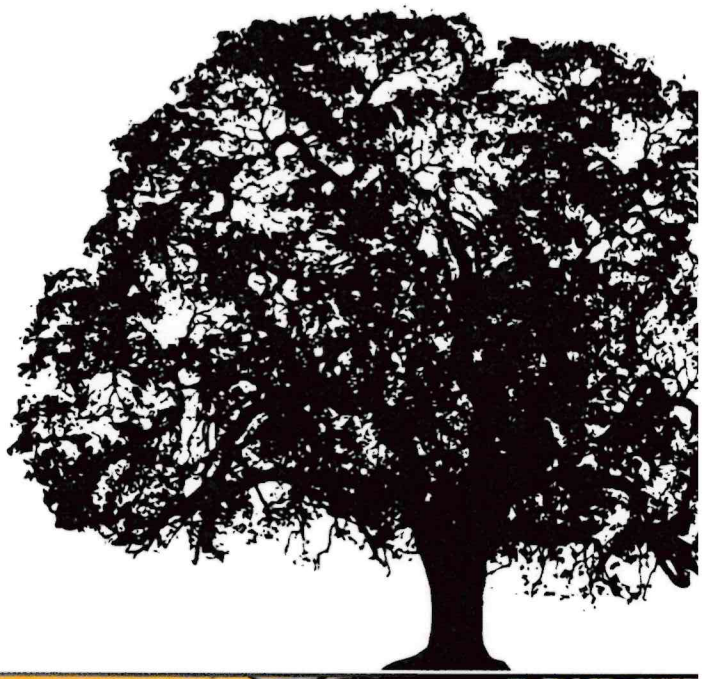
CERTIFICATES OF INSURANCE AND ENDORSEMENTS



Setting the Gold Standard
by partnering with over 300 communities

City of Placentia

RFP for On-Call Professional Arborist Services



GROWING:
Greenspace
Communities
Environment

ROOTED IN:
Safety
Experience
Technology

West Coast Arborists, Inc.
WCAINC.COM • (800) 521-3714
LIC #366764 • DIR #1000000956

West Coast Arborists, Inc.

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Tree Care Professionals Serving Communities Who Care About Trees

www.WCAINC.com

October 18, 2023

City of Placentia
Attn: Chris Tanio, PE
401 East Chapman Avenue
Placentia, CA 92870

RE: RFQ On-Call Professional Arborist Services
Due: Thursday, October 19, 2023 at 2:00PM

To whom it may concern;

Thank you for allowing West Coast Arborists, Inc. (WCA) the opportunity to submit a proposal for On-Call Professional Arborist Services for the City of Placentia. WCA is a family-owned and operated company employing over 1,200 full-time employees providing various tasks to achieve one goal: serving communities who care about trees. We have reviewed, understand, and agree to the terms and conditions described in this RFP. We also hereby acknowledge that we meet the minimum requirements and responded to each of these requirements to the best of our ability. Our proposal is valid for a period of 120 calendar days.

WCA's corporate values include listening to customers and employees to help improve services offered. By establishing clear goals and expectations for the organization, supporting its diverse teams, and exchanging frequent feedback from customers and employees, we are able to provide 'gold standard' tree care services. WCA's top management team has created a culture where employees become accountable for actions and results. Our Tree Care Industry Association (TCIA) company-wide accreditation is evidence of the commitment WCA has to our safety and training programs, customer satisfaction and our capacity to maintain industry standards.

WCA has a 51-year track record of working for more than 350 California and Arizona municipalities as well as other various agencies. Our company has been in business since 1972 and is licensed by the California State Contractors License Board under license #366764. We have held this license in good standing since 1978. The license specializes in Class C61 (Tree Service), Class C27 (Landscaping) and Class C31 (Traffic Control). We currently employ over 90 Certified Arborists and over 150 Certified Tree workers, as recognized by the International Society of Arboriculture. WCA is also registered with the Department of Industrial Relations (DIR) for Public Works projects, our registration number is 1000000956. All work will be performed in-house; no subcontractors will be used.

Our employees will operate from our Anaheim Office located at 2200 E. Via Burton, Anaheim, CA 92806. For questions related to this proposal and who has the authority to negotiate/present please contact Victor Gonzalez, V.P. Business Development, at (714) 991-1900 or at vgonzalez@wcainc.com. Tim Crothers, Plant Health Care Manager, will be assigned to this project should WCA be awarded a contract. He can be reached at (714) 412-1980 or tcrothers@wcainc.com.

Sincerely,

Patrick Mahoney, President
West Coast Arborists, Inc.

Section 5.1

Executive Summary



EXECUTIVE SUMMARY

West Coast Arborists is pleased to present our proposal response for the City of Placentia for On-Call Professional Arborist Services needs. At West Coast Arborists, we are committed to creating and maintaining robust urban forests for our future. One way we actualize this commitment is through providing tree risk assessments. Our team crafts visually aesthetic reports and other assets that are useful and relevant for agencies needing to make educated decisions on the management of their urban forest.

Project Management

Our Plant Health Care division excels in managing arborist services and generating detailed reports. To streamline our processes, we have developed ArborAccess – a powerful, in-house software solution. This versatile tree inventory and management software works seamlessly on any device and browser, guaranteeing efficient operations. With ArborAccess, our team meticulously records attributes for each inspected tree, enabling us to collect comprehensive data. This wealth of information empowers us to provide valuable and cost-effective resources to effectively manage urban canopies.

Approach

Our approach is tailored to your City's specific needs and the current needs and wishes of the City staff for the management of the urban forest in the future. Our staff will conduct a thorough visual inspection of trees in the City of Placentia as-needed with additional sample collections to be taken if necessary. Our team will then provide the City with arborist reports to advise on plantings, removals and pruning strategies, pest and disease diagnostics, root damage mitigation practices, and detailed tree assessments including size, health, structure, risk factors, etc.

Our project managers are empowered to solve problems and make timely decisions to ensure that project momentum moves forward without any setbacks. Additionally, our low employee turnover means that the team you meet at the beginning of your project will stay with you until completion, providing consistency throughout the project.

Experience

Our expert team comprises of qualified professionals, such as ISA Board Certified Master Arborists, ASCA Registered Consulting Arborists, and ISA Tree Risk Assessment Qualified personnel. Our staff have completed tree inspections and reports for over 200 public agencies in California, making us proficient and well diverse in assessing risk in accordance with industry standards. As noted by our references in this proposal, WCA provides arborist services along with maintenance services to cities all throughout Orange County including managing the city trees of Placentia for over 20 years.

Section 5.2

Project Team Organization



West Coast Arborists, Inc.

COMPANY QUALIFICATIONS

COMPANY INFORMATION
President: Patrick Mahoney

Organization Type: Corporation

Established: 1972

Federal Tax ID: 95-3250682

DIR Registration: 1000000956

Members of Laborers' Union: LiUNA!

SAM Entity ID: CFJMVMJ9NSD1

Website: wcainc.com

CORPORATE OFFICE
2200 E. Via Burton St.

Anaheim, CA 92806

REGIONAL OFFICES
Escondido, CA

Fresno, CA

Indio, CA

Ontario, CA

Phoenix, AZ

Riverside, CA

Sacramento, CA

San Diego, CA

San Jose, CA

San Francisco, CA

Santa Clarita, CA

Stockton, CA

Ventura, CA

CONTRACT ADMINISTRATION
Victor Gonzalez, Vice President

Corporate Office

Phone (714) 991-1900

Fax (714) 956-3745

Email: vgonzalez@wcainc.com

FIELD MANAGEMENT
Tim Crothers, PHC Manager

Corporate Office

Phone (714) 991-1900

Fax (714) 956-3745

Email: tcrothers@wcainc.com

EMERGENCY RESPONSE 24/7

1-800-LIMB-DOWN

Company Information

WEST COAST ARBORISTS, INC. (WCA)

is a family-owned and operated union company employing over 1,200 full-time employees providing tree maintenance and management services. We are proudly serving over 350 municipalities and public agencies. We provide superior and safe tree care operations seven days a week, 24 hours a day throughout California and Arizona. No subcontractors will be used for this project.

OUR VISION

As a corporate citizen, WCA's responsibility and accountability are to the communities where we do business. We hold ourselves to the highest standards of ethical conduct and environmental responsibility, communicating openly with our customers and the communities in which we work. It is our goal and vision to lead the industry in state-of-the-art urban tree care and management services.

100% CUSTOMER SATISFACTION

Customer satisfaction is our top priority. We guarantee your complete satisfaction with every facet of our services. Our dedication to customer service has earned WCA a reputation unrivaled in the industry for dependability, integrity, quality, and courtesy. We authorize our employees to do whatever is necessary to achieve the highest quality results. We know that high quality work saves our customer's valuable time and is far more cost effective if we do our work properly the first time. We are committed to courteous and prompt customer service to fully resolve any issue.



Corporate Capabilities

West Coast Arborists, Inc., is committed to successfully completing each project in accordance with the specifications, budget, schedule and with the highest quality of service. Our customers' satisfaction is a direct result of our means to carry out each project. Listed below are some of our corporate capabilities, which not only provide a sense of comfort and confidence to our customers, but also assure them of our continuous ability to carry out the duties of managing their urban forest.

- In business continuously and actively since 1972
- Contractor's License C61/D49, C27, C31, C21, A & B
- Over $8,500,000 line of credit available
- Annual financial audits available upon request
- Bonded by ARCH, an A+ rated company
- 1,200+ employees
- 350+ contracts with public agencies
- 95+ Certified Arborists
- 155+ Certified Tree Workers
- Drug-free workplace
- 14,000 sq. ft. company-owned Headquarters (Anaheim)
- Department of Agriculture Nursery license
- Avg. 712,000 trees **pruned** annually over past 3 years
- Avg. 46,000 trees **removed** annually over past 3 years
- Avg. 20,000 trees **planted** annually over past 3 years
- Avg. 250,000 trees **inventoried** annually over past 3 years
- Fully insured with insurance up to $25 million
- Federal Tax ID #95-3250682, current on all taxes and fillings with state and federal government
- Sales volume over $190 million annually
- Fleet of approximately 1,600 pieces of equipment

Active Memberships:

Tree Care Industry Association (TCIA)
International Society of Arboriculture (ISA)
League of California Cities (LCC)
California Parks & Recreation Society (CPRS)
Association of California Cities | –Orange County (ACCOC)
Maintenance Superintendents Association (MSA)
California Landscape Contractors Association (CLCA)
Street Tree Seminar (STS)
California Urban Forest Council (CaUFC)
American Public Works Association (APWA)



dpr

CALIFORNIA DEPARTMENT OF PESTICIDE REGULATION
1001 I STREET
SACRAMENTO, CALIFORNIA 95814

ISSUED: January 01, 2022
EXPIRES: December 31, 2023

Pest Control Business - Main
LICENSE
LICENSE NO. 39575

Invalid if insurance and/or qualified person(s) lapse before expiration date.

Mailing Address
WEST COAST ARBORISTS, INC.
2200 E VIA BURTON ST
ANAHEIM, CA 92806

Business Location
WEST COAST ARBORISTS, INC.
2200 E VIA BURTON ST
ANAHEIM, CA 92806

POST THIS LICENSE PROMINENTLY IN PUBLIC VIEW
THIS LICENSE IS NOT TRANSFERABLE. ANY CHANGE IN OWNERSHIP REQUIRES A NEW LICENSE



STATE OF CALIFORNIA
dca
DEPARTMENT OF CONSUMER AFFAIRS

CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE

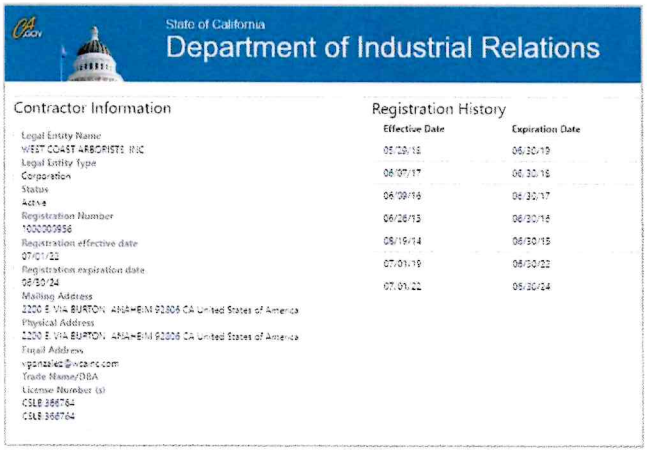
License Number **366764** Entity CORP

Business Name WEST COAST ARBORISTS INC

Classification(s) C61/D49 C27 A C21 B C31

Expiration Date 12/31/24

www.cslb.ca.gov



State of California
Department of Industrial Relations

Contractor Information

Legal Entity Name
WEST COAST ARBORISTS INC
Legal Entity Type
Corporation
Status
Active
Registration Number
1000000956
Registration effective date
07/01/22
Registration expiration date
06/30/24
Mailing Address
2200 E VIA BURTON, ANAHEIM 92806 CA United States of America
Physical Address
2200 E VIA BURTON, ANAHEIM 92806 CA United States of America
Email Address
vgonzalez@wcainc.com
Trade Name/DBA
License Number (s)
CSLB 366764
CSLB 366764

Registration History

Effective Date	Expiration Date
05/20/18	06/30/19
06/07/17	06/30/18
06/09/16	06/30/17
06/26/13	06/30/16
05/19/14	06/30/15
07/01/19	06/30/22
07/01/22	06/30/24

PROJECT TEAM ORGANIZATION

Meet the Team: Project Team



TIM CROTHERS — Plant Health Care Manager

Mr. Crothers has over 20 years of experience working in the horticulture industry. He started working at WCA in 2012 as a supervisor. He was quickly promoted to Area Manager, a role that required him to produce reports as a Certified Arborist as well as train staff and clients in proper tree care, inventory management, landscape design and plant identification. In his role as Plant Health Care Manager, Mr. Crothers supervises arborist services staff and plant health care operations throughout California and Arizona. He oversees the creation of Urban Forestry Master Plans (UFMPs) and is a Registered Consulting Arborist by the American Society of Consulting Arborists.

Mr. Crothers has overseen the creation of multiple Urban Forest Management Plans, the purpose of which is to function as a guide for municipal agencies to help manage their urban forest, for the present and the future. He has worked with cities to create a sound framework for the selection, use and maintenance of trees, providing them with better tools for planning and budgeting. His experience includes the creation of Urban Forest Management Plans for the City of Hawaiian Gardens, City of Carlsbad, and the City of Santee. Most recently he completed a CFMP for the City of Fullerton.

- ISA Board Certified Master Arborist #WE-7655BUM
- B.S. Environmental Horticultureal Science
- ASCA Registered Consulting Arborist #721
- CA Dept. Pesticide Regulation QAL #145321 B, D
- ISA Tree Risk Assessment
- Qualified & TLC Wildlife Aware

Contact Information: tcrothers@wcainc.com **~ (714) 412-1980**



JEFF CRAIN — Consulting Arborist

Mr. Crain has over 24 years of consulting and project management experience in botanical field research, ecological studies, habitat restoration, and tree surveys. Jeff's responsibilities as a Consulting Arborist include establishing GPS tree inventories, arborist report writing, tree risk assessments, aerial inspections, pre-construction planning and diagnosing tree disorders, in addition to tree appraisal reports; collecting soil and/or tissue samples as needed and interpreting the results. Jeff will be one of the main writers for the UFMP.

- ISA Board Certified Master Arborist WE-6658B
- DPR Qualified Pest Control Applicator #QAL161631
- ISA Tree Risk Assessment Qualified

Contact Information: jcrain@wcainc.com **~ (657) 474-1228**



REBECCA MEJIA — Consulting Arborist

Ms. Mejia has over 25 years' experience in the tree care industry. While her career started with the US Forest Service, she joined WCA as a Data Collector in 1995. Today, Rebecca's responsibilities as a Consulting Arborist include establishing GPS tree inventories, arborist report writing, tree risk assessments, aerial inspections, pre-construction planning and diagnosing tree disorders, in addition to tree appraisal reports; collecting soil and/or tissue samples as needed and interpreting the results. Over her career, Rebecca has completed over 1,000 arborist reports for various public agencies all over Southern California. She will serve as one of the main writers of the UFMP.

- ISA Board Certified Master Arborist WE-2355B
- B.S. Natural Resources Management with Minor in Urban Forestry, Cal Poly San Luis Obispo
- ISA Tree Risk Assessment Qualified

Contact Information: rmejia@wcainc.com **~ (714) 412-7813**



KELLY PARKINS — Plant Health Care Coordinator

Ms. Parkins is WCA's Plant Health Care (PHC) Coordinator. She joined WCA in August of 2021 and previously worked for the City of Long Beach - Parks Department as their Superintendent of Grounds Maintenance and Park Development. She is a Pest Control Advisor and holds a QAL. Her education includes an M.S. in Agricultural Sciences from Cal Poly Pomona where she was also a lecturer and research station campus manager from 2008 to 2015 teaching Turfgrass Management and Soil Science. She has been a Golf Course Superintendent at Aliso Viejo Golf Club and a Horticultural Superintendent at Shady Canyon Golf Club in Irvine. Her position as PHC Coordinator includes inspecting sites, writing pesticide recommendations, meeting with customers and more!

- ISA Certified Arborist WE-12868AM (Municipal Specialist)
- ISA Tree Risk Assessment Qualified
- DPR Qualified Pest Control Advisor #PCA74466 (A, B, E, G)
- DPR Qualified Pest Control Applicator #QAL96878 (A, B, C, E)

Contact Information: kparkins@wcainc.com **~ (714) 926-0892**



STEVE PONCE — PHC Senior Technician

Mr. Ponce has been working with WCA since 1999. He has a vast experience in collecting inventory data throughout southern California including for public agencies within Los Angeles County and Orange County such as the City of Tustin, City of Anaheim, and Orange County Parks. He will be the main data collector in the field. He is TRAQ certified and an ISA Certified Arborist that completes required CEU's each year.

- ISA Certified Arborist WE-6461A
- DPR Qualified Pest Control Applicator #QAL142645
- ISA Tree Risk Assessment Qualified

Contact Information: sponce@wcainc.com **~ (626) 255-2811**

1,200+ Employees

WCA & LiUNA!

WCA has forged a successful partnership with the Laborer's International Union of North America.

HIGHER STANDARDS + **EXEMPLARY TRAINING** = **SUPERIOR EMPLOYEES**

ACCREDITED — TREE CARE INDUSTRY ASSOCIATION — ETHICS — QUALITY — CONFIDENCE

13 offices with prestigious Tree Care Industry Association (TCIA) accreditation

ISA CERTIFIED



ISA Board Certified Master Arborists

Michael Palat	#WE-6541 BUM
Kelley Gilleran	#WE-7061 B
Tim Crothers	#WE-7655 BUM
Joseph Bartolo	#WE-2034 BU
Eugene Bordson	#WE-10777 BT
Rebecca Mejia	#WE-2355 B
Jeffrey Crain	#WE-6658 B

- **55** ISA Tree Risk Assessment Qualified
- **151** WCA Certified Utility Line Clearance Workers
- **20** ISA Certified Utility Specialists
- **57** TCIA Certified Treecare Safety Professionals
- **10** ISA Municipal Specialists
- **1** Nursery in Placentia & Dedicated Manager
- **8** Information Technology Specialists
- **75** Fleet Mechanics
- **10** NCCCO Certified Crane Operators

ASCA | RCA

American Society of Arboriculture Registered Consulting Arborists

3 ASCA Consulting Arborists

Tim Crothers	**RCA #721**
Kelley Gilleran	**RCA #668**
Leo Tuchman	**RCA #771**

Wildlife Protection

WCA's VP of Field Operations is a key contributor in identifying and developing the first ever Best Management Practices guidelines for *Tree Care for Birds and Other Wildlife.*

- **BMP Training**
- **95** Wildlife Aware Trained/Certified by WTI
- **1** On-Staff Biologist

Unique Capabilities

Plant Health Care

WCA has developed an exemplary Plant Health Care Program that goes beyond standard chemical applications. We maintain **in-house** State Certified qualified pest applicators.

California Department of Pesticide Regulation (DPR)

WCA has **1 Advisor (PCA)** and **10 Applicators (QAL)** on staff.

Section 5.3

Relevant Project Experience and References



RELEVANT PROJECT EXPERIENCE & REFERENCES

COUNTY OF ORANGE **Completed June 2023**

In addition to providing annual tree maintenance for both streets and parks, we assist the County of Orange with as-needed arborist reports as well. WCA recently completed 4 tree risk assessment reports. Scope of work included recommendations for maintenance and a general assessment of the tree including health and potential risk. A management recommendation was also provided to the County.

Contact: Carlos Serrano, Inspector

2301 N. Glassell St., Orange, CA 92865 ~ (714) 955-0316 ~ carlos.serrano@ocpw.ocgov.com

CITY OF FULLERTON **Completed October 2023**

WCA provides the City of Fullerton with tree maintenance services including arborist reports and risk assessments. Recently, WCA recently completed a Community Forest Management Plan with detailed suggestion on how to help determine future maintenance needs for the City.

Contact: Julio Jacobo, Urban Forestry Supervisor

1580 W. Commonwealth Ave., Fullerton, CA 92832 ~ (714) 926-2188 ~ julio.jacobo@cityoffullerton.com

CITY OF ANAHEIM **Completed March 2023**

WCA provides the City of Anaheim with urban forestry management services and provides the City with basic risk assessment reports as needed for both City and Park trees.

Contact: Dan Debassio, PW Superintendent

1426 East Vermont, Anaheim, CA 92805 ~ (714) 765-6860 ~ ddebassio@anaheim.net

CITY OF YORBA LINDA **Completed September 2023**

WCA provides the City of Yorba Linda with tree maintenance services including arborist reports and risk assessments as-needed. WCA has kept complete and up-to-date maintenance records of the city's trees in ArborAccess.

Contact: Armando Jaime, Public Works Superintendent

4845 Casa Loma Ave., Yorba Linda, CA 92886 ~ (714) 961-7189 ~ ajaime@yorbalindaca.gov

ADDITIONAL TREE RISK ASSESSMENT REFERENCES OR INFORMATION PERTAINING TO THESE PROJECTS IS AVAILABLE UPON REQUEST.

City of Walnut
Reports Completed: 41

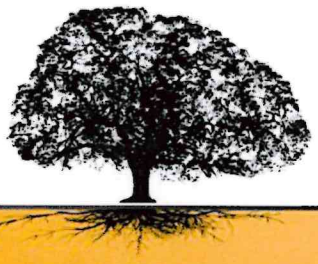
City of Tustin
Reports Completed: 29

City of Garden Grove
Reports Completed: 5

City of Brea
Reports Completed: 26

Section 5.4

Project Understanding & Approach



Comprehensive tree services in more than 300 communities.



PROJECT UNDERSTANDING & APPROACH

To ensure the quality of work and the level of service expected, WCA abides by a well-defined quality control plan that incorporates the following:

- Certified personnel
- Safety
- Sound equipment
- Public relations
- State-of-the-art communication systems

Special shifts including weekends and evenings can be arranged in accordance with the Agency's specifications.

Area Manager: Tim Crothers

ISA Certification #: WE-7655BUM
DPR Qualified Pest Control Applicator #145321
QAL Category B & D

The project Area Manager will be the central point of contact and will work cooperatively with Agency staff, local residents and business owners, etc. The Area Manger will provide overall field supervision and crew management.

Work Plan

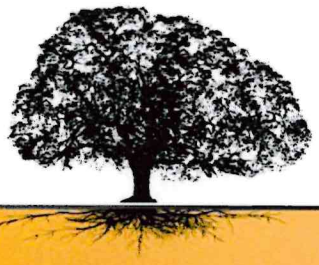
1. When our local WCA team in the Anaheim office receives a phone or email request for development services assistance, we will generate a work order on an annual job number for our local Plant Health Care Arborist to provide hourly arborist services for any of the items in the scope. Coordination with City staff will be a combination of in-office visits, phone, and email. Responses will be in the form of written arborist reports to the specified department head. Attendance at commission/city council meeting will be scheduled in advance through calendar invitations. WCA will locally keep a record of peer review reports, on-site monitoring and tree reporting per address.
2. For tree permit processing and compliance, our Arborist will dedicate specific days and hours of the week of the City's choice to assist in permits at the City office and field visits to ensure compliance of permits pulled. Actions by owners found to not be in compliance will be communicated via written report to the department head of Development Services for further follow up.
3. All work performed will be done per the American National Standards Institute A300 standards and the International Society of Arboriculture Best Management Practices.
4. Billing for the arborist services time will be on the schedule determined by City staff.
5. An annual planning meeting will be held in late spring or early summer to review WCA's services.

PLANT HEALTH CARE FLOWCHART



Section 5.5

Scope of Work



Comprehensive tree services in more than 300 communities.



SCOPE OF WORK

General Services

Consulting – Aerial, ground visual, or soil excavation. Generally, a report can take 30 minutes to 2 hours per tree depending on the service being provided.

Project Inspection – Arborist to remain on site for length of project, or as needed per project required.

Meeting with City staff - Time frame depends on topic that requires attention.

Presentation – Includes the time necessary to conduct research and prepare documents and present findings to City Council.

Lab Testing – Delivery of sample in question will be taken to facility and findings reported as part of WCA's 'consulting' services which does not include the cost of the tests per sample.

Specific Services

1. Advise staff on all matters related to tree plantings, removals, and root pruning strategies for the city's inventory of trees.
2. Provide solutions for view disputes and review appeals regarding tree removals, plantings, and trimmings.
3. Prepare arborist reports on tree conditions in written format and provide an accurate and detailed assessment of trees species, size, health, evaluation of root conditions, structure, risk factors, valuations, and other information as required and necessary.
4. Review project plans for potential impacts to the City's inventory of trees through construction activities.
5. Provide pest and disease diagnostics.
6. Provide protection strategies from the physical stresses of construction and root damage mitigation options.
7. Act in an advisory capacity to the City's Commissions, City Council, City Manager, and City Staff.
8. Provide professional input on value of removed trees to determine the replacement tree(s) or in-lieu fee value.
9. Provide best practice standards for required trees due to new development.
10. Evaluate sites post-construction and provide suitability audit reports.
11. Report on tree conditions, both orally and in written form, and provide an accurate and detailed assessment of trees' species, size, health, evaluation of root conditions, structure, risk factors and monetary value.

Arborist Reports

We have full-time Certified Arborists on staff that can prepare detailed arborist reports, tree evaluations and site inspections based on your specific needs. Reporting can be generated for one tree or an entire selection and is handled on a case-by-case basis.

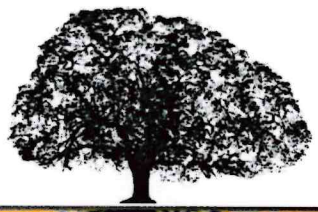
Additional Assessments

Tree & Vegetation Surveys, Inventory & Analysis, Investigate tree diseases and causes, long term tree and vegetation care management planning, digital survey and mapping of tree and vegetation inventories and associated site conditions.

Appendices


Comprehensive tree services in more than 300 communities.
Pruning
Safety
Planting
Plant Health
Removal
Reclamation
Technology
Community
Civic Partners
Emergency
Environment

Required Statements



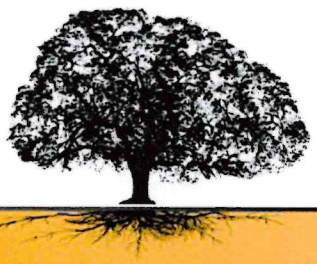
Comprehensive tree services in more than 300 communities.



REQUIRED STATEMENTS

A. West Coast Arborists, Inc. (WCA) agrees to perform the services and adhere to the requirements described in this RFQ, including any addenda.
B. WCA has not included any proprietary information in this RFQ.
C. WCA assures that we will not substitute members of our designated team without approval by the City of Placentia staff which declares there is no Conflict of Interest.
D. WCA does not have any Conflict of Interests with the City of Placentia.
E. WCA's bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation. The bid is genuine and not collusive or sham.
F. WCA maintains General Liability Insurance, Business Automobile Liability Insurance, Worker's Compensation Insurance, and Professional Errors and Omissions Liability Insurance that fulfill the indemnification and insurance requirements/limits contained in the sample contract provided by the City of Placentia.

Exceptions



Comprehensive tree services in more than 300 communities.



Pruning



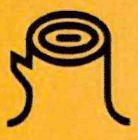
Safety



Planting



Plant Health



Removal



Reclamation



Technology



Community



Civic Partners



Emergency



Environment

EXCEPTIONS

West Coast Arborists, Inc. has no exceptions to RFQ No. PW-23-02: On-Call Professional Arborist Services for the City of Placentia. We are committed to providing exceptional service, expertise, and value to our clients and look forward to the opportunity to serve your tree inventory and urban forest management needs.

By choosing our services, you can trust that our professional team will conduct a comprehensive inspection and provide detailed documentation to assist the City of Placentia in maintaining safe and visually appealing surroundings for its residents and commuters. Our approach is designed to be efficient, cost-effective, and tailored to meet the specific needs of our clients. Our experienced staff and advanced software enable us to provide superior tree care operations and effectively manage California's urban forests.

Cost Proposal



Comprehensive tree services in more than 300 communities.



Pruning



Safety



Planting



Plant Health



Removal



Reclamation



Technology



Community



Civic Partners



Emergency



Environment

West Coast Arborists, Inc.

COST PROPOSAL

In conformity with the terms and conditions of the contract, West Coast Arborists, Inc., hereby proposes to the City of Placentia the following schedule of compensation. Invoices will be submitted bi-monthly (1st and 15th of each month.)

DESCRIPTION	UNIT	UNIT RATE
ON-CALL ARBORIST SERVICES		
1. Review tree removal permits (1-hr minimum)	Per hour	$195.00
2. Consulting Services including Report Writing a. (3-hour minimum) Travel included	Per hour	$195.00
3. Project Inspection (3-hour minimum)	Per hour	$195.00
4. Meetings with City staff and or Contractor(s)	Per hour	$195.00
5. Presentation to City Staff, City Council, etc. b. (2-hour minimum)	Per Hour	$195.00
6. Laboratory testing (i.e., Soil, limb, etc.)	Each	Cost + 15%
7. Provide tree recommendations for planting	Per hour	$195.00
8. Respond to tree-related emergencies for Consultation	Per hour	$195.00

Patrick Mahoney, President
West Coast Arborists, Inc.
10/19/23

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 06/28/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Aon Risk Insurance Services West, Inc. Los Angeles CA Office 707 Wilshire Boulevard Suite 2600 Los Angeles CA 90017-0460 USA	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Starr Indemnity & Liability Company	38318
INSURER B:	Starr Specialty Insurance Company	16109
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
West Coast Arborists, Inc.
2200 E Via Burton
Anaheim CA 92806 USA

COVERAGES **CERTIFICATE NUMBER:** 570100341614 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			1000100141231	07/01/2023	07/01/2024	EACH OCCURRENCE	$2,000,000
	CLAIMS-MADE [X] OCCUR			SIR applies per policy terms & conditions			DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$4,000,000
	POLICY [X] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$4,000,000
	OTHER:							
A	AUTOMOBILE LIABILITY			1000198198231	07/01/2023	07/01/2024	COMBINED SINGLE LIMIT (Ea accident)	$2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	
	OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	
	DED RETENTION							
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			1000004228	07/01/2023	07/01/2024	X PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] N/A			Workers Comp CA				
A	(Mandatory in NH)			1000004229	07/01/2023	07/01/2024	E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below			Workers Comp AZ			E.L. DISEASE-EA EMPLOYEE	$1,000,000
							E.L. DISEASE-POLICY LIMIT	$1,000,000

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

The City of Placentia, its elected and appointed boards, officers, officials, agents, employees, and volunteers are included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. General Liability policy evidenced herein is Primary and Non-Contributory to other insurance available to an Additional Insured, but only in accordance with the policy's provisions. A Waiver of Subrogation is granted in favor of the City of Placentia, its elected and appointed boards, officers, officials, agents, employees, and volunteers in accordance with the policy provisions of the Workers Compensation policy.

CERTIFICATE HOLDER

City of Placentia
Attn: City Administrator
401 E. Chapman
Placentia CA 92870 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Insurance Services West, Inc.

Holder Identifier : ABHDO$

Certificate No : 570100341614

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POLICY NUMBER: 1000198198231

COMMERCIAL AUTO
CA 20 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: West Coast Arborists, Inc.

Endorsement Effective Date: 07/01/2023

SCHEDULE

Name Of Person(s) Or Organization(s):
The City of Placentia, its elected and appointed boards, officers, officials, agents, employees and volunteers. Attn: City Administrator, 401 E Chapman, Placentia, CA 92870
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION – PERMITS OR AUTHORIZATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:
The City of Placentia, its elected and appointed boards, officers officials, agents, employees and volunteers Attn: City Administrator 401 E Chapman Placentia, CA 92870
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

   However:

   a. The insurance afforded to such additional insured only applies to the extent permitted by law; and

   b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

   a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

   b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Where Required By Written Contract	Where Required By Written Contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Where Required By Written Contract	Where Required By Written Contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:	West Coast Arborists, Inc.
Endorsement Effective Date:	07/01/2023

SCHEDULE

Name Of Person(s) Or Organization(s):
Where required by written contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

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Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

Primary and Non-Contributory Condition

Policy Number: 1000100141231 **Effective Date:** July 1, 2023 at 12:01 A.M.
Named Insured: West Coast Arborists, Inc.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. SECTION IV – CONDITIONS, condition **4. Other Insurance** is amended as follows:

1. The following is added to paragraph **4.a.** of the **Other Insurance** condition:

This insurance is primary insurance as respects our coverage to the additional insured, where the written contract or written agreement requires that this insurance be primary and non-contributory. In that event, we will not seek contribution from any other insurance policy available to the additional insured on which the additional insured is a Named Insured.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Signed for STARR INDEMNITY & LIABILITY COMPANY

Steve Blakey
Steve Blakey, President

Nehemiah E. Ginsburg
Nehemiah E. Ginsburg, General Counsel

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2.0% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization	Job Description
Any person or organization to whom you become obligated to waive your rights of recovery against, under any contract or agreement you enter into prior to the occurrence of loss.	Where required by contract

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 07/01/2023 Policy No.: 100 0004228 Endorsement No.:

Insured: West Coast Arborists, Inc. Premium:

Insurance Company: Starr Specialty Insurance Company Countersigned by: Steve Blakey

Placentia City Council
AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DEPUTY CITY ADMINISTRATOR / PUBLIC SERVICES & INFRASTRUCTURE

DATE: NOVEMBER 21, 2023

SUBJECT: **PROFESSIONAL SERVICES AGREEMENTS FOR ON-CALL LANDSCAPE ARCHITECTURAL SERVICES**

FISCAL IMPACT: EXPENSE: $350,000 TOTAL CONTRACT NOT-TO-EXCEED AMOUNTS (VARIOUS CIP PROJECTS)

SUMMARY:

On October 19, 2023, Staff solicited qualifications from landscape architectural firms to create a bench list of professional consultants to provide various landscape architecture and design services for projects included within the Capital Improvement Program budget (CIP). A total of twelve (12) qualification proposal packages were received and after a comprehensive review of each proposal by the Review Committee, the five (5) top ranking firms were selected to be placed on an on-call bench list. These firms possess the experience and expertise to deliver landscape architectural services on a wide variety of CIP projects. This on-call list will be used to provide design for various types of facilities by both Public Works and Community Services. Some of these projects include landscape renovation projects for medians and parkways, as well as park renovation projects.

Staff recommends that City Council award contracts to the top five (5) ranked firms for a 3-year term with an option for a two-year term extension based upon performance and at the discretion of the City. Each consultant shall serve on an on-call basis and with a not-to-exceed contract amount of $350,000, the cost of which will be charged to individual project budgets as those projects are budgeted in the CIP. The purpose of having multiple firms on an on-call list is to ensure efficient delivery of multiple capital improvement projects many of which may run concurrently. This approach allows the City to assign more specialized projects to those firms which have experience and expertise in delivering similar projects. This action will provide the City with available on-call services for all the landscape architectural services in support of multiple CIP projects over the next 5 years.

RECOMMENDATION:

It is recommended that City Council take the following actions:

1. Approve a Professional Services Agreement with RJM Design Group, Inc., for professional consulting services to provide on-call landscape architectural design services for a term of three (3) years with one (1) two-year term extension available based upon performance and at the discretion of the City, in an amount not-to-exceed $350,000; and

2. Approve a Professional Services Agreement with David Volz Design Landscape Architecture, Inc., for professional consulting services to provide on-call landscape architectural design services for a term of three (3) years with one (1) two-year term extension available based upon performance and at the discretion of the City, in an amount not-to-exceed $350,000; and

3. Approve a Professional Services Agreement with MIG, Inc., for professional consulting services to provide on-call landscape architectural design services for a term of three (3) years with one (1) two-year term extension available based upon performance and at the discretion of the City, in an amount not-to-exceed $350,000; and

4. Approve a Professional Services Agreement with Hirsch and Associates, Inc., for professional consulting services to provide on-call landscape architectural design services for a term of three (3) years with one (1) two-year term extension available based upon performance and at the discretion of the City, in an amount not-to-exceed $350,000; and

5. Approve a Professional Services Agreement with RHA Landscape Architects, Planners Inc., for professional consulting services to provide on-call landscape architectural design services for a term of three (3) years with one (1) two-year term extension available based upon performance and at the discretion of the City, in an amount not-to-exceed $350,000; and

6. Authorize the City Administrator to approve any contract term extensions based on performance and amendments up to 10% of the contract not-to-exceed amount, or $35,000; and

7. Authorize the City Administrator to execute the above-mentioned Professional Services Agreements, in forms approved by the City Attorney.

STRATEGIC PLAN STATEMENT:

There is no specific strategic planning goal or objective associated with this agenda item.

DISCUSSION:

The City plans and budgets for capital projects as part of the annual Budget adoption. The Budget allocates funds for not only the construction of each project but also for soft costs such as professional services. In preparation for delivery of the City's various CIP projects, Staff prepared an RFQ for on-call professional landscape architectural design services. A total of twelve (12) proposals were received from qualified consulting firms with extensive experience in civil engineering services. The cumulative composite score for the top five firm's proposal is noted below:

On-Call Landscape Architectural Services		
Ranking	**Consultant**	**TOTAL SCORE**
1	RJM Design Group	**90**
2	David Volz Design	**85**
3	MIG	**85**
4	Hirsch and Associates	**80**
5	RHA Landscape Architects	**80**

Based on each firm's extensive experience and expertise in providing professional landscape architectural services, the five (5) top-ranked firms were selected to be included in the on-call consultant bench list. By utilizing more than one firm to provide these services, the City can achieve greater flexibility in delivering capital improvement projects where landscape architectural services are utilized. Individual projects are assigned based upon the type of work to be performed as the expertise and experience of each firm will vary. For instance, firms with greater experience in planting and irrigation design would be assigned those types of projects, whereas firms with greater experience in hardscape design would then prepare those types of projects. Assigning projects in this manner will ultimately ensure the individual experience and expertise of the design to the City's projects are closely matched to the unique scope of work to be completed on each project.

The consultants providing landscape architecture and design services will work on an on-call basis and the contracts are structured on a time and materials basis, with a not-to-exceed amount. Each firm will submit a separate cost proposal for each project for which they will provide these services. Since payment for these services is on a time and materials basis, the overall cost of the project is dependent upon the scope and complexity of the project. The complexity could require more consultant hours applied to the kind of services needed for each project. The hours allocated by each firm to the projects to which they have been assigned are negotiated and based on actual project need, the cost of which is allocated within individual project budgets and is controlled by the hourly rates provided by each firm. The overall cost to provide landscape architecture and design services will vary from project to project and is based upon the scope of work of each individual project. The proposed not-to-exceed contract amount for each agreement

is an estimate of what the City could potentially pay for these services over an initial contract term of three (3) years.

FISCAL IMPACT:

The cumulative not-to-exceed contract amount for each proposed agreement is $350,000. The award of these contracts does not commit the City to spending a specified amount for landscape architectural design services since the consultants will serve on an on-call, project by project basis. Funds for design services are budgeted as part of individual project budgets funded in the City's annual CIP Budget.

Prepared by:

Chris Tanio
Deputy Director of Public Works/City Engineer

Reviewed and approved:

Jennifer Lampman
Director of Finance

Reviewed and approved:

Luis Estevez
Deputy City Administrator

Reviewed and approved:

Damien R. Arrula
City Administrator

Attachments:

1. Agreement with RJM Design Group, Inc.
2. Agreement with David Volz Design Landscape Architecture, Inc.
3. Agreement with MIG, Inc.
4. Agreement with Hirsch and Associates, Inc.
5. Agreement with RHA Landscape Architects, Planners Inc.

CITY OF PLACENTIA
PROFESSIONAL SERVICES AGREEMENT
WITH
RJM DESIGN GROUP

THIS AGREEMENT is made and entered into this 21ST day of November, 2023 ("Effective Date"), by and between the CITY OF PLACENTIA, a municipal corporation ("City"), and RJM Design Group, a California corporation ("Consultant").

W I T N E S S E T H:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide on-call landscape architecture and design services as more fully described herein; and

B. WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. WHEREAS, City and Consultant desire to contract for the specific services described in Exhibit "A" (the "Project") and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in Consultant's Proposal ("Proposal"), attached hereto as Exhibit "A" and incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement. Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. Officers and employees shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City and within the hereinafter specified. Evaluations of the work will be done by the City Administrator or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

(a) Meet with Consultant to review the quality of the work and resolve the matters of concern;

(b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or

(c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.5. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. 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. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, a notice setting forth provisions of this non-discrimination clause.

Consultant shall, in all solicitations and advertisements for employees placed by, or on behalf of Consultant shall state that all qualified applicants will receive consideration for employment without regard to age, race, color, religion, sex, marital status, national origin, or mental or physical disability. Consultant shall cause the paragraphs contained in this Section to be inserted in all subcontracts for any work covered by the Agreement, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense. All insurance requirements contained in this Agreement are independently applicable to any and all subcontractors that Consultant may engage during the term of this Agreement.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have

access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "A." Consultant's total compensation shall not exceed Three Hundred Fifty Thousand Dollars ($ 350,000.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal or which is inconsistent with or in violation of the provisions of this Agreement unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable. Should the City request in writing additional services that increase the hereinabove described "SCOPE OF SERVICES", an additional fee based upon the Consultant's standard hourly rates shall be paid to the Consultant for such additional services.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the Effective Date.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit "A." The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party. If a delay beyond the control of the Consultant is encountered, a time

extension may be mutually agreed upon in writing by the City and the Consultant. The Consultant shall present documentation satisfactory to the City to substantiate any request for a time extension.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of three years, ending on November 21, 2026, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. One (1) two-year extension is available on Consultant performance and at the discretion of the City. Approval of the term extension is contingent upon City Council review and approval at the conclusion of the initial three-year term.s

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing at least fifteen (15) days prior written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City. If the City suspends, terminates or abandons a portion of this Agreement such suspension, termination or abandonment shall not make void or invalidate the remainder of this Agreement.

If the Consultant defaults in the performance of any of the terms or conditions of this Agreement, it shall have ten (10) days after service upon it of written notice of such default in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

The City shall have the right, notwithstanding any other provisions of this Agreement, to terminate this Agreement, at its option and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement, immediately upon service of written notice of termination on the Consultant, if the latter should:

a. Be adjudged a bankrupt;

b. Become insolvent or have a receiver of its assets or property appointed because of insolvency;

c. Make a general assignment for the benefit of creditors;

d. Default in the performance of any obligation or payment of any indebtedness under this Agreement;

e. Suffer any judgment against it to remain unsatisfied or unbonded of record for thirty (30) days or longer; or

f. Institute or suffer to be instituted any procedures for reorganization or rearrangement of its affairs.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including

the date of City's written notice of termination within thirty-five (35) days after service of the notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant. City shall not be liable for any claim of lost profits.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

(a) Broad-form commercial general liability, in a form at least as broad as ISO from #CG 00 01 04 13, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars ($1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit. If Consultant maintains higher limits that the specified minimum limits, City requires and shall be entitled to coverage for the high limits maintained by the Consultant.

(b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars ($1,000,000.00), combined single limits, each incident for bodily injury and property damage.

(c) Workers' compensation insurance as required by the State of California and Employers Liability Insurance with a minimum limit of $1,000,000 per accident for any employee or employees of Consultant. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers for losses arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

Before execution of this Agreement by the City, the Consultant shall file with the Public Works Director/City Engineer the following signed certification:

> I am aware of, and will comply with, Section 3700 of the Labor Code, requiring every employer to be insured against liability of Workers' Compensation or to undertake self-insurance before commencing any of the work.

The Consultant shall also comply with Section 3800 of the Labor Code by securing, paying for and maintaining in full force and effect for the duration of this Agreement, complete Workers' Compensation Insurance, and shall furnish a Certificate of Insurance to the Public Works Director/City Engineer before execution of this Agreement by the City. The City, its officers and employees shall not be responsible for any claims in law or equity occasioned by failure of the consultant to comply with this section.

Neither the CITY nor any of its elected or appointed officials, officers, agents, employees, or volunteers makes any representation that the types of insurance and the limits specified to be carried by Consultant under this Agreement are adequate to protect Consultant. If Consultant believes that any such insurance coverage is insufficient, Consultant shall provide, at its own expense, such additional insurance as Consultant deems adequate.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions as worded below:

(a) Additional insureds: "The City of Placentia and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."

(b) Notice: "Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required polices are reduced; (3) or the deductible or self-insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, Consultant shall forthwith obtain and submit proof of substitute insurance. Should Consultant fail to immediately procure other insurance, as specified, to substitute for any canceled policy, the City may procure such insurance at Consultant's sole cost and expense."

(c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Placentia, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Placentia shall be excess and not contributing with the insurance provided by this policy."

(d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Placentia, its officers, officials, agents, employees, and volunteers.

(e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self-Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance and endorsements shall be attached hereto as Exhibit "B" and incorporated herein by this reference.

5.5. Non-limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Administrator or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement. It shall be the Consultant's responsibility to assure that the Project Manager is kept informed of the progress of the performance of the services and the Consultant shall refer any decision, which must be made by City, to the Project Manager. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Project Manager.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement and who shall not be

changed by Consultant without the express written approval by the City. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement, or the work hereunder may be provided by personal delivery, facsimile or if mailed, shall be addressed as set forth below and placed in a sealed envelope, postage prepaid, and deposited in the United States Postal Service. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 72 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:	IF TO CITY:
RJM Design Group 31591 Camino Capistrano San Juan Capistrano, CA 92675 Tel: 949-493-2600	City of Placentia 401 E. Chapman Placentia, CA 92870 Tel: 714-993-8132
Attn: Zachary Mueting	Attn: Chris Tanio

6.5. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.6. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California. Consultant agrees to submit to the personal jurisdiction of such court in the event of such action.

6.7. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.8. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings brought against the City, its elected and appointed officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence, recklessness, or willful misconduct by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint,

or suit asserts as its basis the negligence, recklessness, or willful misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.9. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

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

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

6.11. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.12. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, preliminary notes, working documents, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City but shall be made available to the City within ten (10) days of request or within ten (10) days of termination. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, preliminary notes and working documents, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City. Consultant or Consultant's agents shall execute such documents as may be necessary from time to time to confirm City's ownership of the copyright in such documents.

6.13. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.14. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.15. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.16. Prohibited Employment. Consultant will not employ any regular employee of City

while this Agreement is in effect.

6.17. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, the conflict shall be resolved by giving precedence in the following order, if applicable: This Agreement, the City's Request for Proposals, the Consultant's Proposal.

6.18. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.19. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.20. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.21. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.22. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.23. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. 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. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.24. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.25. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF PLACENTIA,
A municipal corporation

_____ Date: _____
Damien R. Arrula, City Administrator

ATTEST:

_____
Robert S. McKinnell, City Clerk

CONSULTANT – RJM Design Group

_____ Date: _____
Signature

_____
Zachary Mueting, Principal

_____
Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

_____ Date: _____
Christian L. Bettenhausen, City Attorney

APPROVED AS TO INSURANCE:

_____ Date: _____

Krystle Murillo, Risk Manager

APPROVED AS TO CONTENT:

_____ Date: _____

Chris Tanio, Deputy Director/City Engineer

DEPARTMENTAL APPROVAL:

_____ Date: _____

Luis Estevez, Deputy City Administrator

EXHIBIT A

CONSULTANT'S PROPOSAL AND SCOPE OF WORK

EXHIBIT B

CERTIFICATES OF INSURANCE AND ENDORSEMENTS

On-Call Landscape Architecture & Design Services

City of Placentia



Community Inspired Spaces

RJM DESIGN GROUP

October 19, 2023



Parque Del Arroyo Verde
Source: City of Placentia Facebook

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Cover Letter

31591 Camino Capistrano
San Juan Capistrano, CA 92675
www.RJMdesigngroup.com
(949) 493-2600 *phone*
(949) 493-2690 *fax*

Community Inspired Spaces
RJM DESIGN GROUP

October 19, 2023

City of Placentia
Attn: Chris Tanio, PE, Deputy Director/City Engineer
401 E. Chapman Avenue
Placentia, CA 92870

Re: On-Call Landscape Architecture and Design Services

Dear Mr. Tanio:

RJM Design Group, Inc. is pleased to submit our proposal for **On-Call Landscape Architecture and Design Services** for **Placentia**. We are very excited about the opportunity to provide our services to the City and its residents.

RJM Design Group is a multi-disciplinary landscape architectural design and planning firm with extensive experience in providing On-Call / As-Needed Professional Consulting Services to numerous municipal clients. Specific to this RFP, we are interested in providing Landscape Architectural Services including surveying, irrigation, structural, civil, electrical, and related services which may be required in connection with planning, design, and renovation of landscaped medians, parkways, and park facilities. We will be responsible for coordinating and managing each of the design disciplines for any given project, monitoring the work schedule, quality assurance and quality control, and adhering to the project schedule and budget.

RJM Design Group is proud to celebrate our 36th year in business. The key to our stability and success is our many clients with whom we have developed long-term relationships. We are committed to working closely with City staff to ensure the project development processes run smoothly and efficiently. Our goal is to work with Placentia to enhance the quality of the City's parks and open space elements for all residents to enjoy. Zachary Mueting, Principal, will be the Management Contact for this project and Tyler Page will be the Project Manager for day-to-day coordination.

Thank you for providing us with the exciting opportunity to present our team and methodology for your consideration. If you have any questions or comments after reviewing this proposal, please feel free to contact me directly by phone at (949) 493-2600 or email at zach@rjmdesigngroup.com.

Sincerely,
RJM Design Group



Zachary Mueting
Principal
zach@rjmdesigngroup.com | (949) 493-2600

APPENDIX B

SUMMARY SHEET

Firm Name: RJM Design Group, Inc.

Firm Parent or Ownership: _____

Firm Address: 31591 Camino Capistrano, San Juan Capistrano, CA 92675

_____

Firm Telephone Number: (949) 493-2600

Firm Fax Number: (949) 493-2690

Number of years in existence: 36

Management Contact (person responsible for direct contact with the City of Placentia and services required for this Request for Proposal):

Name: Zachary Mueting Title: Principal

Telephone Number: (949) 493-2600 Fax: (949) 493-2690

Email: zach@ rjmdesigngroup.com

Project Manager (Person responsible for day-to-day servicing of the account):

Name: Tyler Page Title: Landscape Architect

Telephone Number: (949) 493-2600 Fax: (949) 493-2690

Email: tyler@rjmdesigngroup.com

Types of services provided by the firm: Landscape Architecture & Design Services

_____

_____

Consultant Qualifications

Established in 1987, RJM Design Group has evolved into a multi-disciplinary landscape architectural, planning, and design firm committed to serving the needs of cities, public agencies, and organizations throughout California. RJM is comprised of talented individuals with varied backgrounds and interests. Among these dynamic professionals are licensed landscape architects, designers, and planners, most of whom are LEED Accredited Professionals. Each person brings a unique, yet complementary experience and passion to the firm, who will be dedicated to the duration of the project as needed.

Firm Legal Name	RJM Design Group, Inc.
Type of Business	California Corporation, SBE (Incorporated in 1987)
Number of Years in Business	36 Years
Contact Information	(949) 493-2600
List of Owners	Larry P. Ryan — President, larryr@rjmdesigngroup.com Zachary Mueting — Secretary, zach@rjmdesigngroup.com
Principal Contact	Zachary Mueting / zach@rjmdesigngroup.com
Office Location	31591 Camino Capistrano, San Juan Capistrano, CA 92675
Firm Size	17 Personnel
Personnel	(10) Licensed Landscape Architects, Project Managers (4) Technical Support (3) Administrative Support (3) LEED Accredited Professionals (2) Certified Arborists (2) FAA Part 107 Licensed Pilots



RJM Office | San Juan Capistrano, CA

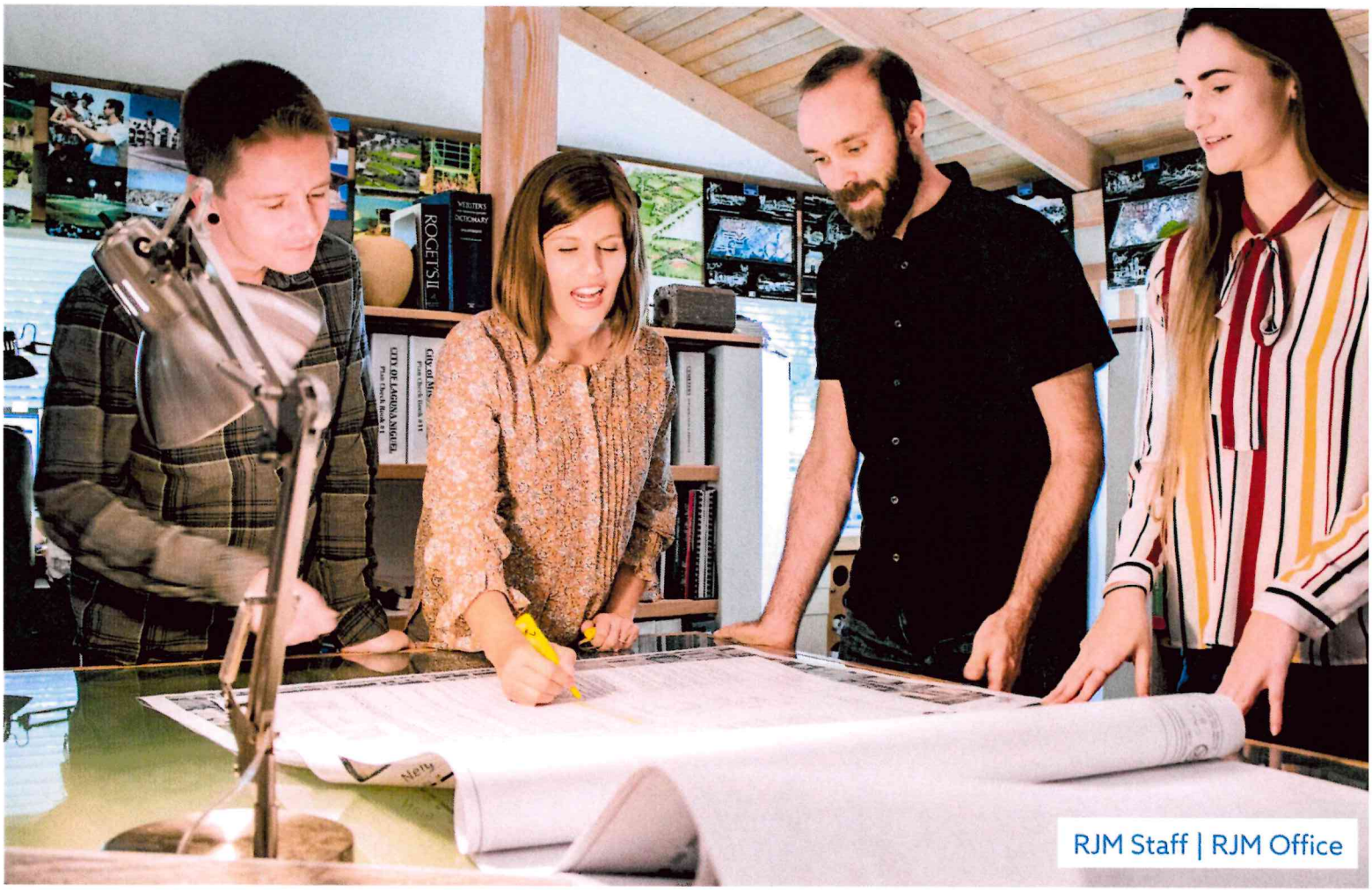
Consultant Qualifications

RJM Design Group offers landscape architectural and design services, specializing in parks and recreation and other public facilities. At RJM, we are nearing our 37th year of professional experience in working with counties, cities, and other public sectors. RJM's mission is to assist communities in the planning and design of environments that enhance the quality of life for all. Our goal is to implement the vision of the clients and the communities we serve by designing creative, functional, and fun Community Inspired Spaces.

The key to our stability and success are our many clients with whom we have developed long-term relationships. Throughout the years, we have had the good fortune to be selected as a pre-qualified On-Call / As-Needed Consultant to numerous counties, cities and agencies. These include the cities of **Mission Viejo (27 years), Long Beach (26 years), Chino (26 years), Chino Hills (21 years), Aliso Viejo (18 years), Lake Forest (14 years), Los Angeles Public Works (13 years), Huntington Beach (13 years), San Dimas (13 years), County of Los Angeles (13 years), San Juan Capistrano (12 years), Ontario (10 years), Newport Beach (7 years), and Whittier (9 years).**

Through this experience we strive to:

- Work closely with our client to develop a clear understanding of project goals.
- Provide adequate staffing to provide service to clients on a short notice.
- Develop a comprehensive scope and fee summary with the necessary specialty consultants.
- Develop a project schedule that identifies all important project milestones (plan submittals, review periods, public presentations, other agency interactions/review, approvals, etc.).
- Exceed your expectations in providing comprehensive and well-coordinated design services.



RJM Staff | RJM Office

Project Team

City of Placentia

RJM Design Group, Inc.
Will Provide:
Professional Landscape Architectural and Design Services, Project Management, Plans and Specifications, Construction Support Services

Principal In Charge:
Zachary Mueting

Backup Principal In Charge:
Larry P. Ryan

Project Manager:
Tyler Page

Additional Project Landscape Architects:
Eric Chastain
Andrew Steen
Tamara McClory

Civil Engineering
civTEC
Tom Carcelli

Irrigation Design
Glasir Design
Chris Curry

Electrical Engineering
FBA Engineers
Bill Zavrsnick

Architect
SVA Architects
Bob Simons

Team resumes included at end of proposal

Easter Eggcitement at Kraemer Memorial Park
Source: City of Placentia, Facebook

Allocation of Resources

QUALITY ASSURANCE

The success of RJM Design Group can best be measured by our numerous long-term relationships with our valued clients. In order to foster these relationships, our goal is to produce a high-quality product in the most effective manner possible by utilizing our proven QA/QC procedures.

Our Quality Assurance Program is process-oriented and begins with experienced staff along with our firm's commitment to ongoing education. Our experience is based on hundreds of successful projects and gratified clients. Our staff is encouraged to continually pursue expanding their current knowledge base in order to allow us to be at the forefront of our industry. Continuing education is pursued in the following areas:

AIA – American Institute of Architects
ISA CA – International Society of Arborists, Certified Arborist
ASLA – American Society of Landscape Architects
CPSI – Certified Playground Safety Inspector
LEED – Sustainable Practices
PSMJ – Project Management
QSP & QSD – Qualified SWPPP Practitioner and Developer
STMA – Sports Turf Managers Association

In addition to our well-educated and seasoned professionals is our thorough understanding of the project development process. This allows us to share information with our consultant team and clients so that our projects evolve in a proactive and well-orchestrated manner. Communication among staff, team members and client include the following project parameters:

Project Goals – clearly identified.

Program Needs – confirmed with the client.

Schedule – a project schedule is established at the onset which outlines the process evolution, major milestones, submittal dates, reviews, approvals, bid, construction, project opening, one-year follow up/review.

Budget – understanding the budget is critical to a project's success. The project budget is clarified (client staff, consultant fees, entitlement costs, construction costs, etc.) versus construction budget.

Construction Estimates – RJM maintains an extensive library of unit costs that are acquired through our numerous public bids, as well as from specialty consultants and independent cost estimators. This allows our preliminary opinion of probable construction costs to accurately reflect the anticipated contractors' bids.

Our office environment is an open studio that allows for continual sharing of ideas and collaboration between our experienced principals, project managers, and staff members. We believe that this interaction promotes effective communication that is vitally important to the success of every project. Team meetings are scheduled at regular intervals to ensure that accurate communication on key project aspects is shared and understood.

Noteworthy to RJM and unique when compared to other firms, is that the same design team, individual staff members responsible for all preliminary design phases, will continue on and retain responsibility for the preparation of the final construction documents. We believe that this approach allows for a more consistent and accurate method of ensuring that all of those special details discussed in the design phase are carried throughout the final construction document process. This method is fundamental for maintaining quality assurance, limiting change orders, and effectively controlling construction costs.

The continual monitoring of project evolution provides the ability to confirm that appropriate progress is being made on an ongoing basis. This review is instrumental in confirming that project goals, program needs, schedules and budgets are as intended and that unforeseen changes, "curve balls", do not occur inappropriately.

Allocation of Resources (continued)

QUALITY CONTROL PLAN

Our open office "bullpen" setting is especially conducive to regular milestone reviews and monitoring of a project. This review plays a central role in our quality control effort. The importance of plan review, checking, and cross-checking cannot be overemphasized, given the complexity and time constraints under which construction documents are often produced. Our review benchmarks include:

- Documents are comprehensively checked at key milestones and regular intervals.
- One person checks all important dimensions, gradients and utility infrastructure.
- The person responsible for the drawings reviews the specifications, and the specifier reviews the drawings.
- Regular consultant team meetings are held to review the documents produced by each for coordination (utility, civil, electrical, etc.)
- The Principal Landscape Architect will be ultimately responsible for all work produced under his or her direction. A constant review process is implemented in all phases of the work.

The Client is involved in reviewing plans at regular intervals and approving the construction documents before they are issued for bid.

Another integral component in our quality control process is the utilization of our "RJM lessons learned checklist." This checklist contains the learning experiences that we have encountered over 34 years of project development. It is a useful tool that allows us to systematically review our work and that of our consultant team to ensure that we are applying the collaborative experience learned to the benefit of our projects.

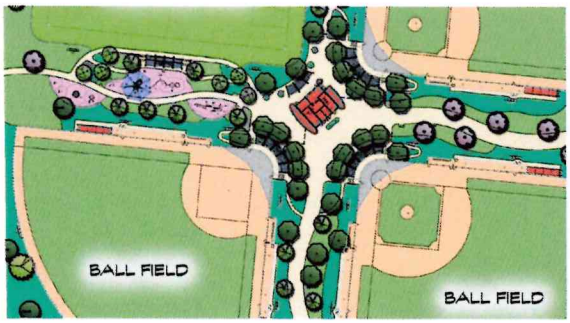
In addition to our in-house quality control efforts, we are also continually learning and applying the ongoing "lessons learned" from our outside plan check services provided to multiple agencies. This methodical approach to outside projects gives us the unique advantage of reviewing our own plans and specifications with an impartiality that allows for a fresh and unbiased evaluation.

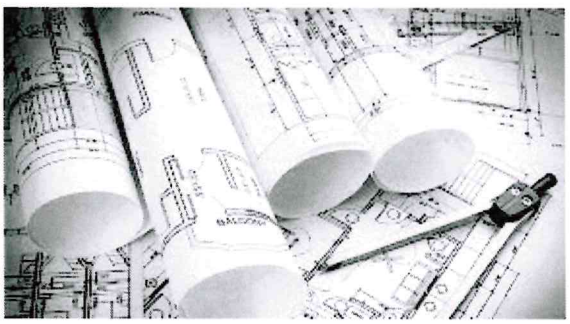
COMMUNICATIONS APPROACH

An assigned Project Manager from RJM Design Group for the specific project will be the main point of contact with the City for the life of the project. RJM Design group will act as the project lead and main coordinator for all project deliverables. All communications from sub consultants will be conducted through RJM Design Group.

1. Consultants can participate in online virtual meetings via Zoom, Microsoft Teams, or other video conferencing applications. Meetings to be held at regular intervals during the early phases of the project and continue on an as-needed basis thereafter to assess progress and provide direction throughout the performance of the services and preparation of the project deliverables.

2. RJM will prepare all meeting agendas for identified scheduled meetings with the City and provide a summary of key issues with action items (meeting notes) discussed at each meeting.





Understanding of Scope of Work

Project Approach Summary Table		
Phase	Approach	Deliverables
Kick-Off	Kick-Off meeting with City On-site review	Request for Information Project Schedule
Preliminary Design	Obtain survey Overlay project base with existing utilities Prepare Schematic Design Plans Prepare for and facilitate a design workshop Meet with City Project Manager for review	Schematic Design Plans Statement of Probable Construction Costs City's Project Manager comments
Design Development	Prepare refined Schematic Design Plans Prepare product cut sheets and color samples Meet with City Project Manager for review	Refined consensus plan color graphics, refined preliminary construction cost estimate Product cut sheets and color samples
Construction Documents	Prepare drawings and specifications based on approved Design Development Documents, setting forth in detail the landscape requirements for the project Prepare final Statement of Probable Construction Costs Develop and prepare technical specifications	Construction Drawings Statement of Probable Construction Costs Technical Specifications
Agency Approval	Submit plans, specifications and cost estimate to the City for plan check, review and final approval Submit project documentation to the affected agencies, as well as City department (as required) Revise plans and specifications in response to City and other agency comments, resubmit for review and approval	Final approved plans, specifications and cost estimate
Bidding	Assist the City with questions, clarifications, or conflicts that arise during the Bidding Phase	Addenda as a result of bid clarifications
Construction Administration	Conduct pre-construction conference Review submittals and shop drawings Conduct job site meetings Prepare final punch list	Request for information, change order requests and other related communications Final walk-through and punch list
Close-Out	Conduct final job site meeting and review of the entire facility Conduct a second walk-through when all punch list items have been corrected, at which time a Final Notice of Completion shall be filed by the City. Prepare As-built record drawings	As-built record drawings

Understanding of Scope of Work (continued)

LANDSCAPE ARCHITECTURE SERVICES

The following Draft Scope of Services outlines the various tasks associated with the preparation of improvement plans for a variety of community projects. We have included an optional service that outlines a public workshop process that we have utilized successfully for numerous community projects. Tasks and methodology below are based upon our experience with similar projects. Our proposed scope of work is general in nature to give you some idea of the design process we envision. This is a "Draft" approach that is subject to review and refinement per City comments and direction. In collaboration with City staff, our Design Team shall review, elaborate upon, and clarify the overall objectives for the development of your project.

PHASE 1.0 - PRELIMINARY DESIGN

1. Project Familiarization (research, site reconnaissance, opportunities and constraints)
2. Prepare a Draft Scope of Work and anticipated Schedule
3. Meet with City and Design Team to review scope of work and refine as necessary
4. "Taking Part" Community Workshop (Optional Service)—can be provided in a "virtual" format
5. Commence preparation of Preliminary Design (including plans and cost estimate)
6. Meet to review Preliminary Plans/Cost Estimate and revise as necessary per City comments
7. Prepare for and attend community/public presentation as desired by City
8. Refine Preliminary plans based on public comments and City direction
9. Prepare for and attend public review meeting to obtain City approval

PHASE 2.0 - DESIGN DEVELOPMENT

1. Based upon approved Preliminary Plan, prepare Design Development Plans indicating the proposed site components. Provide plan enlargements and catalog cut sheets to clearly define all site elements.
2. City to review and approve Design Development Plans, plan enlargements, and catalog cut sheets, to evaluate project goals, budget, and long term maintenance considerations.
3. Based on the nature and complexity of the project, we shall assist the City in securing the services of a Construction Management firm with the desired level of expertise in the specific type of project.

PHASE 3.0 - CONSTRUCTION DOCUMENTS

This phase of a project consists of the preparation of the construction documents to include final drawings, specifications, calculations, and final cost estimates based upon the approved Preliminary Design Plans. Construction drawings will be submitted at 90% complete for review, revised, and finally 100% complete construction drawings will be submitted for city review and approval.

1. Landscape Design/Documentation

   Services during the Construction Documents Phase consist of preparation of drawings and specifications based on approved Design Development Documents, Setting forth in detail the landscape requirements for the project including:

   a. Site construction/layout plans
   b. Planting plans
   c. Irrigation plans
   d. Details

Understanding of Scope of Work (continued)

2. Civil Design/Documentation (if needed)

   Services during the Construction Documents Phase consist of preparation of final civil engineering calculations, drawings and specifications based on approved Design Development Documents, setting forth in detail the civil construction requirements for the project.

   a. Prepare precise grading/site plan.

   b. Prepare on-site area drain plans.

   c. Prepare quantity and cost estimate for items shown on grading/site plan.

   d. Review and edit project specifications for site development and site utility construction items.

3. Electrical Design/Documentation (if needed)

   Final drawings and specifications shall be completed at the Contract Documents Phase. All power, lighting and control schemes, complete with diagrams and details shall be finalized.

4. Statement of Probable Construction Cost
5. Submit plans to the City at 90% completeness for review
6. Meet with City to review plan check comments
7. Revise plans per plan check comments
8. Provide approved and digitally signed PDF plans and specifications to the City for pubic notice and formal bidding.

PHASE 4.0 - BIDDING AND NEGOTIATION

Following the City's approval of the Construction Documents and of the most recent Statement of Probable Construction Cost, we shall provide those services necessary to assist the City in obtaining bids or negotiated proposals and in awarding and preparing contracts for construction.

PHASE 5.0 - CONSTRUCTION SERVICES

The Construction Contract Administration Phase shall provide those services necessary for the administration of the construction contract.

1. Office construction administration

   Services consist of:

   a. Review and approval of submittals

   b. Review and response to RFI's with supplemental drawings, specifications and interpretations in response to requests for information by Contractor.

2. Construction field observation: Services consist of visits to the project site at intervals appropriate to the stage of construction or as otherwise agreed in writing to become generally familiar with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the Contract Documents, and preparing related reports and communications. (Number of site visits to be determined based on scope of construction and construction period).

References

2023 ON CALL DESIGN SERVICES

RJM Design Group has performed On Call Design Services for numerous cities within the past 36 years in business. Here is a summary of On Call Design Services we have been performing within the past 5 years:

Client: CITY OF ALISO VIEJO
Contact: Shaun Pelletier, City Engineer
12 Journey, Suite 100
Aliso Viejo, CA 92656
phone: (949)425-2533
email: spelletier@cityofalisoviejo.com

Service Type:
Current Contract: Landscape Architecture, Inspection Services, Plan Check Services (On-Call Since 2005)
Contract Duration: July 2022 — June 2025

Principal in Charge:
Zachary Mueting
Larry P. Ryan
RJM Team:
Andrew Steen
Eric Chastain

Client: CITY OF HUNTINGTON BEACH
Contact: Ashley Wysocki, Director of Community & Library Services
2000 Main Street
Huntington Beach, CA 92648
phone: (714) 374-5302
email: Ashley.Wysocki@surfcity-hb.org

Service Type/Project Description:
Current Contract: On Call Landscape Design Services (On-Call Since 2010)
Contract Duration: January 2022 — January 2025 (minimum)

Principal in Charge:
Zachary Mueting
Larry P. Ryan
RJM Team:
Tamara McClory
Tyler Page

Client: CITY OF LAGUNA NIGUEL
Contact: Erica Roess, Senior Planner
Community Development Dept.
30111 Crown Valley Parkway
Laguna Niguel, CA 92677
phone: (949) 362-4067
email: ERoess@cityoflagunaniguel.org

Service Type:
Current Contract: Landscape Architecture and Plan Check Services (On-Call Since 2016)

Contract Duration: May 2021 — June 2025

Principal in Charge:
Zachary Mueting
Larry P. Ryan
RJM Team:
Andrew Steen
Tamara McClory

Client: CITY OF LONG BEACH
Contact: Eric Lopez
Director of Public Works
City of Long Beach
411 W. Ocean Blvd.
Long Beach, CA 90802
phone: (562) 570-5690
email: eric.lopez@longbeach.gov

Service Type:
Current Contract: Landscape Design and Plan Check Services (On-Call Since 1997)

Contract Duration: August 2014 — August 2023

Principal in Charge:
Zachary Mueting
Larry P. Ryan
RJM Team:
Tamara McClory
Tyler Page
Andrew Steen
Larry Mouri

Client: CITY OF MISSION VIEJO
Contact: Keith Rattay
Assistant City Manager
200 Civic Center Drive
Mission Viejo, CA 92692
phone: (949) 470-3018
email: krattay@cityofmissionviejo.org

Service Type/Project Description:
Current Contract: On Call Consultant Services, Landscape Architecture Services, and Plan Check Services (On-Call Since 1996)
Contract Duration: July 2022 — June 2024

Principal in Charge:
Zachary Mueting
Larry P. Ryan
RJM Team:
Tyler Page
Andrew Steen
Eric Chastain

Client: CITY OF NEWPORT BEACH
Contact: Dave Webb
Public Works Director
100 Civic Center Dr.
Newport Beach, CA 92660
phone: (949) 644-3330
dawebb@citynewport-beach.ca.us

Service Type/Project Description:
Current Contract: On Call Consultant Services, Landscape Architecture Services (On-Call Since 2016)

Contract Duration: June 2022 — June 2025

Principal in Charge:
Zachary Mueting
Larry P. Ryan
RJM Team:
Tamara McClory
Tyler Page

Client: CITY OF SAN JUAN CAPISTRANO
Contact: Joe Parco, City Engineer
32400 Paseo Adelanto
San Juan Capistrano, CA 92675
phone: (949) 443-6353
email: JParco@sanjuancapistrano.org

Service Type/Project Description:
Current Contract: On Call Landscape Design Services (On-Call Since 2011)

Contract Duration: January 2020 — December 2022
Recently received renewal in Dec 2022

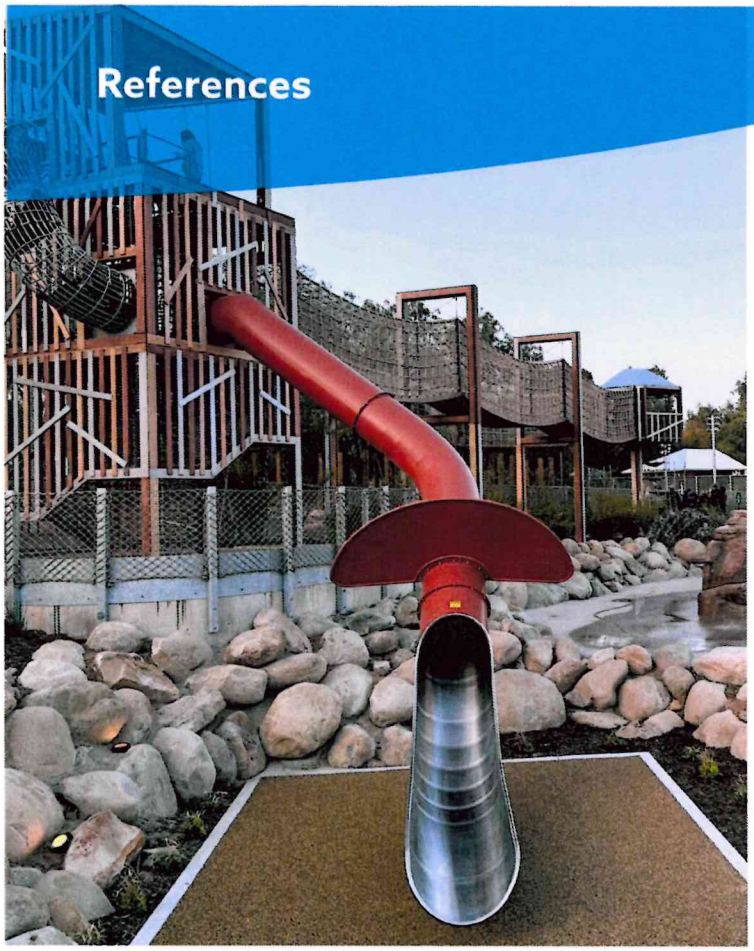
Principal in Charge:
Zachary Mueting
Larry P. Ryan
RJM Team:
Craig Sensenbach
Tyler Page

Client: CITY OF WHITTIER
Contact: Luis G. Escobedo, AICP, Senior Planner
13230 Penn Street
Whittier, CA 90602
phone: (562) 567-9320
email: lescobedo@cityofwhittier.org

Service Type:
Current Contract: Landscape Design and Plan Check Services
(On-Call Since 2014)

Contract Duration: July 2016 — June 2026

Principal in Charge:
Zachary Mueting
Larry P. Ryan
RJM Team:
Andrew Steen







Yorba Linda Adventure Playground

Yorba Linda, CA

Start/End Dates:	Dec 2017 - April 2023
Project Size:	2.5 acres
Design Cost:	$552,000
Construction Cost:	$6M

Client Reference
Jeff Ruth, Recreation Superintendent
phone: (714) 961-7161
email: jruth@yorbalindaca.gov

Project Summary

Built approximately 35 years ago, Yorba Linda Adventure Play area was due for an upgrade. A new building and public health codes needed to be addressed as well as the aging infrastructure. The park was just used for summer camps, but the City wanted to make most of the park and open it to the public through out the year. The City was interested in modernizing the facility, but wanted to preserve past elements of the existing park, such as the fort building area. Outdated elements would be transformed into new features that both the public and summer camps could enjoy.

Existing features like fort building, wiffleball play and a waterslide were kept in the new design. New features include a spray play area, elevated tree houses with connecting catwalks, a zipline, and a large shade structure were implemented. The City performed two public input workshops as well as a workshop for the summer camp participants to gain design ideas. The City and RJM Design Group then combined all the input gathered at the workshops into the final design which kept the fort building area (for summer camps) separate from the public area of the new park.

Project Team

Principal:	Larry Ryan
Project Manager:	Eric Chastain

Community Inspired Spaces
RJM DESIGN GROUP

References







Pavion Park

Mission Viejo, CA

Project Timeline:	2013-2015
Project Size:	0.9 acres
Design Cost:	$120,000
Construction Cost:	$1M

Client Reference
Keith Rattay
Assistant City Manager
City of Mission Viejo
200 Civic Center Drive
Mission Viejo, CA 92691
(949) 470-3014 | krattay@cityofmissionviejo.org

Project Summary

Originally built in 1988, Pavion Park was Orange County's first Accessible Playground and was recently updated to a Universal Access Play Area. The park is adjacent to Phillip J. Reilly School, a regional school for programs focused on children with disabilities.

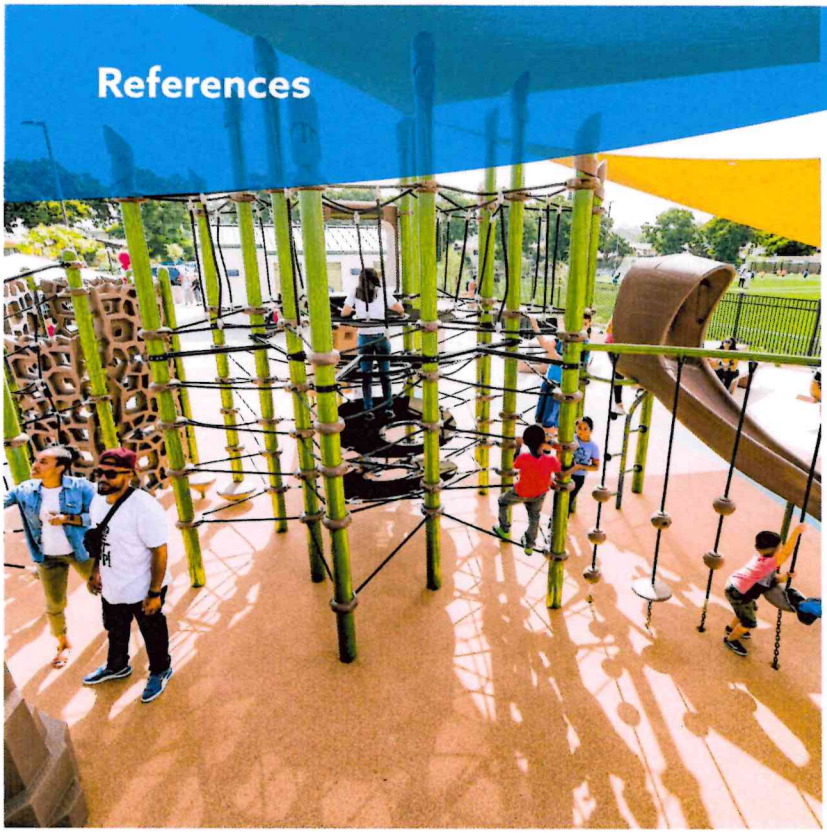
With the mixture of play elements and shaded seating areas amongst the landscaping, the playground was transformed into a barrier-free play area full of learning experiences. The park has incorporated educational opportunities based upon features of the nearby Oso Creek.

The new park features three (3) different types of swings, a climbing boulder, benches, and picnic tables. Unique features such as animal footprints in the resilient surfacing lead you from an information panel to a cut out of the animal itself. The park also includes a sensory maze providing lessons on numbers, colors, shapes, and the alphabet.

Project Team

Principal:	Larry Ryan
Project Manager:	Eric Chastain

Community Inspired Spaces
RJM DESIGN GROUP







C. David Molina Park

Long Beach, CA

Project Completion: 2018
Project Size: 3 acres
Design Cost: $401,500
Construction Cost: $3.7M

Client Reference
Brian Geis
Vice President of Development
Brandywine Homes
(949) 296-2400 x105

Project Summary

Molina Park is a three-acre neighborhood park that shares its western border with the Dominguez Gap Wetlands Trail along the Los Angeles River. The park answers the City of Long Beach's need for additional neighborhood park space.

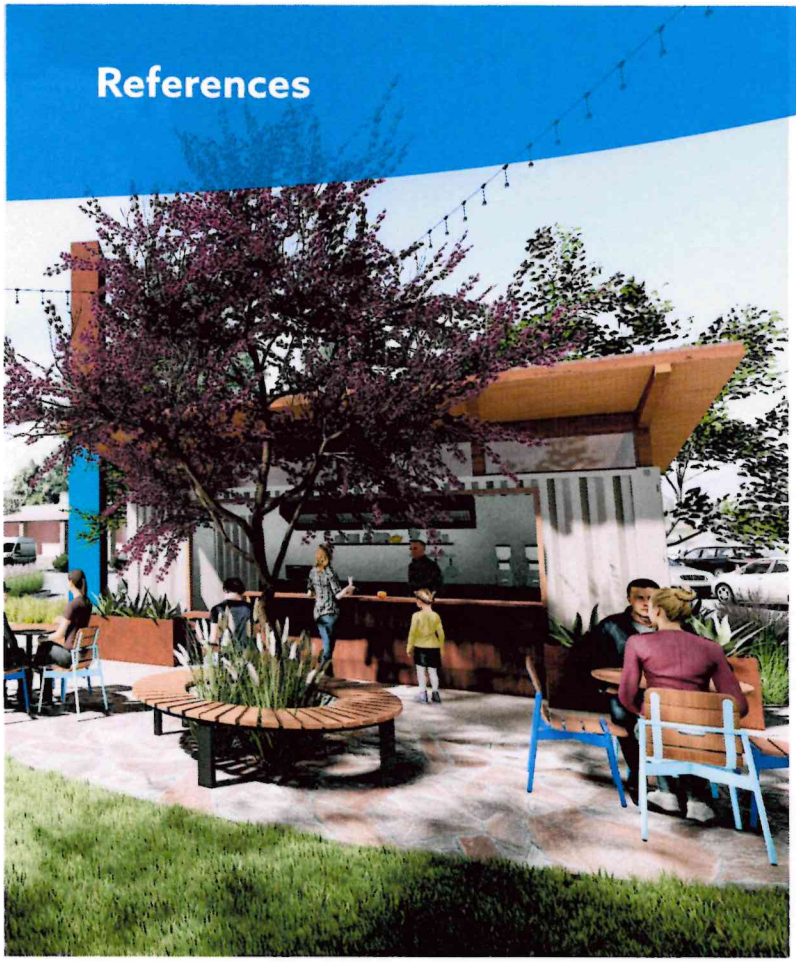
Park amenities include an innovative play area, colorful wind sails that offer shade and interest, a state of the art organic fill synthetic turf soccer field, a group fitness equipment area with individual fitness stations along a loop walking trail, parking for fifty cars, restroom building, picnic tables, low water use trees and shrubs and access to the adjacent bike trail.

The design character will attract the active neighborhood user and soccer families, as well as the passive park user seeking nature and green space within an urban setting. The park was dedicated to the late C. David Molina, an emergency room physician who treated many low income, uninsured residents in the community.

Project Team

Principal: Larry Ryan
Project Manager: Pamela Burton

Community Inspired Spaces
RJM DESIGN GROUP







Los Osos Village Center

Mission Viejo, CA

Completion Date:	2025
Project Size:	4.5 Acres
Design Cost:	$215,000
Construction Cost:	$46M

Client Reference
Keith Rattay
Assistant City Manager/
Director of Public Services
City of Mission Viejo
(949) 470-3014
krattay@cityofmissionviejo.org

Project Summary

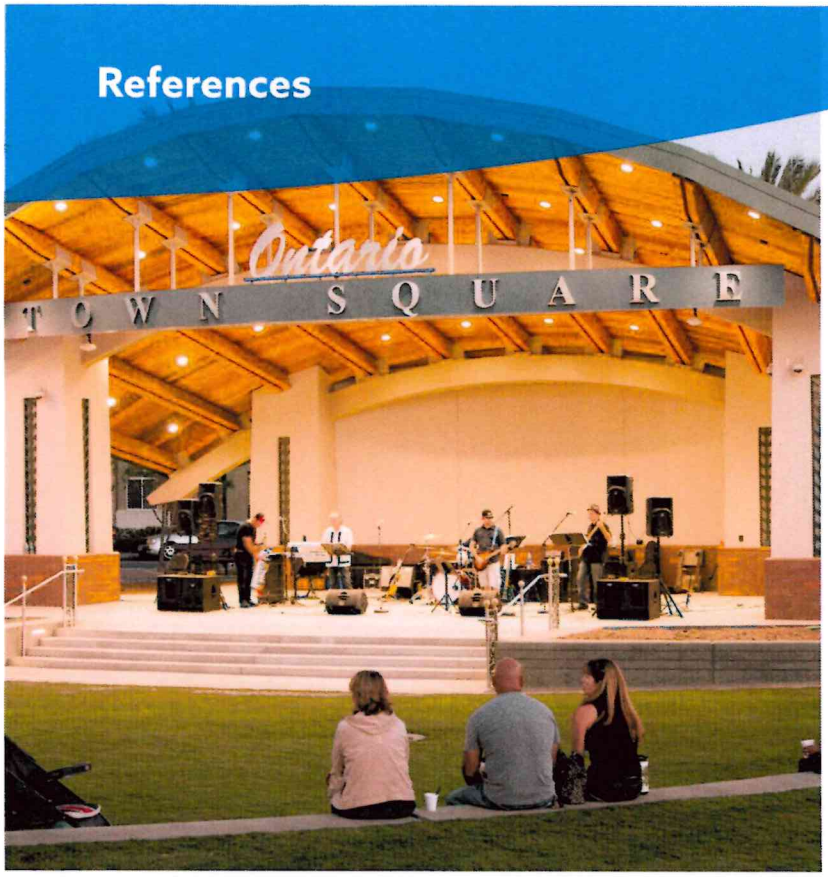
Thanks to community input, the Mission Viejo Downtown core area will be redeveloped to include a walkable village that directly connects Mission Viejo's Library and City Hall to Oso Creek and the Oso Creek Trail network. The property's close proximity to Oso Creek provides a great opportunity to "Connect to the Creek", which is one of the Core Area Vision Plan's core guiding principles.

This vibrant paseo will introduce new outdoor lifestyle experiences in dining, retail, entertainment, as well as a space for public art and live entertainment. The Mission Viejo community believes this new paseo will become a lifestyle destination for locals and visitors with ample leisure activities. Construction for the revitalized Mission Viejo Downtown area is set to begin in 2024.

Project Team

Principal:	Larry Ryan
Project Manager:	Eric Chastain, Tyler Page

Community Inspired Spaces
RJM DESIGN GROUP







Ontario Town Square

Ontario, CA

award of excellence winner cprs california park & recreation society

Project Timeline:	2011-2014
Project Size:	2.17 acres
Design Cost:	$850,000
Construction Cost:	$5.3M

Client Reference
Roberto Perez - Retired
Philip Marino, Planning Department
City of Ontario
(909) 395-2036
PMarino@ontarioca.gov

Project Summary

RJM Design Group was the Prime Consultant for the Ontario Town Square. The Town Square is a central downtown gathering place and host to a number of community events. Town Square is organized on a diagonal view corridor and pedestrian promenade from the southwest corner of the site at Euclid on axis to the existing library, with pedestrian connections to City Hall. Town Square is designed to be flexible, capable of holding a number of different events and activities throughout the year, while creating a unique retreat for the downtown shopper, worker, and adjacent residences.

Spaces of different scale and atmosphere are developed along the central promenade, spiraling away from the central clock tower focal element. The amphitheater stage with covered shade structure element is located on the east side of the square with large grassy area for amphitheater seating and large open space to provide flexibility for various community events.

Project Team

Principal:	Larry Ryan
Project Manager:	Larry Mouri

Community Inspired Spaces RJM DESIGN GROUP







Esencia Sports Park

Rancho Mission Viejo, CA

Project Completion: 2020
Project Size: 30 acres
Design Cost: $1,887,600
Construction Cost: $24M

Client Reference
Jennifer Taylor
Senior Project Manager
Rancho Mission Viejo Company
28811 Ortega Highway
San Juan Capistrano, CA 92693
(949) 240-3363 | jtaylor@ranchomv.com

Project Summary

Orange County's newest community, Rancho Mission Viejo, is located off Ortega Highway in South Orange County. It is home to a master planned 30 acre sports park unlike any other. Nestled in a natural rolling southern California landscape setting the environmental design of Esencia Sports Park is modeled after ranch industrialized facilities with board form buildings, steel I-beam shade structures, lighting, and landscape.

This rustic sports park offers both private and public amenities including: two (2) baseball fields, one (1) softball field, custom designed restroom and concessions building, one (1) synthetic multi-use field, one (1) playground, two (2) dedicated tennis and eight (8) dedicated pickle ball courts, and parking. Additional passive support amenities include hiking trails, exercise stations, and picnicing.

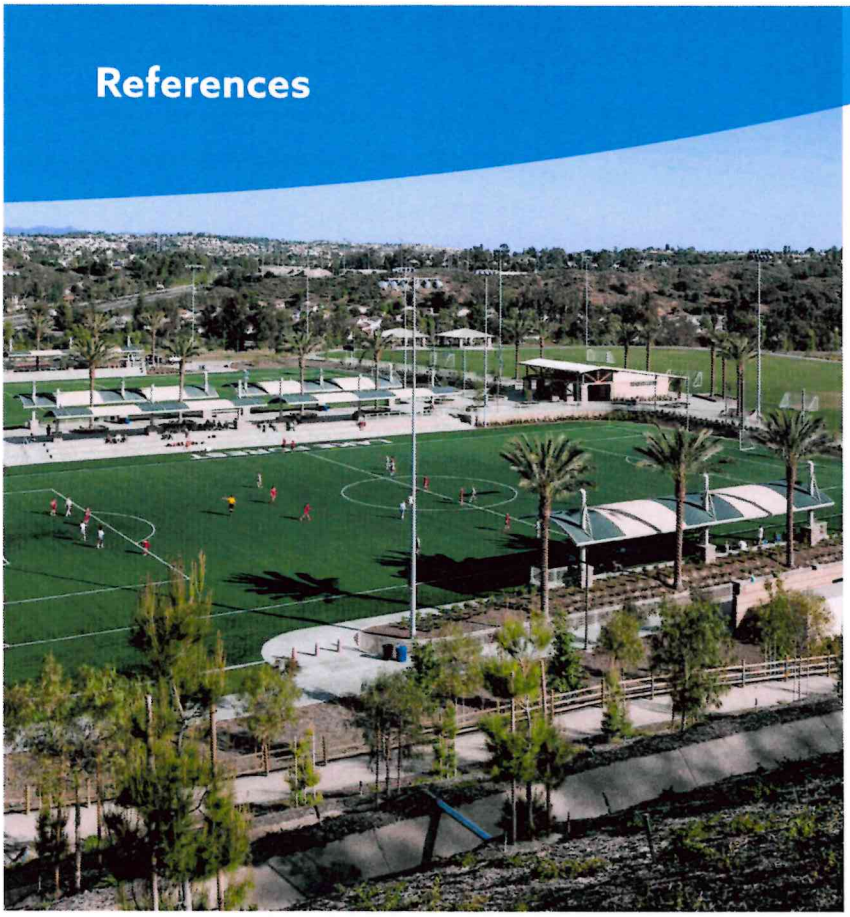
The sports park also offers community aquatic facilities overlooking the park complete with restrooms, a splash pad, lap swim lanes, open recreational swimming, as well as BBQ and cabana lounge areas. The site itself was designed to eliminate the need for expensive retaining walls while maximizing the buildable area through terraced pads and elevated concourses. The resulting design created hillside terraced seating, and elevated concessions allowing for maximum spectator viewing opportunities in a cost effective manner. The new Esencia Sports Park is designed to fulfill much of the recreational needs identified for this new community.

Project Team

Principal: Larry P. Ryan
Project Manager: Zachary Mueting

Community Inspired Spaces
RJM DESIGN GROUP

References







Lake Forest Sports Park & Recreation Center

Lake Forest, CA

Year Delivered:	2014
Project Size:	86.2 acres
Design Cost:	$2.3M
Construction Cost:	$35.9M

Client Reference
Debra DeBruhl Rose, City Manager
City of Lake Forest
25550 Commercentre Drive
Lake Forest, CA 92630
(949) 461-3414 | drose@ci.lake-forest.us

Project Summary

The Lake Forest Sports Park Master Plan included the acquisition and compilation of four separate parcels of land totalling 100 acres. The park itself covers 86.2 acres with 57 acres of terraced pads devoted to sports field uses. Recreation elements include five ball fields, two basketball courts, two tot lots, two restroom/concession buildings, batting cages, two synthetic soccer fields, 230,000 SF natural grass area capable of multiple field layouts for tournaments/events, as well as an exercise par course.

The sports park also includes a 25,000 SF Recreation Center as well as a stage area and support infrastructure throughout a 100,000 SF natural grass area designed for large community events.

In addition to the active recreation amenities, sustainable design elements have been woven into the fabric of the sports park. Bio-retention areas collect run off water and treat it before it is released into adjacent streams. Recycled water is used in the restroom buildings reducing the demand on potable water. Additionally, Glass Creek has been designed to preserve all natural systems that previously occupied the site before the park's development.

Project Team

Principal:	Larry P. Ryan
Project Manager:	Craig Sensenbach

Community Inspired Spaces
RJM DESIGN GROUP

APPENDIX C

CERTIFICATION OF PROPOSAL TO THE CITY OF PLACENTIA

1. The undersigned hereby submits its proposal and, by doing so, agrees to furnish services to the City in accordance with the Request for Proposal (RFQ), dated September 2023, and to be bound by the terms and conditions of the RFQ.

2. This firm has carefully reviewed its proposal and understands and agrees that the City is not responsible for any errors or omissions on the part of the proposer and that the proposer is responsible for them.

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

4. The proposal includes all of the commentary, figures and data required by the Request for Proposal, dated September 2023.

5. This firm has carefully read and fully understands all of the items contained in Section 7, General Requirements. This firm agrees to all of the general requirements except for those disclosed by the firm in project proposal, listed on an attachment.

6. The proposal shall be valid for 90 days from September 28, 2023.

Name of Firm: RJM Design Group, Inc.

By: _____
(Authorized Signature)

Type Name: Zachary Mueting

Title: Principal

Date: October 19, 2023

Project Team Resumes



Zachary Mueting, LLA, LEED AP (BD+C)
Principal-in-Charge
RJM Design Group, Inc.

Zachary has been with RJM Design Group since 2005. Zachary is a licensed landscape architect, a strong background in recreation planning and design. His experience is unique having developed proficiency in all areas of RJM's business capacity including construction documentation, construction observation, facility design, as well as community outreach and facilitation. This experience, along with his education, professional accreditation, and publication of community consensus building techniques enables him to fulfill his role in leading many different types of project development.

Licenses
- Landscape Architect / CA 5731
- Legacy LEED AP Building Design + Construction
- FAA 107 Licensed Remote Drone Pilot

Education
- Masters Degree, Landscape Architecture, California Polytechnic State University, Pomona
- Bachelor of Science, Information Technology, Colorado Technical University
- Bachelor of Science, Information Systems Management, Colorado Technical University

On-Call Services
- On-Call Design Services, City, County, & Port of San Diego, CA
- On-Call Design Services, City of Aliso Viejo, CA
- On-Call Design Services, City of Chino Hills, CA
- On-Call Design Services, City of Fresno, CA
- On-Call Design Services, City of Huntington Beach, CA
- On-Call Design Services, City of Laguna Niguel, CA
- On-Call Design Services, City of Lake Elsinore, CA
- On-Call Design Services, City of Lake Forest, CA
- On-Call Design Services, City of Long Beach, CA
- On-Call Design Services, City of Los Angeles, CA
- On-Call Design Services, City of Mission Viejo, CA
- On-Call Design Services, City of Newport Beach, CA
- On-Call Design Services, City of Ontario, CA
- On-Call Design Services, City of Sacramento, CA
- On-Call Design Services, City of San Juan Capistrano, CA
- On-Call Design Services, City of Santa Ana, CA
- On-Call Design Services, City of South El Monte, CA
- On-Call Design Services, City of West Sacramento, CA
- On-Call Design Services, County of Los Angeles, LA County Development Authority (LACDA), Los Angeles, CA
- On-Call Design Services, County of Orange, Orange County Public Works, Orange County, CA
- On-Call Design Services, County of San Bernardino, Special Districts Department, CA



Larry P. Ryan, LLA, ASLA
Principal-in-Charge
RJM Design Group, Inc.

Larry Ryan's passion for creating meaningful public spaces for people to enjoy led him to co-found RJM Design Group over 30 years ago. The long-term relationships that he develops and maintains with clients, spans decades. He has worked with numerous communities throughout California and Nevada, where his project involvement encompasses all phases of development, including the provision of As-Needed Design Services for our municipal clients.

Education
- Bachelor of Science, Landscape Architecture, California Polytechnic State University, Pomona, CA

Licenses
- Landscape Architect / CA 2502 / AZ 25241 / NV 366

Parks
- Alicia Park, Mission Viejo, CA
- Aurora Park, Mission Viejo, CA
- Bonita Creek Park Renovation, Newport Beach, CA
- Cedar Grove Park, Tustin, CA
- Cesar E. Chavez Park, Long Beach, CA
- Chino Hills Community Park, Chino Hills, CA
- Citrus Ranch Park, Tustin, CA
- College Park, Oxnard, CA
- Florence Joyner Olympiad Park, Mission Viejo, CA
- Grand Avenue Soccer Field Restoration, Chino Hills, CA
- Grant Howald Park, Newport Beach, CA
- Heritage Park, Tustin, CA
- Los Serranos Park, Chino Hills, CA
- Mariners Park Renovation, Newport Beach, CA
- Ontario Town Square, Ontario, CA
- Portola Park, Lake Forest, CA
- Pinehurst Park, Chino Hills, CA
- Veterans Memorial Park, Carlsbad, CA

On-Call Design Services
- On-Call Design Services, City, County, & Port of San Diego, CA
- On-Call Design Services, City of Aliso Viejo, CA
- On-Call Design Services, City of Chino Hills, CA
- On-Call Design Services, City of Fresno, CA
- On-Call Design Services, City of Huntington Beach, CA
- On-Call Design Services, City of Laguna Niguel, CA
- On-Call Design Services, City of Lake Elsinore, CA
- On-Call Design Services, City of Lake Forest, CA
- On-Call Design Services, City of Long Beach, CA
- On-Call Design Services, City of Los Angeles, CA
- On-Call Design Services, City of Mission Viejo, CA
- On-Call Design Services, City of Newport Beach, CA
- On-Call Design Services, City of Ontario, CA
- On-Call Design Services, City of Sacramento, CA
- On-Call Design Services, City of San Juan Capistrano, CA
- On-Call Design Services, City of Santa Ana, CA

Project Team Resumes (continued)



Tyler Page, LLA
Landscape Architect
RJM Design Group, Inc.

Tyler Page has been with RJM Design Group since 2018. He is a licensed landscape architect with a background in landscape design, construction document production, and 2D/3D graphics preparation.

Tyler leads the GIS department for RJM Design Group and specializes in ArcGIS Pro mapping, Survey 123 survey development, and Business Analyst. Our goal is to provide agencies (public or private) a robust way to understand the needs/desires of the community and enable convenient ways for those community members to participate.

Licenses
- Landscape Architect / CA 6648

Education
- Bachelor of Science, Landscape Architecture, California Polytechnic State University, Pomona - Magna Cum Laude
- Ornamental Horticulture, Saddleback College, Mission Viejo - Dean's List

Parks
- Crawford Canyon Park, North Tustin, CA
- Grant Howald Park, Newport Beach, CA
- Ford Park Playground, Bell Gardens, CA
- Drake Chavez Park Access Stairs, Long Beach, CA
- Jesse Owens Community Park Playground Replacement, Los Angeles County, CA
- Peace Park, Long Beach, CA
- North Park, Inglewood, CA
- TeWinkle Park Improvements, Costa Mesa, CA
- La Novia Park Improvements, San Juan Capistrano, CA

Sports Facilities
- Esencia Sports Park, Rancho Mission Viejo, CA
- Santa Monica Civic Sports Field, Santa Monica, CA
- Mira Mesa Sports Park, San Diego, CA
- Arroyo Park Synthetic Turf Replacement, Newport Beach, CA
- De Anza Soccer Field Synthetic Turf Replacement, Ontario, CA

Aquatics Facilities
- Bell Gardens Aquatics Center, Bell Gardens, CA
- Gardena Community Aquatics & Senior Center, Gardena, CA
- Margarita Recreation Center, Temecula, CA



Eric Chastain LLA, LEED AP (BD+C)
Principal Project Manager
RJM Design Group, Inc.

Eric Chastain is experienced in all phases of the design process from program development and site analysis, to conceptual design, construction documentation and construction observation. Mr. Chastain's experience in planning and landscape architecture includes; urban design and rehabilitation, streetscape master planning and final development, park design, multi-density residential housing and commercial development.

Licenses
- Landscape Architect / CA 3411
- LEED Accredited Professional

Education
- Bachelor of Science, Landscape Architecture, California Polytechnic State University, Pomona, CA
- Minor in Irrigation Design, California Polytechnic State University, Pomona, CA

Parks
- Alicia Park, Mission Viejo, CA
- Amelia Mayberry Skate Park, Whittier, CA
- Aurora Park, Mission Viejo, CA
- Ayala Park Master Plan, Chino, CA
- Central Park, Santa Clarita, CA
- Cesar E. Chavez Park , Long Beach, CA
- Chino Hills Community Park/Community Center, Chino Hills, CA
- Col. Bill Barber Marine Corps Memorial Park, Irvine, CA
- College Park, Oxnard, CA
- College Park, Oxnard, CA
- Cordova Park, Mission Viejo, CA
- East Chino Park Site, Chino, CA
- Elijah "Lige" Morris Memorial Park, Tehachapi, CA
- Encinitas Community Park, Encinitas, CA
- Eucalyptus Business Park, Chino, CA
- Flamenco/Pinecrest Parks, Mission Viejo, CA
- Florence Joyner Olympiad Park, Mission Viejo, CA
- Foxfield Park, Westlake Village, CA
- Hart Memorial Park, Bakersfield, CA
- Heritage Way Park, Tustin, CA
- Mariners Park Improvements, Newport Beach, CA
- Mission Viejo Core Area Vision Plan, Mission Viejo, CA
- San Gabriel Riverview Park, Bellflower, CA
- Sea Terrace Park, Dana Point, CA
- The Park at Riverwalk, Riverside, CA
- Veterans Memorial Park, Carlsbad, CA
- Von Ruiten Pocket Park, Bellflower, CA
- Yorba Linda Adventure Playground, Yorba Linda, CA

Project Team Resumes (continued)



Andrew Steen, LLA, Certified Arborist
Associate Landscape Architect
RJM Design Group, Inc.

Andy Steen has been a part of RJM Design Group since 2014. He is a licensed landscape architect and certified arborist, with a strong background in landscape materials, construction, and detailing. With over 20 years of experience designing parks and community facilities, Andy has a unique way of blending old techniques with modern design ideas. He has served as Project Manager on many park design projects. Andy offers organizational, communication, and team coordination skills that contribute to the success of any project large or small.

Parks
- Cherry Park, Lake Forest, CA
- Cordova Park, Mission Viejo, CA
- Drake Chavez Park, Long Beach, CA
- Jaswant Singh Khalra Tot Lot Replacement, Fresno, CA
- Larry Gury Community Park, Sacramento, CA
- Los Serranos Park, Chino Valley Unified School District, Chino Hills, CA
- Murdy Park, Huntington Beach, CA
- Nottoli Community Park, Sacramento, CA
- Pinehurst Park, Chino Hills, CA
- Portola Park, Lake Forest, CA
- Worthy Park, Huntington Beach, CA
- Yorba Linda Adventure Playground, Yorba Linda, CA
- 17th Street Park, Huntington Beach, CA

Sports Facilities
- Don Knabe Golf Center, Norwalk, CA
- Drake Chavez Park Soccer Fields, Long Beach, CA
- Esencia Sports Park, Rancho Mission Viejo, CA
- Felipe Tennis Center, Mission Viejo, CA
- Mira Mesa Sports Park, San Diego, CA

On-Call Experience
- On-Call Plan Check Services, City of Aliso Viejo, CA
- On-Call Plan Check Services, City of Chino, CA
- On-Call Plan Check Services, City of Laguna Niguel, CA
- On-Call Plan Check Services, City of Laguna Woods, CA
- On-Call Plan Check Services, City of Mission Viejo, CA
- On-Call Plan Check Services, City of San Dimas, CA
- On-Call Plan Check Services, City of Whittier, CA



Tamara McClory, LLA
Associate Landscape Architect
RJM Design Group, Inc.

Tamara McClory has been a part of RJM Design Group since 2016. She is a licensed landscape architect with an exuberance and perceptiveness for design and construction. Tamara is a member of the District 10 California Parks and Recreation Society and has served on the Program and Awards Committee. Tamara offers key client communication and team coordination skills that contribute to the ongoing success of any project large or small.

Licenses
- Landscape Architect / CA 6144

Education
- Bachelor of Science, Landscape Architecture, California Polytechnic State University, Pomona

Parks
- Grand Avenue Park, Chino Hills, CA
- Grant Howald Park, Newport Beach, CA
- Pacific Electric Park, Santa Ana, CA
- Peace Park, Long Beach, CA
- Playa Vista Sports Park, Los Angeles, CA

Sports Facilities
- Los Angeles Chargers Practice Facility, Costa Mesa, CA
- Los Angeles Chargers Training Camp, Costa Mesa, CA
- Orange Coast College Baseball Field Maintenance Project, Costa Mesa, CA
- Playa Vista Sports Park, Los Angeles, CA
- Santa Monica Civic Lot Multi-Purpose Sports Field, Santa Monica, CA

Urban Design / Streetscapes
- Beach Blvd Median Improvements, Buena Park, CA
- Lake Mission Viejo East Beach Entry, Mission Viejo, CA

On-Call Services
- On-Call Plan Check Services, Laguna Niguel, CA
- On-Call Plan Check Services, San Dimas, CA
- On-Call Plan Check Services, Chino, CA

Project Team Resumes (continued)

Tom Carcelli
Civil Engineer
civTEC

Tom Carcelli has over 25 years of experience in the civil engineering field with particular emphasis on parks and recreation, commercial/industrial, education and public works projects. His extensive design and management experience in all phases of civil engineering for land development projects throughout Southern California includes grading, water quality, hydrology, hydraulics, storm drain, water/sewer, survey/mapping and street design. Tom has been in charge as a project manager on over 100 projects from master planning to construction with RJM Design Group over the past 20 years.

Education
- BS, Civil Engineering, University of California, Irvine, 1988
- Masters in Architecture, California State Polytechnic University, Pomona, 1994

Licenses
- Registered Civil Engineer/CA #81640
- Qualified SWPPP Developer (QSD) — C-81640

Relevant Project Experience
- Anthony Munoz Community Center, Ontario, CA
- Bommer Canyon Community Park, Irvine, CA
- Cherry Park, Lake Forest, CA
- Cordova Park, Mission Viejo, CA
- Dali Dog Park, Rowland Heights, CA
- Esencia Sports Park, Rancho Mission Viejo, CA
- Ford Park Aquatics Facility, Bell Gardens, CA
- Gardena Community Aquatics & Senior Center, Gardena, CA
- Grant Howald Park, Newport Beach, CA
- JAPRD Community Recreation Center, Riverside, CA
- Joe Balderrama Park, Oceanside, CA
- Lake Mission Viejo Improvements, Mission Viejo, CA
- Los Serranos Park, Chino Hills, CA
- Marguerite Aquatics Complex, Mission Viejo, CA
- Murdy Park, Huntington Beach, CA
- Orange Coast College Baseball Field Renovation, Costa Mesa, CA
- Peace Park Playground, Long Beach, CA
- Portola Park, Lake Forest, CA
- Rancho Cucamonga Central Park Master Plan Update, Rancho Cucamonga, CA
- Santa Ana Civic Center Plaza Improvements, Santa Ana, CA
- Santa Monica Civic Multi-Purpose Sports Field, Santa Monica, CA
- Yorba Linda Adventure Play, Yorba Linda, CA

Chris Curry
Principal
Irrigation Designer
Glasir Design

Chris Curry has over 15 years experience in irrigation design, landscape architecture, and landscape construction. His focus is on the efficient use of water in the landscape. He has been rewarded for his efforts by being chosen by the United States Environmental Protection Agency as the WaterSense Irrigation Partner of the year for 2011. He is only the second irrigation design consultant chosen for this award that shows his commitment to the environment through sound water conservation practices. Chris is a leader in the irrigation industry. His expertise is called upon by manufacturers, cities, and water districts.

Education
- Bachelor of Science, Landscape Irrigation Science, California State Polytechnic University, Pomona, CA

Parks
- Grant Howald Park, Newport Beach, CA
- Portola Park & Dog Park, Lake Forest, CA
- Central Park Master Plan Update, Rancho Cucamonga, CA
- Worthy Park Renovation, Huntington Beach, CA
- Los Amigos Park, Rancho Cucamonga, CA
- Admiral Kidd / Seaside Park Field Reno, Long Beach, CA
- Redhawk Dog Park Improvements, Temecula, CA

Sports / Aquatics Facilities
- Drake Chavez Soccer Field, Long Beach, CA
- Bonita Creek Field Renovation, Newport Beach, CA
- Lake Forest Sports Park, Lake Forest, CA
- North Beach Improvements, Lake Mission Viejo Assoc, CA
- Central Park Tennis Complex, Santa Clarita, CA
- Fillmore Aquatics & Tennis Complex, Fillmore, CA
- Santa Clarita Sports & Aquatic Center, Santa Clarita, CA

On-Call Plan Check Services
- On-Call Plan Check Services, Aliso Viejo, CA
- On-Call Plan Check Services, Chino, CA
- On-Call Plan Check Services, Laguna Niguel, CA
- On-Call Plan Check Services, Mission Viejo, CA
- On-Call Plan Check Services, San Dimas, CA
- On-Call Plan Check Services, Whittier, CA

Designation
- US Environmental Protection Agency (EPA) WaterSense Irrigation Partner — Selected the 2011 EPA WaterSense Irrigation Partner of the year

Certifications
- Irrigation Association (IA) Certified Irrigation Designer (CID) in Commercial Irrigation Design, Golf Irrigation Design, and Landscape Irrigation Auditing

Memberships
- Professional Member of the American Society of Irrigation Consultants — 2011 Southern California

Project Team Resumes (continued)

William Zavrsnick, LEED APLLA, ASLA

FBA ENGINEERING

Electrical Engineer

FBA Engineering

William Zavrsnick has 30 years of experience and has been active in the electrical engineering field since joining FBA in 1985. His experience includes the electrical design of Public Works, Parks and Recreation Facilities. He is particularly experienced in the design and development of electrical power distribution, general, specialized and event power systems, outdoor, security and sports field lighting systems, lighting photometric studies, phased construction projects and familiar with public bid type projects and construction.

Education

- BS Civil Engineering/Mount Hood College, Oregon

Certifications

- LEED Accredited Professional — LEED AP
- Illuminating Engineering Society — IES
- Institute of Electrical and Electronic Engineers - IEEE American Institute of Architects — AIA
- Electrical Engineering — Los Angeles County

Relevant Project Experience

- Bommer Canyon Community Park, Irvine, CA
- Bonita Creek Field Renovation, Newport Beach, CA
- City Park Improvements, Lake Elsinore, CA
- Civic Lot Multi-Purpose Sports Field, Santa Monica, CA
- El Dorado Park & Nature Center, Long Beach, CA
- Esencia Sports Park, Rancho Mission Viejo, CA
- Grant Howald Park, Newport Beach, CA
- Hero's Park, Lake Forest, CA
- Joe Balderrama Park, Oceanside, CA
- Kraemer Memorial Park, Placentia, CA
- Laguna Hills City Parks, Laguna Hills, CA
- Lake Forest Neighborhood Parks, Lake Forest, CA
- La Placita Parkette, Placentia, CA
- Los Amigos Park, Santa Monica, CA
- Los Serranos Park, Chino Hills, CA
- Marchant Park, San Dimas, CA
- McFadden Park, Placentia, CA
- Murdy Park, Huntington Beach, CA
- Portola Park, Lake Forest, CA
- Portola Springs Park, Irvine, CA

Bob Simons, SVA Architects

SVA ARCHITECTS

Partner in Charge/Architect of Record

Mr. Simons is the President of SVA and will serve as the Partner-in-Charge for this project. He brings over 35 years of professional experience, and has a dedicated portfolio of civil and public projects, including City Halls, Recreation Centers, Conference Centers, Fire Stations, Senior Centers, Libraries, and Community-Focused Facilities. He will oversee the programming, planning, design, and construction administration.

Education

- Bachelor of Architecture, California Polytechnic State University, San Luis Obispo, San Luis Obispo, CA

Licenses

- California Architect License: C-18301

Relevant Project Experience

- County of Los Angeles Quartz Hill Library, Quartz Hill, CA
  The project is a 12,000 SF library on a 1.2-acre site. This new facility will replace the undersized 3,500 SF facility that currently serves more than 10,000 residents. Project is targeting LEED Silver certification.
- La Habra Civic Center, La Habra, CA
  The project relocated the existing civic center to a business complex as it had outgrown its space over the years. The two-story office complex was fully converted to a new City Hall which houses administration, finance, community development, public works, and engineering, along with a Post Office and an art museum.
- Orange County Public Works Various On-Call Projects, Orange County, CA
  SVA is currently providing services for seven of OCPW's projects, among which are a park shelter replacement, an amphitheater remodel, multiple library modernizations and furniture specifications for all branches, juvenile hall security camera upgrade and the master plan for the Dana Point Harbor revitalization.
- Margarita Recreation Center, Temecula, CA
  The new 8,500 sq. ft. single-story will include a multipurpose room, dance/fitness room, classroom, kitchen, separate main and pool offices, restrooms with showers and changing areas, family restrooms and storage.
- San Ysidro Library, San Diego, CA
  The project involves design and construction of a new single-story library of approximately 15,000 square feet and the restoration of the existing designated historic home. The library building will consist of areas including, Multipurpose Room, Adult/Young Adult Area, Children's Area, & Staff Support Areas.
- La Sierra Senior Center, Riverside, CA
  This state-of-the-art facility is designed to function as an active senior community clubhouse as well as a facility for various community activities. There is a 5,350 sq. ft. banquet hall with a stage that also features a full kitchen to accommodate the senior nutrition program.

Community Inspired Spaces

RJM DESIGN GROUP

Community Inspired Spaces

RJM Design Group, Inc.
31591 Camino Capistrano
San Juan Capistrano, CA 92675
rjm@rjmdesigngroup.com
www.RJMdesigngroup.com
[949] 493-2690 *fax*
[949] 493-2600 *phone*

CITY OF PLACENTIA
PROFESSIONAL SERVICES AGREEMENT
WITH
DAVID VOLZ DESIGN (DVD)

THIS AGREEMENT is made and entered into this 21ST day of November, 2023 ("Effective Date"), by and between the CITY OF PLACENTIA, a municipal corporation ("City"), and David Volz Design (DVD), a California corporation ("Consultant").

W I T N E S S E T H:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide on-call landscape architecture and design services as more fully described herein; and

B. WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. WHEREAS, City and Consultant desire to contract for the specific services described in Exhibit "A" (the "Project") and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in Consultant's Proposal ("Proposal"), attached hereto as Exhibit "A" and incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement. Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. Officers and employees shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City and within the hereinafter specified. Evaluations of the work will be done by the City Administrator or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

(a) Meet with Consultant to review the quality of the work and resolve the matters of concern;

(b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or

(c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.5. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. 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. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, a notice setting forth provisions of this non-discrimination clause.

Consultant shall, in all solicitations and advertisements for employees placed by, or on behalf of Consultant shall state that all qualified applicants will receive consideration for employment without regard to age, race, color, religion, sex, marital status, national origin, or mental or physical disability. Consultant shall cause the paragraphs contained in this Section to be inserted in all subcontracts for any work covered by the Agreement, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense. All insurance requirements contained in this Agreement are independently applicable to any and all subcontractors that Consultant may engage during the term of this Agreement.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have

access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "A." Consultant's total compensation shall not exceed Three Hundred Fifty Thousand Dollars ($ 350,000.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal or which is inconsistent with or in violation of the provisions of this Agreement unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable. Should the City request in writing additional services that increase the hereinabove described "SCOPE OF SERVICES", an additional fee based upon the Consultant's standard hourly rates shall be paid to the Consultant for such additional services.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the Effective Date.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit "A." The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party. If a delay beyond the control of the Consultant is encountered, a time

extension may be mutually agreed upon in writing by the City and the Consultant. The Consultant shall present documentation satisfactory to the City to substantiate any request for a time extension.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of three years, ending on November 21, 2026, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. One (1) two-year extension is available on Consultant performance and at the discretion of the City. Approval of the term extension is contingent upon City Council review and approval at the conclusion of the initial three-year term.s

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing at least fifteen (15) days prior written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City. If the City suspends, terminates or abandons a portion of this Agreement such suspension, termination or abandonment shall not make void or invalidate the remainder of this Agreement.

If the Consultant defaults in the performance of any of the terms or conditions of this Agreement, it shall have ten (10) days after service upon it of written notice of such default in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

The City shall have the right, notwithstanding any other provisions of this Agreement, to terminate this Agreement, at its option and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement, immediately upon service of written notice of termination on the Consultant, if the latter should:

a. Be adjudged a bankrupt;

b. Become insolvent or have a receiver of its assets or property appointed because of insolvency;

c. Make a general assignment for the benefit of creditors;

d. Default in the performance of any obligation or payment of any indebtedness under this Agreement;

e. Suffer any judgment against it to remain unsatisfied or unbonded of record for thirty (30) days or longer; or

f. Institute or suffer to be instituted any procedures for reorganization or rearrangement of its affairs.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including

the date of City's written notice of termination within thirty-five (35) days after service of the notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant. City shall not be liable for any claim of lost profits.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

(a) Broad-form commercial general liability, in a form at least as broad as ISO from #CG 00 01 04 13, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars ($1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit. If Consultant maintains higher limits that the specified minimum limits, City requires and shall be entitled to coverage for the high limits maintained by the Consultant.

(b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars ($1,000,000.00), combined single limits, each incident for bodily injury and property damage.

(c) Workers' compensation insurance as required by the State of California and Employers Liability Insurance with a minimum limit of $1,000,000 per accident for any employee or employees of Consultant. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers for losses arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

Before execution of this Agreement by the City, the Consultant shall file with the Public Works Director/City Engineer the following signed certification:

> I am aware of, and will comply with, Section 3700 of the Labor Code, requiring every employer to be insured against liability of Workers' Compensation or to undertake self-insurance before commencing any of the work.

The Consultant shall also comply with Section 3800 of the Labor Code by securing, paying for and maintaining in full force and effect for the duration of this Agreement, complete Workers' Compensation Insurance, and shall furnish a Certificate of Insurance to the Public Works Director/City Engineer before execution of this Agreement by the City. The City, its officers and employees shall not be responsible for any claims in law or equity occasioned by failure of the consultant to comply with this section.

Neither the CITY nor any of its elected or appointed officials, officers, agents, employees, or volunteers makes any representation that the types of insurance and the limits specified to be carried by Consultant under this Agreement are adequate to protect Consultant. If Consultant believes that any such insurance coverage is insufficient, Consultant shall provide, at its own expense, such additional insurance as Consultant deems adequate.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions as worded below:

(a) Additional insureds: "The City of Placentia and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."

(b) Notice: "Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required polices are reduced; (3) or the deductible or self-insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, Consultant shall forthwith obtain and submit proof of substitute insurance. Should Consultant fail to immediately procure other insurance, as specified, to substitute for any canceled policy, the City may procure such insurance at Consultant's sole cost and expense."

(c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Placentia, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Placentia shall be excess and not contributing with the insurance provided by this policy."

(d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Placentia, its officers, officials, agents, employees, and volunteers.

(e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self-Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance and endorsements shall be attached hereto as Exhibit "B" and incorporated herein by this reference.

5.5. Non-limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Administrator or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement. It shall be the Consultant's responsibility to assure that the Project Manager is kept informed of the progress of the performance of the services and the Consultant shall refer any decision, which must be made by City, to the Project Manager. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Project Manager.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement and who shall not be

changed by Consultant without the express written approval by the City. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement, or the work hereunder may be provided by personal delivery, facsimile or if mailed, shall be addressed as set forth below and placed in a sealed envelope, postage prepaid, and deposited in the United States Postal Service. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 72 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:	IF TO CITY:
David Volz Design (DVD) 151 Kalmus Drive, Suite M 8 Costa Mesa, CA 92626 Tel: 714-641-1300	City of Placentia 401 E. Chapman Avenue Placentia, CA 92870 Tel: 714-993-8132
Attn: David Volz, RLA	Attn: Chris Tanio

6.5. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.6. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California. Consultant agrees to submit to the personal jurisdiction of such court in the event of such action.

6.7. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.8. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings brought against the City, its elected and appointed officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence, recklessness, or willful misconduct by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint,

or suit asserts as its basis the negligence, recklessness, or willful misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.9. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

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

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

6.11. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.12. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, preliminary notes, working documents, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City but shall be made available to the City within ten (10) days of request or within ten (10) days of termination. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, preliminary notes and working documents, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City. Consultant or Consultant's agents shall execute such documents as may be necessary from time to time to confirm City's ownership of the copyright in such documents.

6.13. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.14. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.15. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.16. Prohibited Employment. Consultant will not employ any regular employee of City

while this Agreement is in effect.

6.17. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, the conflict shall be resolved by giving precedence in the following order, if applicable: This Agreement, the City's Request for Proposals, the Consultant's Proposal.

6.18. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.19. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.20. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.21. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.22. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.23. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. 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. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.24. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.25. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF PLACENTIA,
A municipal corporation

_____ Date: _____
Damien R. Arrula, City Administrator

ATTEST:

_____
Robert S. McKinnell, City Clerk

CONSULTANT – David Volz Design (DVD)

David Volz
_____ Date: 11/8/2023
Signature

David Volz
_____
David Volz, President, RLA

330835124
_____
Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

_____ Date: _____
Christian L. Bettenhausen, City Attorney

APPROVED AS TO INSURANCE:

_____ Date: _____

Krystle Murillo, Risk Manager

APPROVED AS TO CONTENT:

Chris Tanio Date: 11/8/2023

Chris Tanio, Deputy Director/City Engineer

DEPARTMENTAL APPROVAL:

Luis Estevez Date: 11/8/2023

Luis Estevez, Deputy City Administrator

EXHIBIT A

CONSULTANT'S PROPOSAL AND SCOPE OF WORK

EXHIBIT B

CERTIFICATES OF INSURANCE AND ENDORSEMENTS

PROPOSAL

To Provide Professional Landscape Architectural Design Services for

CITY OF PLACENTIA



OCTOBER 19, 2023

Designing landscapes that create community

David Volz Design
Landscape Architects and Park Planners

David Volz Design

Designing landscapes that create community...

Leveraging location-based technologies to create a smarter world

October 19, 2023

Chris Tanio, PE
Deputy Director/City Engineer
City of Placentia
401 E. Chapman Avenue
Placentia, CA 92870

RE: PROPOSAL TO PROVIDE PROFESSIONAL LANDSCAPE ARCHITECTURE DESIGN SERVICES FOR THE CITY OF PLACENTIA

Dear Mr. Tanio,

Placentia has a great inventory of parks and public landscapes. The creative designers at David Volz Design has a long history of designing award winning parks throughout Southern California. We have worked with hundreds of cities providing a variety of multidiscipline professional design, planning, and construction support related services for capital improvement projects associated with parks and recreation, streets, and neighborhood revitalization. Our firm would very much like to assist in the development of future outstanding public landscape projects as a member of your design team.

EXPERIENCE IN PROVIDING ON-CALL CAPITAL IMPROVEMENT PROJECT DESIGN SERVICES – DVD is currently providing professional on-call as-needed design services to two dozen public agencies. Under these commissions we provide public facilities, park and green way planning and design, peer review, standards development and budgeting services as active city staff extension professionals.

QUALIFICATIONS OF THE DESIGN TEAM – I, David Volz, will be the point of contact for you and your staff. I have for over three decades provided scores of public agencies with on-call consulting services. My firm hasspecialized in the delivery of public projects including dozens of CPRS, APWA, APA Award-winning projects. Our designers will provide the creative flair that makes DVD designed landscapes special. Our project professional staff will ensure project implementation. Our firm has proven expertise in managing multi-discipline project teams, delivering quality design documents and maintaining strong relationships with all our design team partners and public agency clients.

David Volz Design has a very creative design team and our desire to be Placentia's design partner will beevidenced in our energy and enthusiasm every step of the way. My firm and I look forward to working with your city's team and the citizens of Placentia on all your important park and landscape projects.

Very truly yours,

DAVID VOLZ DESIGN

David J. Volz, R.L.A. # 2375
LEED Accredited Professional, QSD/QSP

Corporate Office
151 Kalmus Drive, Suite M8
Costa Mesa, CA 92626
714.641.1300

Coachella Valley Office
78060 Calle Estado
La Quinta, CA 92253
760.580.5165

San Jose Office
111 North Market Street, Suite 300
San Jose, CA 95113
669.444.0461

San Diego Office
4660 La Jolla Village Dr, Suite 100 #1834
San Diego, CA 92122
858.2471222

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Fee Proposal
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APPENDIX B

SUMMARY SHEET

Firm Name: David Volz Design Landscape Architects, Inc.

Firm Parent or Ownership: _____

Firm Address: 151 Kalmus Drive, Suite M8, Costa Mesa, CA 92626

_____

Firm Telephone Number: (714) 641-1300

Firm Fax Number: _____

Number of years in existence: 27 years

Management Contact (person responsible for direct contact with the City of Placentia and services required for this Request for Proposal):

Name: Eric Sterling Title: Senior Landscape Architect

Telephone Number: (714) 641-1300 Fax: _____

Email: esterling@dvolzdesign.com

Project Manager (Person responsible for day-to-day servicing of the account):

Name: Paul Cassar Title: Project Manager

Telephone Number: (714) 641-1300 Fax: _____

Email: pcassar@dvolzdesign.com

Types of services provided by the firm: Landscape Architectural Design Services

_____

_____

APPENDIX C

CERTIFICATION OF PROPOSAL TO THE CITY OF PLACENTIA

1. The undersigned hereby submits its proposal and, by doing so, agrees to furnish services to the City in accordance with the Request for Proposal (RFQ), dated September 2023, and to be bound by the terms and conditions of the RFQ.

2. This firm has carefully reviewed its proposal and understands and agrees that the City is not responsible for any errors or omissions on the part of the proposer and that the proposer is responsible for them.

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

4. The proposal includes all of the commentary, figures and data required by the Request for Proposal, dated September 2023.

5. This firm has carefully read and fully understands all of the items contained in Section 7, General Requirements. This firm agrees to all of the general requirements except for those disclosed by the firm in project proposal, listed on an attachment.

6. The proposal shall be valid for 90 days from September 28, 2023.

Name of Firm: David Volz Design Landscape Architects, Inc.

By: _____
(Authorized Signature)

Type Name: David Volz

Title: President

Date: 10/19/2023

ORGANIZATIONAL CHART

Our creative designers have the background and expertise to deliver outstanding landscape architecture services for your city's project. The DVD key team members are experienced and talented professionals and they will be supported by a team of licensed landscape architects, several very capable designers, sub consultants, and support staff.

Our design approach, from design development through construction document development, includes strong quality control techniques as well as several quality control measures. For example, our team will have a senior staff landscape architect assigned to specifically provide quality control oversight. This experience landscape architect will be involved in regular in-house design review of project drawings, specifications and budget estimate. He will provide input, and advice to the project administrator. This effort, together with our other quality control measures, will focus on providing the city with a design which is accurate and constructable.

Delivering projects within our client's expectations, budgets and time frame is our top priority. We will establish milestones for deliverables and set precise schedules for meetings and reviews. Our senior management will review all submittals prior to issuance. We will provide recommendations based upon experience and expertise for the betterment of any project assigned to DVD. These same senior DVD professionals will remain the primary contact for the City throughout the project.

David Volz Design looks forward to a long relationship with your city. We are committed to delivering high quality services, designs, reports, documents, and support to the city

City of Placentia
On-Call Landscape Architecture

DAVID VOLZ DESIGN
LANDSCAPE ARCHITECTS, INC

David Volz, RLA #2375, LEED AP, QSD/P
Principal in charge

Gary Vasquez, RLA #3883
Director of design

Eric Sterling, RLA #5463
Senior Landscape Architect

Kevin Volz, GISP
Director of GIS

Luis Pedraza, RLA #6782
Landscape Architect

Paul Cassar
Senior Landscape Designer

Bryant Avolos
Landscape Designer

Sarah Moon
Landscape Designer

Angela Lee
Landscape Designer

Dana Bull
Landscape Designer

Michelle Maldonado
Project Designer

Xitlali Casarrubias
Project Designer

BOA ARCHITECTS
Architectural Services

Edward "Lok" Ng. AIA
Project Manager / Senior Architect

DMS CONSULTANTS INC
Civil Engineer

Surender Dewan, P.E.
Project Manager / Senior Civil Engineer

DESIGN WEST ENGINEERING
Electrical Engineer

Leo Maya, P.E., E19480
Senior Electrical Engineer

Roy Morales, P.E.
Project Manager / Senior Electrical Designer

UNDERSTANDING & APPROACH











David Volz Design provides a wide range of services to our public agency clients: site planning, budgeting and preparation of construction documents are the mainstays of the services we provide. Public facilities and landscape improvements we have designed are evident in communities throughout Southern California. We live by our mission statement to "create community" through our designs. Together our firm will be a pro-active knowledgeable resource for your city staff. David Volz Design offers the following services to in the delivery of excellent projects for your citizens:

- **Design Services for Capital Improvement Projects-** DVD provides a wide range of services to our public agency clients: site planning, budgeting and preparation of construction documents are the mainstays of the services we provide. Public facilities and landscape improvements we have designed are evident in communities throughout Southern California. This work includes: community and neighborhood parks, public greenspaces, streets and road improvements, and civic center campus improvements. Our creative designs have garnered accolades and awards for our public agency clients. We work closely with city staff, community groups and neighborhoods to develop iconic designs that reflect local community values and enhance the quality of life in cities where we work. We help communities implement their vision of their community through the development of outstanding public spaces.

- **General Landscape Architectural Design-** DVD's clients are public agencies throughout Southern California. We specialize in providing public works planning and design services for planting schemes, irrigation systems and hardscape for parks, street medians and all types of public green space.

- **Conversion Projects That Address Water Use Challenges-** DVD is currently working on turf conversion and drought response projects for projects in dozens of cities. We are converting high water use medians to drought tolerant plantings in Costa Mesa, San Dimas, Irvine, La Quinta and Commerce. We have a city-wide report and action plan to reduce water use in Cypress's 15 city parks that identifies a 19 million gallon per year water use reduction. DVD has provided plans for park renovations that address water use reductions in South Gate, Irvine, Palm Springs, Rancho Mirage, West Covina and several other southland cities.

- **Drip Irrigations, Micro Irrigation, Sub-surface and Specialty Irrigation Installation Expertise -** DVD has provided design

services for new and conversion irrigation systems that utilize the latest technologies for low volume water application. Notable applications include several important installations in the Coachella Valley including Rancho Mirage City Hall, Marine Way in Irvine at the Gateway to the Great Park and Newport Beach's Balboa Boulevard streetscape.

- **Construction Management and Inspection Services Experience -** DVD regularly provides oversight, construction management and inspection services for many of the projects we design and for projects designed by others that are being constructed by our on-call clients.

- **Plan Checking, Peer Reviews and Project Reports -** DVD provides excellent plan check and peer reviews for our clients on all types of landscape oriented projects. We have systems in place for tracking and quick turnaround of any reviews assigned to our firm. Clear and concise review comments are electronically tracked to ensure full resolution of noted deficiencies. One week turn around for reviews is typical for our office.

- **ADA Compliance -** DVD is often asked to design or redesign public spaces to meet and exceed typical accessibility requirements. Several of our clients are very sensitive to the needs of special populations. Public spaces must meet the most stringent elements of the ADA and our designers take to heart our commitment to provide access for all.

David Volz Design will represent the City ensuring the city's interests are met. We will be a faithful member of the city staff and provide informed and thoughtful analysis whenever it is requested. Our team would relish the opportunity to participate in regular meetings with city staff and to provide on-site personnel for any relevant meetings or events. Public agencies are DVD's only clients and our invoicing process will be adapted to meet your requirements. Our accounting staff is friendly and accessible, and can prepare special invoicing and reports at the city's request.

IN-HOUSE RESOURCES

AutoCAD is our primary design tool for drafting and producing construction documents. The version we use is the latest; AutoCAD 2018. We also use LandFX , a landscape architectural overlay program to aid in our design work and Sketchup for 3D modeling. Microsoft office (Word, Excel, Powerpoint) is for word processing, spreadsheets, and presentations. We also use Prezi to create presentations and slide shows. To prepare graphics and marketing content, DVD uses Adobe suite, InDesign, and Photoshop, Illustrator.











CREATIVE, ALL-INCLUSIVE & MULTI-GENERATIONAL PLAYGROUNDS

David Volz Design creates fantastic, wonder-filled, memorable play lots. Our firm has been widely recognized for delivering outstanding public park play environments that have garnered praise and accolades from local communities.

- Our whale fossil interpretive play space in Laguna Hills has been featured online blogs, local and regional newspapers and national magazines.
- The wagon train and pioneer play environment in Pioneer Park, Tustin, won several regional and state-wide awards, and was selected for a recognition by the National Recreation and Park Association.
- Our Stanton Train Park, Central Park, is featured in the CPRS District Ten Hall of Fame.
- Admiral Kidd Park, an award-winning play space, features kid size replicas of the four boats named for the Admiral. This Long Beach park was a featured stop on the state park operations annual tour of premiere park facilities.

Our play space design philosophy is built on the perspective of a kids-eye-view. Adventure, surprise, familiar and challenging settings, and themes, memorable spaces. Kids may not know the proper name of the park, but they know that there is a special play lot at airplane park, rocketship park, baseball coach park, train park, and tree house park. The goal is to create an immersive environment that will engage guests and create lasting memories.

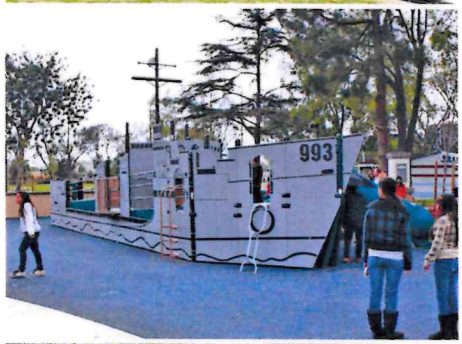
We recognized the importance of providing for multi-generational intermingling, on the play lot, as caregivers overseeing the play space and for adults a calm, shaded comfortable surveillance spot to enjoy the space at the park. Our play area design reputation has lead to collaborations with all-access advocates and organizations. We have designed several park play environments as the lead landscape architect for Shane's Inspiration.

This work and design workshops with emotionally and physically challenged stakeholder advocates has informed our design perspective on inclusive, accessible, and caregiver insights that influences our play lot design. One of DVD's most recent Shane's Inspiration play lots is located in El Cariso Park, an LA County Park. At this park the interactive multi-story "equipment" is the center piece of an elaborate all access play environment. Access for all is provided within the terraced natural slope of the existing park terrain. There is plenty of seating for caregivers, play pieces that encourage multi-generational, multi-fun seeker collaborative play opportunities. This is a special park, well worth a trip to this Sylmar Community Park.











SUSTAINABILITY & LOW IMPACT DESIGN

David Volz Design is committed to delivering public landscapes that are sustainable and beautiful. We embrace the principles of design that encourage stewardship of our resources, respect for the environment and creative sustainable practices. Through our affiliation with LEED's, we identify and quantify the sustainability of our designs. Our team has extensive experience with Public Works Agencies delivering storm water management practices that mimic natural hydrological cycles. We implement integrated management practices into every project.

Low Impact Design development (LID) is an alternative site design strategy that uses natural and engineered infiltration and storage to control storm water where it is generated. Projects under LIDs design are uniquely site specific in their effort to reduce runoff and volume, reduce pollutants and fertilizers, and maintain pre-development surface temperatures. All of which are problematic for conventional storm water management. Key goals include reducing downstream flooding, erosion, and scour from natural waterways. Benefits of LID practices include cost saving over expensive infrastructure. Utilizing bio-swales and sunken lawns allow for the discernment and infiltration of runoff. Bio-swales offer opportunities for biodiversity utilizing native plant material that can remedy the degradation of native habitats. Additionally, LID aesthetics can enhance and beautify the built environment and landscapes by use of pervious pavers and alternative natural paving materials.

A beautiful and sustainable landscape starts with a clear understanding of the client's requirements, the site and environs and a creative approach to the design process. Water efficiencies, energy use reductions, waste reduction, recycled content and localized material's sourcing can all be quantified and are an integral part of our design. Resource conservation through the use and specification of recycled and reused materials and identification of locally sourced goods are important sustainability issues. Water resources are conserved through our thoughtful low water use planting schemes, precise irrigation layout and control systems, as well as, stormwater capture, cleaning and reuse. For pollution prevention, stormwater recycling plans are embraced and integral to our designs. On-site water detention, bio filtration, permeable pavement, and many other measures are creatively incorporated into the landscapes we design.

David Volz Design is dedicated to the opportunity and challenge of creating unique spaces and special places that draw inspiration from the environs and the community. David Volz Design believes the very definition of sustainability speaks of environments that are well used and enjoyed, and maintainable over time. We at DVD believe that the ultimate measure of sustainability of any public space has to be high use and enjoyment over the long term.

Low Impact Design Benefits

- Reduce runoff/reduce flooding
- Reduce pollutants & fertilizer
- Reduce sediment runoff & scour
- Improved infiltration ground water recharge
- Cost savings over conventional design
- Biodiversity in the urban habitat
- Streamlined design functionability
- Aesthetics

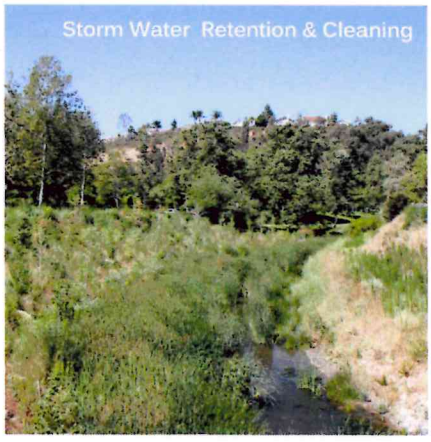
Low Impact Design IMPs

Non-Structural:

- Reduced impervious areas
- Disconnect from conventional storm water systems
- Reduce disturbed areas of development
- Minimize grading/reduce construction impacts
- Preserve natural drainage and vegetation

Structural:

- Bioretention including vegetated swales and bio-swales
- Permeable pavements
- Green roofs
- Cisterns / Recycling



COMMUNITY OUTREACH

For any community inspired design program, DVD envisions a robust community engagement process. Our initial community meeting will be a participatory community brainstorming session focused on gathering ideas for developing a park master plan. Our preparation for this input will include site reviews and analysis of the plans and documents related to this park site. We will gather "seed" ideas from city staff and from our own site reviews. Our team will assist in the preparation of notices and graphics to get the word out - to invite the community to help design their park.

We will begin the initial workshop with an on site tour of the park to clearly identify the setting. To foster the "brainstorming" session, our team will introduce "seed" ideas that will encourage thoughtful responses and open the discussion for brainstorming and continued idea generation. We will look to the community for ideas about possible improvements, including ideas for enhancement, family recreation and complimentary opportunities to develop the design of an outstanding park plan.

The DVD team will take the ideas and inspirations received from the community at the initial design charrette meeting and refine the ideas and proposed elements into initial concept plans. These conceptual layouts will be presented to city staff in an idea consolidation meeting. The best ideas and themes will then be refined into conceptual plans for the community to consider. The second community workshop will be a bit more formal. The refined initial concept plans will be presented, and the ideas reviewed. We will look for agreement from the participants on the elements which will become a part of the draft master plan. Comments and input will be received to refine the park's vision and program and to obtain consensus for the improvement elements for the park. Following, a draft master plan and draft design report will be prepared. This plan will then be presented to the public and the Commission or Council for review and comment. Upon the city leader's direction a final master plan will be prepared.

The Master Plan, which will be the focus of our planning efforts, will be the culmination of the community's ideas being honed into a final graphic representation of the best development strategy for this park. A report will also be prepared outlining the input process and describing the program and development elements. Also, a preliminary construction budget will be a part of this project report.

The community workshops that we facilitate are the best medium for finding out what the citizenry desires. Allowing the community to stand in a place of ownership aids in a smooth planning process. In the long term, this ownership translates into projects that are sustained by the community.



GRAPHICS & RENDERINGS

WHAT IF A VISUALIZATION OF AN IDEA COULD BRING CLARITY TO THE DESIGN INTENT? COULD ALLOW FOR ENLIGHTENED CONSIDERATION AND UNDERSTANDING?

The David Volz Design studio has a robust graphic design component, and skilled professionals adept at delivering graphics and images, including immersive 3-dimensional fly throughs that communicate our design ideas before moving ahead with the project's engineering.

Communication is the key to understanding. The photo-realistic renderings, computer-generated 3D models, and images of the project style, detailing, form, and function provide a clear understanding of the project concepts. Our creative and innovative designs are beautifully rendered for review and consideration of civic leaders, our collaborative partners, and the general public. Our visualizations have resulted in great feedback and design considerations, great "Now I Get It" moments, and enthusiastic approvals of concepts, ideas, and projects.

The DVD team has proven capabilities for the graphic presentation of the ideas and the layout for review of the park's conceptual layout. We will prepare artist renderings, 3D fly through videos and photo realistic pictures to describe the many elements we plan to include in this development. We will ready all our renderings for social media posting and for use in city communications.











TYPICAL SCOPE OF SERVICES











David Volz Design regularly provides a full scope of services for the development of public facilities, parks and green spaces. The services usually include public outreach, concept development, presentations and reviews by appointed and elected officials, and complete construction document plan sets. Acting as an extension of the city's staff, Mr. Volz and the DVD professionals, have become a valuable resource for innovation and creativity, as well as support in the development of design standards, technical specifications, budget estimates, construction methods and administration, claims and change order reviews, quality control, and product performance evaluation. Our design professionals will take a proactive role by clearly defining the project program as the initial project task. We will establish milestones for deliverables and set precise schedules for meetings and reviews. We will provide recommendations based upon experience and expertise for the betterment of any project assigned to DVD. The following is a typical scope of service, but does not necessarily apply to all projects.

PHASE ONE: PROJECT INITIALIZATION

Task One - Project Start-up

1.01 Initial kickoff meeting with city project staff
- a. Review project criteria and program objectives
- b. Review procedures and design schedule
- c. Assign calendar dates to each milestone

1.02 Data collection
- a. Prepare site survey
- b. Collect utility information
- c. Catalogue available documents and plans

1.03 Perform field investigations
- a. Prepare photo survey of site
- b. Annotate maps from the site review

Task Two - Geotechnical Report

2.01 Geotechnical soils report and recommendations

Task Three - Site Survey and Water Quality Initial Studies

3.01 Site topographic survey

3.02 Initial hydrology study

3.03 Initial SWPPP/WQMP Plans

PHASE ONE: DELIVERABLES + MEETINGS

Topographic survey of site
Design development plans
SWPPP / WQMP and site Hydrology Study
City staff reviews as needed
Meetings with city staff

PHASE TWO: COMMUNITY ENGAGEMENT

Task 1 – Initialize Project and Community Workshop

1.01 Background Research
- a. Collect available data and maps
- b. Meet with city project personnel
- c. Review Preliminary project program
- d. Review plans and documents of the site
- e. Review initial opportunities
  - Identify opportunities and constraints
  - Identify surrounding uses and connections

1.02 Prepare base map for planning purposes

1.03 Meeting with city staff to review work to date

1.04 Initial community review and workshop
- a. Meet with the community on site
  - Conduct site walk
  - Discuss opportunities and objectives
  - Review limitations and challenges
  - Review program opportunities
  - Facilitate design charrette with community participants
  - Gather initial ideas and direction

1.05 Document input received
- a. Prepare summary of input from community
- b. Annotate maps with community insights

Task 2 – Preliminary Concept Plans

2.01 Review input received with city staff
- a. Identify opportunities and program for potential park facilities.

2.02 Prepare preliminary concept plan(s)
- a. Develop designs for park improvements
- b. Develop concepts and alternatives
- c. Refine and consolidate ideas
- d. Prepare initial concept plan map
- e. Prepare preliminary concept packet review meeting

Task 3 – Cost Benefit Analysis and Presentation

3.01 Cost benefit analysis
- a. Prepare analysis of construction cost for each concept plan
- b. Provide comparison of each concept offering and comparative costs

3.02 Present concept plans
- a. Review background and challenges
- b. Present initial concept and alternatives
- c. Gather input from commission
- d. Seek consensus on collective vision

3.03 Document input
- a. Document input and comments
- b. Consolidate comments into summary letter report
- c. Review work to date with city staff

Task 4 – Final Concept Plans and Reports

4.01 Prepare final master plan
- a. Review schematic layouts with city staff, obtain direction to prepare draft master plan
- b. Prepare draft master plan map
- c. Prepare draft project letter report
- d. Prepare presentation for Commission/Council

4.02 Presentation to Commission/Council

PHASE TWO: DELIVERABLES + MEETINGS

Community workshop on site
Initial program identification
Initial idea sketches (by community members
Summary of comments and input
Meetings with city staff
Project planning map
Preliminary concept plans
Parks Facility Program
Concept plan presentation
Initial plans
Summary of comments and inputs
Presentation to Commission/Council
Summary of input and process
Turn over electronic files of plans

PHASE THREE: DESIGN DEVELOPMENT

Task 1 - Design Development

1.01 Concept plan development (two alternative plans)
   a. Prepare graphic plans for proposed features
   b. Identify locations and alternatives for boundaries, amenities and fences
   c. Provide alternatives for plant materials and constructions
      - Fences, gates and pathways
      - ADA access
      - Seating and site furnishings
      - Landscape concept
      - Materials board
   d. Provide play and exercise equipment
   e. Provide exhibits and plan view concepts
      - Plan view concepts
      - Photo simulations

Task 2 - Site Plan

2.01 Provide site layout plan

2.02 Reviews as required with city staff

2.03 Provide final site plan colored rendering

Task 3 - Community Reviews, Park Design Modification Application

3.01 Assist in processing park design modification application

3.02 Present project concept plans at up to two community services commission meetings

3.03 Update plans as required

3.04 Provide approved park design modification plans in high-resolution format following commission approval

Task 4 - Preliminary Engineering

4.01 Grading and drainage plan

4.02 On site hydrology

4.03 WQMP

4.04 Utilities

Task 5 - Opinion of Probable Construction Cost Projection

5.01 Breakdown of cost by unit and quantities

Task 6 - CEQA Document and Environmental Studies

6.01 Prepare required California Environmental Quality Act Documentation (mitigated negative declaration anticipation)

6.02 Prepare Water Quality Studies as required

6.03 Prepare supplemental studies if needed

6.04 Prepare additional technical studies, if needed. i.e. traffic, biology, etc.

Task 7 - City Staff Meetings

7.01 Four meetings with city staff anticipated.

PHASE THREE: DELIVERABLES + MEETINGS

Site layout plans and exhibits
Materials selection
Hydrology study
Updated rendering
Park Design Modification Plan
CEQA document
Staff meetings
Commission/Council meeting

PHASE FOUR: CONSTRUCTION DOCUMENT DEVELOPMENT

Task 1 - Construction Documents Development

1.01 Schedule verification

1.02 Program review and verification

1.03 Prepare base maps

1.04 Prepare construction drawings
- a. Final engineering report
- b. Site construction plan and details
- c. Irrigation plan and details
- d. Final landscape plan and details
- e. Final cost projection
- f. Construction document

1.05 Prepare technical specifications

1.06 Prepare construction cost budgets

1.07 Submittal/review at 60% documents

Task 2 - Final Construction Documents

2.01 City project team review of work-to-date

2.02 Internal quality control review

2.03 Revise documents

2.04 Turnover of original plans and specifications

PHASE FOUR: DELIVERABLES + MEETINGS

Construction plans
Construction technical specifications
Construction budget estimate
City staff services as needed
Staff meetings

PHASE FIVE: BIDDING AND CONSTRUCTION ASSISTANCE

Task 1 - Bidding Assistance

1.01 Provide answers to pertinent pre-bid questions

1.02 Assist the city in evaluation of bids

Task 2 - Construction Assistance

2.01 Attend pre-construction meeting

2.02 Respond to project Requests for Information (RFI's)

2.03 Attend pre-construction meeting

2.04 Participate in construction progress meetings and prepare meeting summary notes

2.05 As-built plan preparation (contractor annotation)

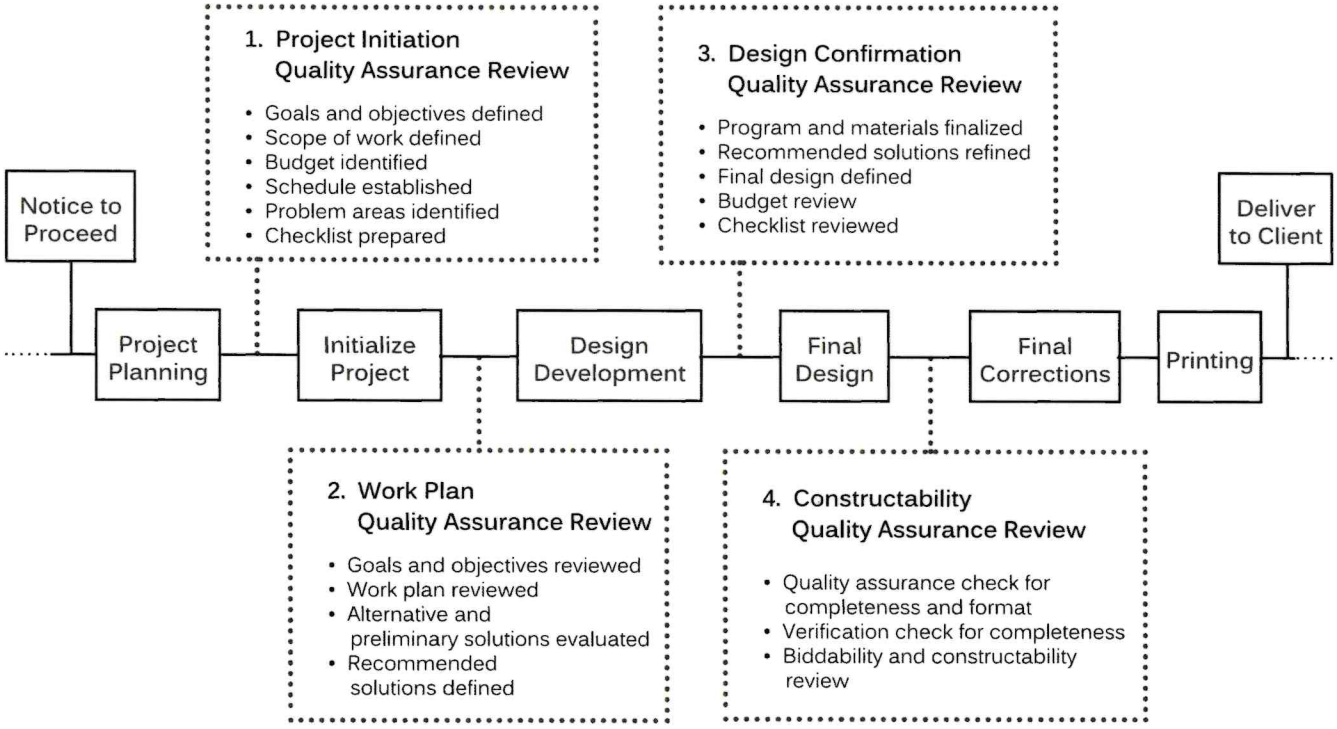
PHASE FIVE: DELIVERABLES + MEETINGS

Bidding assistance
RFI responses, instructions
Meeting summaries
As-built plan preparation
City staff support services

QUALITY CONTROL

DVD has an established quality control and assurance program that we undertake for all our design services, and for this project. The Principal-in-Charge will be responsible for implementation of these Quality Control measures. The primary elements include:

- Verification that required deliverables and documents noted in the Scope of Work are provided.
- A Peer Review will be conducted by our senior professional staff to solicit critical comments and verify correctness.
- Retention of documents with highlighted markings and red-line comments, and verification that required revisions are incorporated into the updated documents.
- Continual assessment and tracking of project schedule and budget against baseline data.
- A complete construction review for constructability and biddability of the complete PS&E package will be assigned to experienced professionals on staff prior to final submittal to our client.

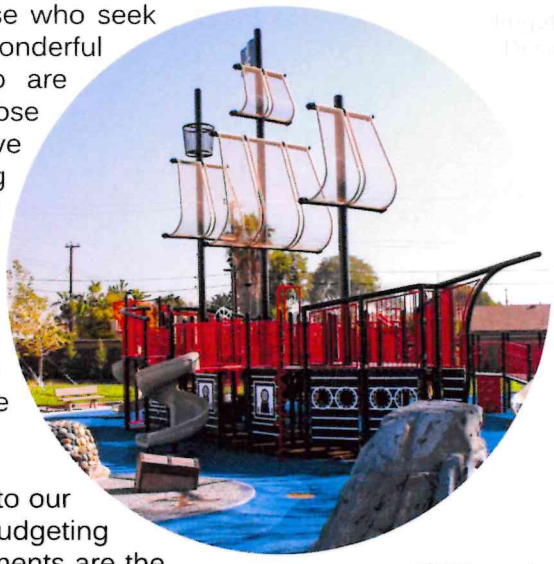


WHY CHOOSE DAVID VOLZ DESIGN?

Creative Designers of Public Spaces	Cost Controls and Quality of Design with Rich Detailing	Online Public Outreach Expertise Community Inspired Park Design	Award Winning Park and Sports Field Design	Experience in Delivery of Projects

FIRM PROFILE

David Volz Design (DVD) is committed to the creative design of outstanding public spaces. We develop landscapes, parks, sports fields, and streetscapes to meet the specific needs of their communities. DVD designs special environments for those who seek recreation in a beautiful setting: wonderful natural environments for those who are simply looking for respite, and for those who pursue recreation and competitive athletic endeavors on the playing field. Our firm capitalizes on what the site and nature has to offer. For all of our commissions, we work to enhance the site's use, working within environmentally sound parameters while taking full advantage of the site and its surroundings to best service the community's needs.



We provides a wide range of services to our public agency clients: site planning, budgeting and preparation of construction documents are the mainstays of the services we provide. Public facilities and landscape improvements we have designed are evident in communities throughout Southern California. We have successfully delivered award-winning public landscape important projects in all over California

We strive to stay on top of the constantly changing world of the construction industry and its pricing. We regularly analyze what is happening with projects during estimating and bidding process to ensure that we are as close as possible to our clients' budget. We have been very successful in tracking costs.

Our company understands the importance of protecting the environment, protecting our resources and the health of future generations. DVD is proud to be a LEED Accredited and a Qualified Stormwater Designer QSD company. We understand the commitment we have to the public to deliver quality projects that offer a high return for the public funds invested; projects that can be maintained and deliver a lifetime of service to the communities they are built for.

Our team will be easy to work with, creative, and responsive. We live by our mission statement to "create community" through our designs. Together our firm will be a pro-active knowledgeable resource for your city staff.

Founded in 1997
25 years in business
S-Corporation-CA
Never filed for bankruptcy
Wholly-owned Business
12 employees
David Volz RLA#2375
Gary Vasquez RLA #3883
Eric Sterling RLA#5463
Luis Pedraza RLA#6782
LEED Accredited
SBE

"DVD continues to build its reputation on creativity and service in the design of outstanding public spaces. We create high quality public spaces for our clients' communities and neighborhoods. We work with public agencies and the people they serve to develop innovative landscapes of outstanding beauty."

Contact Person:
David Volz, President, RLA,
LEED AP, QSD/QSP
714-641-1300
dvolz@dvolzdesign.com

Like us on Facebook!
Follow us on Instagram!
@davidvolzdesign

www.dvolzdesign.com

CIRCLE PARK & OUTREACH

At Circle Park, the City of South Gate has leveraged a small piece of parkland to provide a great variety of recreational opportunities by integrating the adjacent utility easement lands into the park's play space. The council approved the community inspired park concept plan that includes the vision of a fully developed active and vibrant park facility; a place that encourages creative play, active sports, and health and wellness activities. A significant portion of the acreage is under utility easement and this plan recognizes the limits to type and extent of improvements that can be proposed. A new, more efficient parking area will be developed to allow easy access to all of the park amenities. New perimeter and interior pathways with strategically located benches, picnic tables and shade structures will encourage walkers and joggers to explore the many spaces of the park. Passive spaces will provide opportunities for quiet contemplation and recreation. Included within these passive spaces are: garden walks featuring native plantings, storm water capture gardens, picnic tables, benches and access to the Los Angeles River and Rio Hondo River trails.







"From Master Planning and Community Outreach to providing creative, sustainable and usable designs that enhance our community and excite our park goers, David Volz Design has consistently met all expectations."

Paul Adams, Retired Director of Parks & Recreation
Letter of Recommendation

Client:
City of South Gate
Reference:
Steve Costley
Interim Director of Parks & Recreation
(323) 563-5494
scostley@sogate.org

Key Elements:
- Treehouse theme playgrounds
- Basketball & Pickleball courts
- Speed soccer pitch
- Water play fountain
- Exercise equipment stations
- Butterfly & Sensory gardens

Services provided:
- (8) Community Outreach Workshops & Display Exhibits
- Summary Report
- Design Development
- Final Concept Plan
- Construction Documents

* Grant Application Assistance

Acreage: 4
Start Date: Dec 2018
Cost of Design: $330,231
Construction Cost: TBD

DVD Project Manager:
Luis Pedraza
Staff: David Volz, Gary Vasquez, Larry Poindexter, Paul Cassar, Dana Bull
Subconsultants: DMS Consultants, Design West Engineering, SKA Engineering

More South Gate Projects:









FREMONT PARK

The revitalization of Fremont Park will be a great improvement for the citizens of Glendale. It has a special character and being the oldest park in the city, an important historical context; it provides a wonderful greenspace and needed recreational opportunities for the residents who live just north of downtown Glendale. This community, through several outreach meetings, provided DVD park planners with insights related to the park's use and the current needs for recreation. The slate of improvements we planned will be enjoyed by all: new synthetic turf soccer fields, community center, play spaces, picnic grounds and ball courts. New lighting, easy access, and a full perimeter drive path will ensure better security. New parking, new maintenance facilities and a refurbished home for the model railroad club will improve this community focal point.

This busy facility includes an active tennis community with regularly scheduled lessons, tournaments, and play days. There is also a great contingent of drop-in regulars that frequent these courts. An update of the facility was needed, access, lighting and new fencing, and net stations were installed based upon DVD renovation plans. The courts were sawcut, patched and resurfaced to accommodate this facility-wide makeover. The new courts are beautiful, they have state of the art lighting and a new downloadable lighting control.



"DVD and their team ... have provided leadership for community outreach, have designed creative and fun play spaces and have prepared high quality construction documents."
George Balteria , Retired City of Glendale
Letter of Recommendation

Client: City of Glendale
Reference:
Koko Panossian
Deputy Director
(818) 548-2054
kpanossian@ci.glendale.ca.us

Key Elements:
- (8) Tennis courts
- Large community building
- Soccer arena, enclosed, synthetic turf & lights
- Large fully accessible play spaces
- Spray pad play space
- Pickle ball & basketball courts
- Large parking lot
- Open lawn and picnic pavilions
- Art all around the park
- Night lighting throughout
- Walkways & beautiful gardens

Services provided:
- Master Plan & Community Outreach
- Design Development
- Construction Documents
- Bidding Assistance
- Construction Period Services

Acreage: 8
Start Date: March 2015
Completion Date: Out to Bid Soon
Cost of Design: $1.1 million
Construction Estimate: $12.3 mil

DVD Project Manager:
Gary Vasquez
Staff: David Volz, Paul Cassar, Luis Pedraza, Larry Poindexter
Subconsultants: Civil Works Engineer, Design West Engineering, LGC Geotechnical, SKA Engineers

More Glendale Projects:





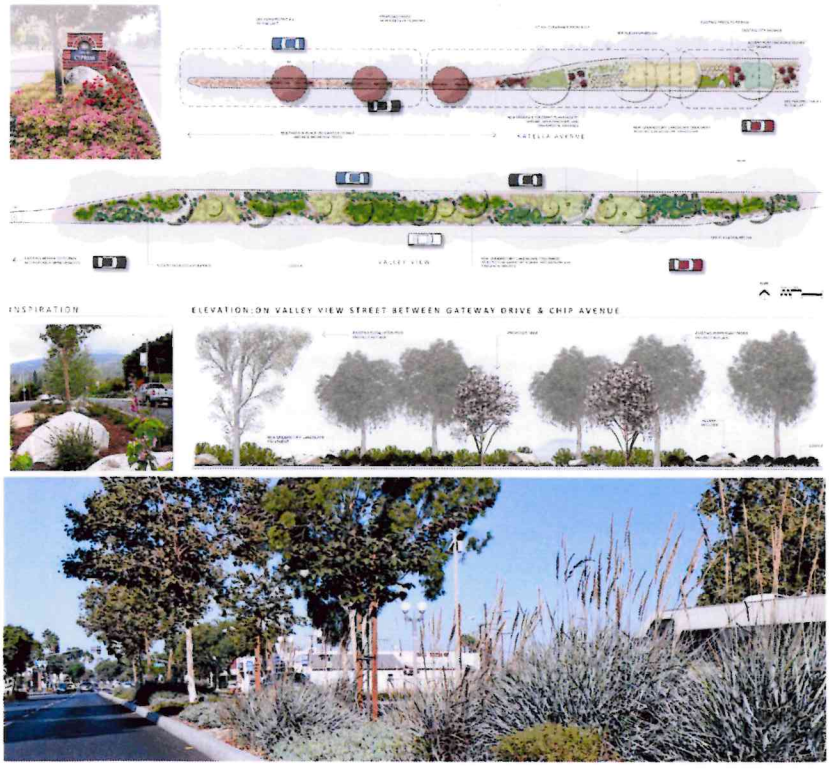




CITY-WIDE STREET MEDIAN
REVITALIZATION PROJECT

A five-year multi-million dollar city-wide enhancement initiative has enlivened every neighborhood in Cypress. The Cypress civic leaders envisioned a citywide infrastructure revitalization program for these city's major arterials; Valley View Steet, Lincoln Avenue, and Katella Avenue. This renovation of the city's public green space improves the quality of life for residents across the city. The beautiful and creative design updates old irrigation infrastructure, enlivens the city streets, reduces maintenance costs, and lessens water requirements. This project is special and important as it sets the standards for future city beautification initiatives where drought-caused water restrictions have necessitated a new sustainable public landscape aesthetic. A new state-of-the-art drip irrigation system with intelligent controllers ensures efficient water delivery and healthy plant growth. Maintenance has been reduced with the introduction of decorative "rock" mulch beds and sustainable new plantings. The new planting softens the street aesthetic, and reduces the heat island effect.

"DVD's team designed water efficient, easy to maintain, and visually pleasing improvements that enhanced the city's green spaces and public landscapes."
- Alexandru Bangean, Project Manager
Letter of Recommendation



Client: City of Cypress

Reference:
Nick Mangkalakiri
Assistant City Engineer
(714) 229-6729
nmangkal@cypressca.org

Key Elements:
- Turf reduction
- Colorful plantings
- Storm water retention

Services provided:
- Design Development
- Construction Documents
- Bidding Assistance
- Construction Period Services

Awards:
- APWA Best Award Traffic, Mobility & Beautification

Start Date: June 2017
Completion Date: March 2022
Cost of Design: $226,194
Construction Cost: $2.9 million

DVD Project Manager:
Luis Pedraza
Staff: David Volz, Gary Vasquez, Paul Cassar, Dana Bull



More Cypress Projects:





CIVIC CENTER PLAZA

David Volz Design worked with the City of Irvine to transform the large lawn area in front of the Civic Center to a more usable, sustainable, and interesting landscape. As part of the first phase of the project, the design team created several design concepts for the City that were refined to one final design that focuses on converting some of the existing 52,000 square feet of turf into a California friendly landscape that is complimentary to the Irvine City Hall campus.

The design features a wide variety of decorative grasses that blanket a series of winding pathways. In between these walkways are a set of water feature surrounded by large boulders that serve as informal seating. This area functions as a nice space for visitors to rest and enjoy the landscape. The focus of the design is the large open space towards the south that features a large and dramatic central sculptural element, raised seat wall and bench seating on the perimeter.

Client:
City of Irvine

Reference:
Steve Sherwood
City Engineer
949-724-7327
ssherwood@cityofirvine.org

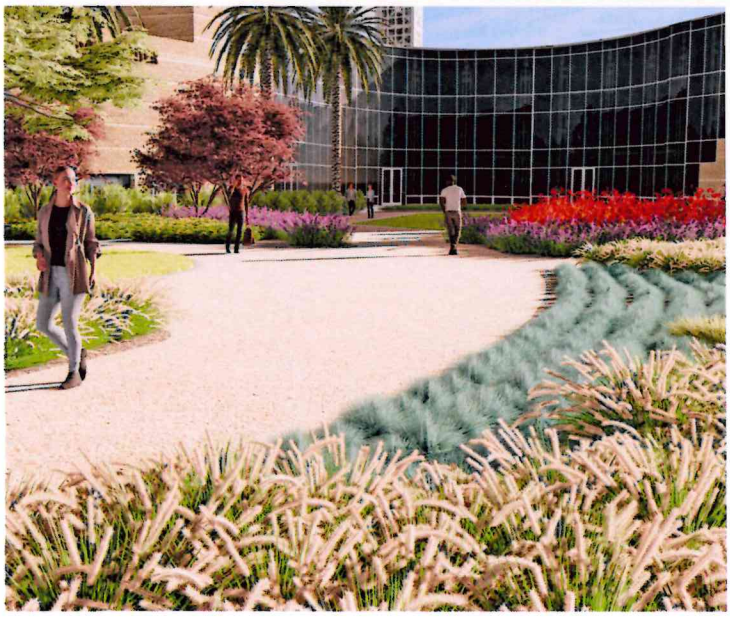
Key Elements:
- Water Features
- Sculptural Elements
- Bench Seating
- Concrete bike path
- Trail connections to Joann Street Bike trail & Santa Ana River Trail

Services provided:
- Concept Plan
- 3D Renderings
- Design Development

Size: Focus area: 16,640 SF (.38 acres), Entire turf area: 51,670 SF (1.29 acres)
Start Date: September 2019
Cost of Design: $23,054

Staff: David Volz, Gary Vasquez, Luis Pedraza







LIONS PARK PLAYGROUND
IMPROVEMENTS

The City of Costa Mesa wanted to renovate their existing park and playground south of their new Donald Dungan Library. The directive for Lions Park was to remove and replace the restroom building and preserve the mature trees as well as install a new playground and retain a vintage fighter jet play structure in place. The program for users would be for ages 2 to 5 years and 5- to 12-year-old children including universal access. The programming of the play elements and surfacing of the playground design was inspired and driven by the jet fighter and an overall aviation theme. The site was zoned with the 2- to 5-year-olds to the west with swings with accessible seating for all, springers and small playhouse within rubber surfacing and a planter separation to a sand lot with sandcastle, table, and digger within as added play elements for toddlers. The 5- to 12-year-old area utilizes the renovated jet plane and a 2 towered play structure with several climb and interactive elements. The aircraft carrier rubberized surfacing pattern in between the structure and jet lent the deck of the aircraft carrier to be utilized as a runway for a zipline feature that allows the users to imagine flying over the deck. Additional program elements are swings and accessible seesaw and round-a-bout for all completing the playground. The mature tree canopies allowed families to have instant shade provided while their children engaged the site.







Client: City of Costa Mesa
Reference:
Hector Soriano
Associate Engineer
(714) 754-5045
hector.soriano@costamesaca.gov

Key Elements:
- Universally accessible play equipment
- Refurbished Fighter Jet
- Zipline swing
- Drought tolerant plantings
- Restroom

Services provided:
- Community Outreach
- Master Plan
- Construction Documents
- Construction Period Services

Acreage: approximately 1
Start Date: Feb 2018
Completion Date: July 2021
Design Cost: $219,415
Construction Cost: $2.4 million

DVD Project Manager: Gary Vasquez
Staff: David Volz, Paul Cassar, Luis Pedraza, Dana Bull
Subconsultants: DMS Consultants, Design West Engineering

More Costa Mesa Projects:









PARQUE DEL ARROYO VERDE

Currently under construction, the transformation of Parque Del Arroyo Verde in the city of Placentia is an eagerly anticipated project led by David Volz Design. This dynamic landscape architectural firm is bringing their visionary approach to this endeavor, which includes the exciting addition of an updated playground. This enhanced playground will feature an array of thrilling elements, such as zip lines that promise exhilarating adventures for children and families. Additionally, the incorporation of boulders for climbing will encourage physical activity and provide an exciting challenge for visitors. With these innovative features and more, the renewed Parque Del Arroyo Verde is poised to become a vibrant hub of recreational enjoyment, fostering community engagement and outdoor exploration.

Client:
City of Placentia

City Contact:
Raquel Garcia
Associate Civil Engineer
714-993-8128
ragarcia@placentia.org

Elements:
- Upgraded landscape enhancements
- Environmentally friendly
- Low maintenance
- Drought tolerable plantings

Services provided:
- Concept Design
- Construction Documents
- Bidding Assistance
- Construction Period Services

Start Date: November 2019
Completion Date: TBD
Cost of Design: $123,800
Cost of Construction: TBD

DVD Project Manager:
Gary Vasquez
Staff: David Volz, Paul Cassar, Luis Pedraza
Subconsultants:
DMS and Design West Engineering





WAYFINDING SIGNAGE

DVD was contracted to design a comprehensive city-wide wayfinding and entry signage system for the City of Gardena to identify ideal sign locations to help residents and visitors access important community services. DVD collaborated with city staff and stakeholders to identify city entry points and places of interest for inclusion in its wayfinding program.

GIS was leveraged to visualize and analyze traffic patterns (road speeds, intersections, Average Daily Traffic (ADT), bike routes, ADA design standards, etc.) and city boundary/zoning information. A GIS-based field data collection mobile application was created to capture GPS locations and photos in the field. The app was used to accurately identify and locate existing signs and related assets as well as to verify proposed locations and sign types. Special consideration and adjustments were made for driveways and other obstructions identified in the field. Web-based and printed map graphics were created to showcase the final determinations for the wayfinding signage program.

Next the DVD team developed a series of designs for both wayfinding and entry signage. DVD took into consideration City identity and history, budgetary considerations, current and effective sign design standards, and extensive staff input in the development of these designs. They were then presented to the City Council where the designs were finalized and selected. Construction documentation and details were then developed for the final implementation of the wayfinding and entry monument signage throughout the city. Lastly a style guide and a resource log were prepared and delivered by DVD to the City of Gardena in the successful completion of this project. This project was completed on time and within budget.

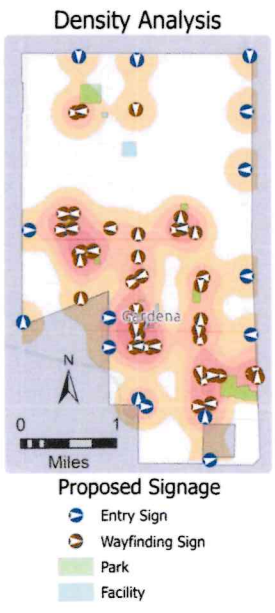
Client: City of Gardena
Reference:
Allan Rigg
Director of Public Works
(310) 217-9571
ARigg@cityofgardena.org

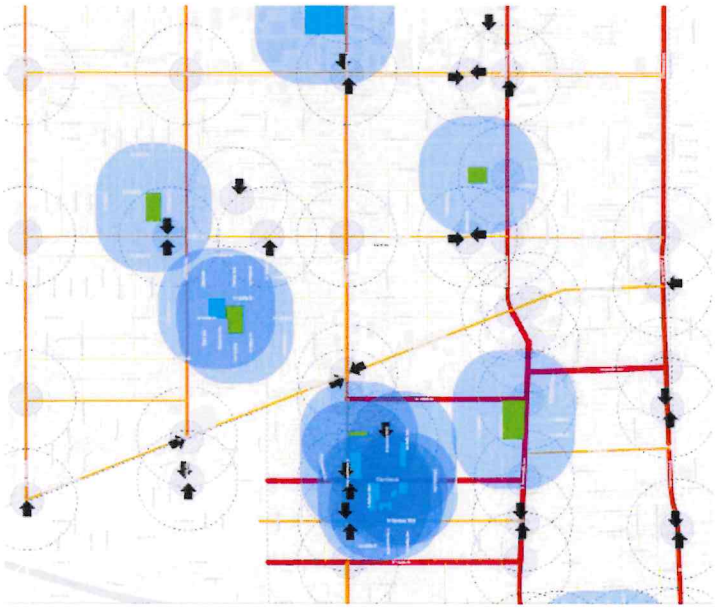
Key Elements:
- City entry signs
- Identify existing signs and structures to identify opportunities and challenges including ADA and traffic parameters
- Style Guide & Resource Log

Services provided:
- Concept Plan
- Design Development
- GIS Services
- Construction Documents

Start Date: October 2021
Completion Date: In progress
Cost of Design: $63,240

DVD Project Manager:
Luis Pedraza
Staff: David Volz, Kevin Volz







APPENDIX



DAVID VOLZ, RLA
PRINCIPAL-IN-CHARGE

Mr. Volz is a highly experienced landscape architect with over 40+ years of experience designing successful public landscapes, streetscapes, and parks. He has managed the master planning, design, and construction of municipal projects for more than 100 public agencies throughout California. Mr. Volz is skilled in all phases of the development process, from inception through master plan development, construction document preparation, contract administration, and on-site inspection. His comprehensive knowledge of landscaping materials and vegetation is often sought after at commission meetings and in council reports for agencies he has served. Mr. Volz has extensive experience in stormwater treatments, habitat restoration, walking trails, and water conservation.

One of Mr. Volz's strengths is his ability to facilitate community outreach programs for park design through the public input process. He is a strong advocate for the public workshop process for park design, as he believes that getting first-hand insights from users, neighbors, and the public is always beneficial in the design of public projects. Several of Mr. Volz's most successful park projects have benefited from the ideas and energy that were put forth at public input sessions. With his extensive experience and skills, Mr. Volz is able to manage projects effectively from beginning to end, ensuring the successful delivery of high quality products to clients.

EDUCATION
- BS, Landscape Architecture, 1981
  California State Polytechnic University, Pomona
- Graduate Studies, Computer Applications for Landscape Architecture, 1981, California State Polytechnic University, Pomona

REGISTRATION
- Landscape Architect, California #2375, 1983
- Landscape Architect, Nevada #499, 1996
- LEED Certified, 2008
- Qualified Stormwater Professional, QSD/QSP, 2015

YEARS WITH DVD: 1997 - present

ROLE: Works with the client to determine goals, presented on multiple occasions to the community and council/commission, and served as quality control of other professionals responsible for delivering concept plans and construction documents.

RECENT PROJECT EXPERIENCE

SANTA ANA SPLASH PADS
Client: City of Santa Ana
The City has the opportunity to reimagine a portion of six existing parks and plan for new splash pads. This is precious parkland for the neighborhoods surrounding these parks each is unique and the DVD team is ready to develop specialized designed for each site.

CANYON, VILLA PARK & ORANGE HIGH SCHOOLS
Client: Orange Unified School District
DVD provided construction documents for bidding and for the adjacent site improvements of the new turf sports fields and all weather running tracks.

VERDUGO NORTH PARK
Client: City of Glendale
The intent is to provide a safe and fun and all-inclusive play space along with new park buildings, a parking lot and community facilities, and other new improvements at this important and well-used park.

WASHINGTON BLVD & I-5 ON RAMP
Client: City of Commerce
The City desires to install aesthetic improvements at the I-5/Washington Boulevard interchange, primarily consisting of landscaping, bridge painting, and a monument sign.

HOLLYDALE COMMUNITY PARK
Client: City of South Gate
This park will be fully refurbished with new open play fields, community center, play spaces, picnic grounds and ball courts to provide a wonderful greenspace and needed recreational opportunities for the neighborhood.



GARY VASQUEZ, RLA

DIRECTOR OF DESIGN

Mr. Vasquez is a highly experienced and award-winning senior design leader with 30+ years of experience in designing multi-faceted projects throughout California. He is a valuable member of the DVD team providing creative design solutions to any challenges or opportunities that arise. Over the years, Mr. Vasquez has provided high-quality project management on many of DVD's most successful and highly acclaimed park projects. He is known for his ability to deliver innovative and unique designs that meet and exceed client expectations.

One of Mr. Vasquez's key strengths is his ability to successfully integrate public input into his design projects. He is a key figure in DVD's community outreach program, and he works tirelessly to ensure that the community's ideas and input are incorporated into the master plan. This dedication to community input has led to numerous successful projects and has helped to establish DVD as a leader in the design industry. Mr. Vasquez's expertise in concept development and project planning is complemented by his broad knowledge of construction detailing, planting and irrigation design. This approach to project delivery ensures that every aspect of the design is carefully considered, resulting in high-quality project outcomes.

Overall, Mr. Vasquez's many years of experience, his awardwinning design abilities, and his dedication to community input make him an invaluable member of the DVD team.

EDUCATION

- MLA, Landscape Architecture, 1989
  California State Polytechnic University, Pomona
- BS, Ornamental Horticulture, 1986
  California State Polytechnic University, San Luis Obispo

REGISTRATION

Landscape Architect, California, #3883, 1992

ACCOMPLISHMENTS

Design of the Year Award, APA 2010

SKILLS

AutoCAD, Adobe Photoshop, Microsoft Office

YEARS WITH DVD: 1997 - present

ROLE: Works extensively on the development process from inception through master plan development, construction document preparation, contract administration, and on-site inspection. He managed the project to ensure adherence to established project budgets, and schedules.

RECENT PROJECT EXPERIENCE

RICK GOMEZ PARK
Client: City of Buena Park
The project started as a small "greening" project at the end of the 8th Street cul-de-sac. Rick Gomez, a beloved long-time coach and youth advocate in Buena Park was memorialized through the theme and detailing of the park and playlot.

STANTON CENTRAL PARK
Client: City of Stanton
Stanton Central Park is the city's largest recreational open space encompassing 11.5 acres with features encouraging activity and exercise for a city whose citizen's never had a community park. Attentive design work was aided by the voiced needs of the community, making this truly a "people's park."

FREMONT PARK
Client: City of Glendale
The park's ambiance and the many gathering spaces within the park will be enhanced by new synthetic turf soccer fields, community center, play spaces, picnic grounds, ball courts, and new lighting.

SANTA ANA SPLASH PADS
Client: City of Santa Ana
The City of Santa Ana has the opportunity to reimagine a portion of six existing parks and plan for new splash pads. This is precious parkland for the neighborhoods surrounding these parks each is unique and the DVD team is ready to develop specialized designed for each site.



ERIC STERLING
SENIOR LANDSCAPE ARCHITECT

Mr. Sterling is a highly experienced landscape architect with 25+ years of experience in the field. He is returning to DVD after a 9-year absence exploring worldly projects. Throughout his career, he has worked on a variety of projects for public agencies, including recreational parks, streetscapes, school sites, and city design guidelines. He has also worked on multiple projects for Disney parks, including many award-winning designs. One of Mr. Sterling's strengths is his attention to detail, which has proven invaluable in his work with playground design, the latest construction practices and materials, and ADA accessibility concerns.

He is a key member of the DVD team, responsible for coordinating the design development plans and carrying them through to construction drawings. He is known for his ability to collaborate effectively with a variety of clients, architects, engineers, and designers, and for his successful project management from beginning to end. Mr. Sterling's responsibilities include ensuring adherence to established project schedules and cost agreements, as well as monitoring production to deliver the highest quality products to clients.

He works closely with staff, clients, and agencies to create successful products, and he is especially skilled in working with contractors during construction to ensure that projects are completed successfully. Mr. Sterling is also responsible for plan checking to ensure the successful completion and delivery of projects. Overall, Mr. Sterling brings a wealth of experience and expertise to DVD, and his ability to manage projects effectively from beginning to end, along with his attention to detail, make him an invaluable asset to the team.

EDUCATION
BS, Landscape Architecture, 2001, California State Polytechnic University, Pomona

REGISTRATION: Landscape Architect, California, #5463

SKILLS
Adobe Creative Suite, Sketch up, AutoCAD, Microsoft Office

YEARS WITH DVD: 2005-2012 & March 2021 - present

ROLE: Works extensively on the development process from inception through master plan development, construction document preparation, contract administration, and on-site inspection. He managed the project to ensure adherence to established project budgets, and schedules.

RECENT PROJECT EXPEREINCE

COSTA MESA SANITARY HEADQUARTERS
Client: Costa Mesa Sanitary District
A turf removal/water conservation project to provide a boldly vibrant landscape design which incorporates native landscape. These outreach programs include waste reduction, composting and mulching as well as water saving irrigation practices and landscape material selection.

WOLFSON PARK EXPANSION
Client: City of Rancho Mirage
Working hand-in-hand with the city to deliver a design that meets the communities' expectations, the overall design needed to fit within the parks' existing Victorian style while accommodating new program features.

REFLECTION PARK
Client: City of Desert Hot Springs
The new program includes ADA upgrades, benches, boulders and cobble, new native landscape and irrigation, a reflective monument sign, and a grid of California Fan Palms. The Park will utilize energy efficient night lighting and no turf grass.

WHITAKER ELEMENTARY SCHOOL PARK
Client: City of Buena Park
An initial opportunity to provide some dedicated park facilities at Whitaker School has blossomed into a full of fledged "new" park across three acres of school yard. Through a series of community outreach workshops a plan has emerged with several exciting and unique elements.



LUIS PEDRAZA
LANDSCAPE ARCHITECT

Luis is a highly skilled graphic designer with more than 8 years of experience working on various projects for agencies and design companies, including print advertisement and landscape design. His extensive experience and expertise in concept development, graphic illustration techniques, and project planning have led to his success in delivering high-quality design solutions for clients. In addition to his design work, Luis has a passion for community outreach and addressing issues of park poverty in under-served areas.

Luis is skilled in managing and directing professional staff in a dynamic atmosphere, making him an effective leader and team player. He has excellent communication skills, both written and verbal, and is adept at analyzing project objectives and working closely with clients, architects, and engineers to provide a solid foundation for successful project completion. His ability to communicate a vision from both the client and his own innovative stylings is exceptional. Luis's communication skills and visual perception make him capable of creating projects that convey a unique and engaging vision for clients. His passion for design and community outreach, coupled with his years of experience and expertise, make him a valuable asset to any design team.

EDUCATION
- MLA. Landscape Architecture, California State Polytechnic University, Pomona, 2017
- Certificate in Ornamental Horticulture, 2011, Orange Coast College, Costa Mesa, Ca
- BA, Graphic Design, 2009, California State University, Fullerton, Ca

REGISTRATION
Landscape Architect, California, #6782, 2022

ACCOMPLISHMENTS
- Student Merit Award ASLA, SoCal Chapter, 2017
- "Quality of Life", Merit Award ASLA, SoCal Chapter, 2016

SKILLS:
Adobe Creative Suite, Sketch up, AutoCAD, Bilingual - Spanish/English, HTML, CSS, Microsoft Office

YEARS WITH DVD: 2013 - present

ROLE: Works extensively on the development process from inception through master plan development, construction document preparation, contract administration, and on-site inspection. He managed the project to ensure adherence to established project budgets, and schedules.

RECENT PROJECT EXPERIENCE

JACK HAMMET PARK
Client: City of Costa Mesa
Improvements including new walkways, parking lot expansion, water facilities and control structures relocation, and a new pedestrian connection will be designed.

LINCOLN AVENUE MEDIANS
Client: City of Cypress
The lawn and aging irrigation system along this important thoroughfare will be redesigned to a bold and exciting streetscape with a water saving plant palette and a low maintenance irrigation system.

CIRCLE PARK
Client: City of South Gate
This park will be fully refurbished with new open play fields, community center, play spaces, picnic grounds and ball courts to provide a wonderful greenspace and needed recreational opportunities for the neighborhood.

TURF MEDIAN REPLACEMENT
Client: City of Norwalk
This EEMP grant funded project included the removal of turf and replaced with low water use and drought tolerant plantings within medians and side panels.

BERKSHIRE & GREVELIA PARKS
Client: City of South Pasadena
The Berkshire and Grevelia lots have been purchased and the neighborhood has given initial ideas for the conversion of these properties to pocket parks. DVD designed life back to the exciting park facilities that the neighbors envisioned for their community.



KEVIN VOLZ, GISP
DIRECTOR OF GIS

Kevin Volz is a certified GIS Professional (GISP) that has been managing teams and leveraging GIS for the past 15 years to creatively analyze spatial data and produce high-quality GIS solutions and products. He recently rejoined DVD to offer GIS services and integrate GIS within current workflows. Since the start of the new year, GIS has been implemented on several key projects and is provings its value by providing key insights, increasing communication and sharing of ideas, and improving project outcomes overall.

With a strong background in strategically leading, building, and marshaling teams and resources to successfully complete complex technical work, Kevin is experienced in all aspects of GIS program development. Kevin is well-versed in analysis and design, development, programming, testing, implementation, and post-implementation phases. He has an extensive background in assessing and managing risk, monitoring and maintaining schedules and resources, quality assurance plans, and communicating timely, critical information to both highly technical and non-technical audiences. He enjoys collaborating with teams and clientele to provide excellent solutions in support of private businesses, governments, and municipal agencies.

EDUCATION
- BS, Geography, GIS, San Diego State University, 2009

REGISTRATION
- Certified GIS Professional (GISP), #160469, 2018
- Certified UAV pilot
- URISA VC member

SKILLS
Fire and EMS - providing GIS and custom software solutions, 7 years, Esri Partner Network, AAG, AWS, Python programming, HTML, Microsoft Office

YEARS WITH DVD: 2009-2010, February 2022 - present

AVAILABILITY: 40%

ROLE: Involved in all aspects of GIS program development from analysis and design to development, testing, implementation, and post-implementation phases including assessing and managing risk, monitoring and maintaining resources and schedules, and quality assurance.

RECENT PROJECT EXPERIENCE

WAYFINDING SIGNAGE
Client: City of Gardena
GIS was leveraged to visualize and analyze traffic patterns (road speeds, intersections, Average Daily Traffic (ADT), bike routes, ADA design standards, etc.) and city boundary/ zoning information.

MORRELL LAB
Client: University of Minnesota
Provided researchers with exploratory GIS analysis and has produced several map series for publications on agricultural and genetic projects.

SAN DIEGO VACANT HOUSING STUDY & REPORT
Client: San Diego Housing Commission
Worked with the City of San Diego and SDG&E Utilities on large datasets, researched custom report metrics and parameters, identified long-term housing vacancies, and created map outputs and reports.

CUSTOM DRIVE-TIME AND DEMOGRAPHIC MAPS
Client: Hughes Marino
Created custom reports using peak/ off-peak drive-time analyses and various demographic and housing metrics (e.g. population, average housing cost, median housing income) for a commercial real estate firm using GeoEnrichment and census data.



PAUL CASSAR

SENIOR LANDSCAPE DESIGNER

Has more than 13 years of experience in landscape architecture working on projects for public agencies. His design expertise ranges from recreational parks to streetscapes, school sites, as well as city design guidelines. A benefit to Mr. Cassar's design ability is his attention to detail and his knowledge of playground design, the latest construction practices and materials, ADA accessibility concerns, and his experience in the installation of hardscape, softscape, and irrigation systems. He brings field investigation, research, and communication experience to each of our projects.

Mr. Cassar has been a key figure at DVD in coordinating design development plans and carrying them through construction drawings. He is known for his ability to collaborate with a variety of clients, architects, engineers and designers and to successfully manage projects from beginning to end.

He ensures adherence to established project schedules and cost agreements, and monitors production for delivery of the highest quality products to clients. He cooperates well with staff, clients, and agencies to create successful products and works closely with contractors during construction. He is typically responsible for plan checking to ensure the successful completion and delivery of projects.

EDUCATION

BS, Landscape Architecture, 2005
California State Polytechnic University, Pomona

SKILLS

Adobe InDesign, Adobe Creative Suite, Sketch up, AutoCAD, Microsoft Office

YEARS WITH DVD: 2005 - present

AVAILABILITY: 40%

ROLE: Responsible for analyzing data from our community input charrette process to help form a common goal of what the community desires, prepares landscape architectural plans, specifications, and cost estimates on a multitude of projects, plan checking to ensure consistent update of plan details from client requests.

RECENT PROJECT EXPERIENCE

CANYON HIGH SCHOOL, VILLA PARK HIGH SCHOOL & ORANGE HIGH SCHOOL
Client: Orange Unified School District
DVD provided construction documents for bidding and for the adjacent site improvements of the new turf sports fields and all weather running tracks.

JACK HAMMET PARK
Client: City of Costa Mesa
Improvements including new walkways, parking lot expansion, water facilities and control structures relocation, and a new pedestrian connection will be designed.

FREMONT PARK
Client: City of Glendale
The park's ambiance and the many gathering spaces within the park will be enhanced by new synthetic turf soccer fields, community center, play spaces, picnic grounds, ball courts, and new lighting.

CITRUS GLEN& HICKS CANYON PARK IRRIGATION
Client: City of Irvine
The DVD team concluded that the utility service line, water meter, and irrigation mainline were undersized to provide the capacity that was needed. A decision was made, based upon cost-benefit analysis, to split the park in two.

MILES AVENUE TURF REDUCTION
Client: City of La Quinta
The new street median island landscape along Miles Avenue will set a precedent for a new beautiful water thrifty and desert efficient landscape.



BRYANT AVALOS
LANDSCAPE DESIGNER

Bryant Avalos is the newest addition to David Volz Design's team of landscape designers, bringing with him a wealth of experience in design development, construction documents, and irrigation design. With a keen eye for detail and a passion for creating beautiful, functional outdoor spaces, Bryant is a valuable asset to the firm.

Bryant's experience in design development includes working closely with clients to understand their needs and preferences, and then translating those ideas into functional and aesthetically pleasing designs. He is skilled in using the latest design software and techniques to create detailed plans and visualizations that accurately represent the final product.

In addition to his design skills, Bryant is also well-versed in the technical aspects of landscape design. He has a strong background in creating construction documents, including specifications and drawings, that provide contractors with the information they need to bring a project to life. Bryant's expertise in irrigation design also ensures that projects are designed with water efficiency in mind, minimizing waste and helping to conserve resources.

Overall, Bryant's experience and skills make him a valuable member of the David Volz Design team. His ability to bring together creative design concepts and technical expertise helps to ensure that every project is completed to the highest standards of quality and functionality.

EDUCATION
BS, Landscape Architecture and Enviornmental Planning, University State Utah, 2016

SKILLS
AutoCAD, Microsoft Office, Adobe Creative Suite, Sketch up, Irrigation Design, GIS

YEARS WITH DVD: May 2023 - present

AVAILABILITY: 40%

ROLE: Responsible for analyzing data from our community input charrette process to help form a common goal of what the community desires, prepares landscape architectural plans, specifications, and cost estimates on a multitude of projects, plan checking to ensure consistent update of plan details from client requests.

OTHER PROJECT EXPERIENCE

LEGACY SQUARE APARTMENTS
Santa Ana, CA

The project comprises of Concept Design, Design Development, Construction Documents, and 3D imagery, which are essential stages in the architectural design process. Legacy Square Apartments in the City of Santa Ana required a comprehensive and detailed design process to ensure that the project meets the client's needs and regulatory requirements while staying within budget. The design team worked closely with the client to develop a unique and functional design that meets their specific needs and creates a beautiful and sustainable living space for residents.

NORTHWOOD APARTMENTS RENOVATION
Irvine, CA

The renovation of Northwood Apartments in Irvine requires a comprehensive and detailed design process that includes the development of detailed plans and renderings, as well as the preparation of construction documents. The design team will work closely with the client to ensure that the proposed design meets their needs and expectations, while also complying with all necessary regulations and codes.



ANGELA LEE
LANDSCAPE DESIGNER

Ms. Angela Lee is an experienced Landscape Designer who is returning to DVD after a 5-year absence due to relocation out of state. With a well-rounded skill set, she has experience in various aspects of the public landscapes design process, including conceptual planning, planting design, irrigation design, and community presentation techniques. Angela has an in-depth knowledge of drafting construction documents and understands precisely what information contractors will need. With her computer graphic skills, writing and composition, and an aptitude for tackling challenging tasks, she can complete duties in a timely and efficient manner.

In addition to her design and construction process expertise, Angela has a unique talent for analyzing data from community input charrettes to help form a common goal of what the community desires. Her ability to communicate the design vision and goals to the community is a crucial component of her work. As a returning member of the DVD team, Angela is eager to utilize her skills and experience to contribute to the success of the organization. She is passionate about creating landscapes that are both functional and visually stunning and strives to exceed client expectations. Her commitment to excellence, coupled with her years of experience, make her an invaluable asset to the team.

"Our environments deserve thoughtful and attentive design, since our surroundings can do so much in how we behave and feel. I appreciate the goal of this office to design public spaces where people can enjoy spending their time, connect with nature, and take pride in their communities."

EDUCATION
- MLA, Landscape Architecture, 2010, University of Michigan, MI
- BS, Cinema-Television Critical Studies, 2003, University of Southern California, CA

SKILLS
AutoCAD, Microsoft Office, Adobe Creative Suite, Sketch up, GIS

ACCOMPLISHMENTS
- Landscape Architecture Faculty Award, University of Michigan

YEARS WITH DVD: 2013 - 2016 & October 2021 - present
AVAILABILITY: 40%

ROLE: Responsible for analyzing data from our community input charrette process to help form a common goal of what the community desires, prepares landscape architectural plans, specifications, and cost estimates on a multitude of projects, plan checking to ensure consistent update of plan details from client requests.

RECENT PROJECT EXPERIENCE

WAYFINDING SIGNAGE
Client: City of Gardena
GIS was leveraged to visualize and analyze traffic patterns (road speeds, intersections, Average Daily Traffic (ADT), bike routes, ADA design standards, etc.) and city boundary/ zoning information.

WHITE OAK RIDGE
Client: City of Orange
The phased landscape renovation of White Oak Ridge will follow a landscape precedent previously established on Trails End Lane. The new landscape will utilize water saving plants and water efficient irrigation.

BERKSHIRE & GREVELIA PARKS
Client: City of South Pasadena
The Berkshire and Grevelia lots have been purchased and the neighborhood has given initial ideas for the conversion of these properties to pocket parks. DVD designed life back to the exciting park facilities that the neighbors envisioned for their community.

CITY-WIDE STREET MEDIAN REVITALIZATION PROJECT
Client: City of Cypress
The lawn and aging irrigation system along this important thoroughfare will be redesigned to a bold and exciting streetscape with a water saving plant palette and a low



SARAH MOON
LANDSCAPE DESIGNER

As an experienced Landscape Designer with over seven years of expertise in project design, Sarah has delivered innovative and unique solutions in design-build, urban, park, and recreation design. She has a deep understanding of the complex interplay between natural and built environments and can create designs that are both functional and visually appealing.

Sarah's responsibilities as a Landscape Designer include collaborating with clients and other professionals to gather project requirements and creating detailed designs that consider site analysis, environmental factors, and user needs. Some of her notable accomplishments are completing projects within budget and on schedule and maintaining strong relationships with clients and stakeholders. Over the years, she has developed a diverse portfolio of projects ranging from small urban spaces to large public parks and recreation areas. She also has worked on various design-build projects, where she was responsible for overseeing the construction of my designs and ensuring that they meet the project's specifications.

As an experienced Landscape Designer, she is dedicated to staying up-to-date with the latest trends and technologies in the field and is committed to continually improving her skills and knowledge. She is a collaborative team player who works well with architects, engineers, and contractors to achieve the best outcomes for the project.

EDUCATION
- BS. Landscape Architecture, California State Polytechnic University, Pomona, 2017

SKILLS
AutoCAD, Microsoft Office, Adobe Creative Suite, Sketch up, GIS

YEARS WITH DVD: January 2023 - present

ROLE: Responsible for analyzing data from our community input charrette process to help form a common goal of what the community desires, prepares landscape architectural plans, specifications, and cost estimates on a multitude of projects, plan checking to ensure consistent update of plan details from client requests.

RECENT PROJECT EXPERIENCE

WHITAKER ELEMENTARY SCHOOL PARK
Client: City of Buena Park
An initial opportunity to provide some dedicated park facilities at Whitaker School has blossomed into a full of fledged "new" park across three acres of school yard. Through a series of community outreach workshops a plan has emerged with several exciting and unique elements.

BERKSHIRE & GREVELIA PARKS
Client: City of South Pasadena
The Berkshire and Grevelia lots have been purchased and the neighborhood has given initial ideas for the conversion of these properties to pocket parks. DVD designed life back to the exciting park facilities that the neighbors envisioned for their community.

MILES AVENUE TURF REDUCTION
Client: City of La Quinta
The new street median island landscape along Miles Avenue will set a precedent for a new beautiful water thrifty and desert efficient landscape.

CANYON, VILLA PARK & ORANGE HIGH SCHOOLS
Client: Orange Unified School District
DVD provided construction documents for bidding and for the adjacent site improvements of the new turf sports fields and all weather running tracks.



MICHELLE MALDONADO

PROJECT DESIGNER

As a recent graduate from the landscape architecture program at Berkeley, Ms. Maldonado brings a strong design background. With her knowledge of AutoCAD and SketchUp, as well as her attention to detail and ability to work well in a team, she is well-suited to assist with the design and planning of various landscape projects, conduct research and gather data, and prepare cost estimates and project schedules. Her strong communication skills will also be an asset when it comes to client meetings and presentations. She has a great sense of responsibility, and she is eager to learn and grow in the field.

EDUCATION

BS, Landscape Architecture, University of California, Berkley, 2022

SKILLS

AutoCAD, Rhino, Microsoft Office, Adobe Creative Suite, Sketch up, GIS

YEARS WITH DVD: May 2022 - present



XITLALI CASARUBBIAS

PROJECT DESIGNER

Ms. Cassarubbias has a strong focus on community engagement and creating designs that are versatile and provide a range of services. By engaging with the community to understand their wants and needs, she aims to create designs that add meaning and value to the space. Her motivation and team-oriented approach will make her an asset to any team and will ensure the success of any project she works on. Her ability to balance the technical and creative aspects of landscape architecture are valuable skills, and her approach to engaging the community in her designs will bring a unique perspective to the team and projects.

EDUCATION

BS, Landscape Architecture, University of California, Berkley, 2021

SKILLS

AutoCAD, Rhino, Microsoft Office, Adobe Creative Suite, Sketch up, GIS

YEARS WITH DVD: June 2022 - present

ROLE: Assist with the design and planning of landscape projects, including site analysis, conceptual design, and construction documents, Conduct research and gather data on site conditions, materials, and regulations, Participate in client meetings and prepare graphics for presentations.

RECENT PROJECT EXPERIENCE

AROVISTA PARK MODERNIZATION
Client: City of Brea
The goal is to create an all inclusive destination park to improve emotional, social, physical, and mental health and where they can explore, discover, relax, and play in a safe and uniquely fun environment.

COSTA MESA SANITARY HEADQUARTERS
Client: Costa Mesa Sanitary District
A turf removal/water conservation project to provide a boldly vibrant native landscape design.

SANTA ANA SPLASH PADS
Client: City of Santa Ana
The City of Santa Ana has the opportunity to re-imagine a portion of six existing parks and plan for new splash pads.

PICKLEBALL COURTS @ MIKE WARD COMMUNITY PARK
Client: City of Irvine
This facility upgrade will include a 8-court layout, electrical upgrades and lighting, shade, player and spectator seating, and other amenities.

JURUPA AVENUE MEDIANS
Client: City of Fontana
We will consider the already developed street medians and the right-of-way along the project corridor to include the aesthetics of the unique neighborhood characteristics.

BOA ARCHITECTURE

BOA is a 7-person architectural firm, located in West Long Beach just 60 minutes from your office, that has been in continuous business for 59 years, with a competitive advantage in Public Works architectural modernization projects including: building additions, renovation/ retrofit, tenant improvements (TI); façade improvement projects, and building systems modernization. Although we have completed new construction projects, this is our industry niche and competitive advantage. We have completed over 2,000 Public Works architectural projects for over 80 local public entities. We have unique expertise in Parks/ Recreation Facilities, Fire Stations, Security-Workplace Safety Improvements, Community Centers, ADA Compliance, and Civic Center Facilities. We have unique expertise in restroom design as we have recently designed more than 50 park restrooms for the cities of Long Beach, Torrance, Bellflower, Cypress, Carson, Redondo Beach, Huntington Beach, Montebello, Tustin, and Los Angeles. We renovated 10 beach restrooms, and we have completed 4 pre-fabricated park restroom projects for the City of Long Beach. We can compete favorably with just about any other firm on these building types. Our staff expertise and production systems are geared for these types of architectural modernization and often "messy" renovation projects. We have completed the design of over 300 Parks/Recreation projects, over 60 Community Centers, over 50 fire stations, 20 libraries, over 400 ADA Compliance renovation projects, and 15 civic centers.

We are a small firm that prides itself on personalized service by the principal and architectural staff. BOA's philosophy demands that the principal be intimately involved in every phase of your project. As a result, Edward Lok Ng, licensed architect, will be the Principal-in-Charge and the Project Manager for this project. This will allow high-level decisions to be made quickly and efficiently on your project.
BOA is also a firm that fosters an exceptional working atmosphere for its staff. As a result, high quality work is achieved for all of its clients. BOA's employees are highly skilled long-term staff and are always encouraged to become better architects and better project managers with continuing education and advanced certification.

EDWARD "LOK" NG, AIA, LEED AP

President, Senior Project Manager and Designer

EDUCATION:

- Bachelor of Architecture, University of Hawaii, 1981

REGISTRATION:

- Licensed Architect, C-16840, State of CA, 1986
- LEED Accredited Professional, 2009

Edward Lok Ng has been a member of BOA since 1982. Principal and Director of Design, Mr. Ng has over 38 years of experience in all phases of the design process. He has personally designed and managed over 500 municipal facility projects and completed design work for over 30 parks for local cities. He is very familiar with Expediting architectural project for the City of Gardena as he designed the renovation improvement for Gardena Fire Station 158, Feasibility Study for the historic Gardena Chase Bank building, which is owned by the City. He leads a talented team of designers and consultants to ensure that design solutions effectively meet the clients' and users' needs while adhering to client schedules and budget constraints. He has been the Project Manager and Designer for numerous projects within civic/public buildings, the Parks and Recreation facilities, city hall, Fire Station facilities, Police facilities, and ADA retrofit/transition plan projects. This experience coupled with Mr. Ng's dedication and commitment to sustainability and design excellence has led to numerous honors and repeat clients for BOA. Finally, Mr. Ng has personally designed numerous parks and recreation facilities and public parks, including the Cities of: Carson, Bellflower, Cypress, Hawthorne, Irvine, Huntington Beach, Torrance, Tustin, State of California, and many others.

A certified plan review consultant to California's Division of the State Architect, Mr. Lok Ng has completed DSA-sponsored training as an Access Compliance Plan Reviewer and Accessibility Surveyor. As a member of the City of Long Beach Disabled Access Appeals Board since 1994 and the Design Review Board for the City of Downey since 1989, he has reviewed applications and appeals for a broad range of commercial and municipal design projects. He is also LEED, AP Certified and has design several LEED Certified projects, which will be a great asset for the sustainability design.

DMS CONSULTANTS, INC.
CIVIL ENGINEERS

DMS Consultants, Inc. is dedicated to technical excellence and high quality services. A team approach is taken to every project undertaken, with a project engineer directing, managing and acting as the central design figure in the work. Our firm strives to maintain a high level of communication with the client and jurisdictional agencies.

We are acutely aware of the value and importance of providing close individual attention to each project and to working within the constraints of time and budget. We also know that the success of our firm rests clearly on the management, competence, and expertise of our professional staff and team.

Established in 1994, our firm provides engineering and related services to municipalities, government entities, and private industries throughout Southern California. With a staff of registered civil engineers, designers, construction observers, contract administrators, surveyors, and specialists in transportation, building and safety, and computer-aided design, DMS Consultants, Inc. is uniquely qualified to respond to the diverse needs of our clientele.

DMS Consultants, Inc. presently provides on-call civil engineering services to the City of Fullerton, City of Diamond Bar, City of San Dimas, City of Cerritos, City of Newport Beach and City of La Mirada.

DMS Consultants, Inc. has the ability to provide in-house services in the following areas:

- Street improvements
- Storm drain improvements
- Sewer improvements
- Water improvements
- ADA accessibility type improvements
- WQMP / SWPPP documents
- Hydrology
- Surveying
- Plan check services

DMS Consultants, Inc. has the capacity to sub-consult for areas including but not necessarily limited to:

- Geotechnical services
- Traffic engineering services

SURENDER DEWAN, P.E

President

EDUCATION:

- Bachelor of Science, Civil Engineering, Delhi University, 1970
- Master of Science, Civil Engineering, University of Washington, 1978

REGISTRATION:

- Civil Engineer, California, RCE 34559
- SWRCB Certified QSD 20924

Mr. Dewan, President of DMS Consultants, Inc., has more than 30 years of professional experience in the design of Public Works projects. Mr. Dewan is responsible for performing and/or coordinating engineering design and other related technical services including project management; preparation of plans, specifications, estimates, design; and evaluation of major municipal projects.

MUNICIPAL PROJECTS

- Euclid Street Roadway Improvements - Fountain Valley
- State College Boulevard Rehabilitation Project - Fullerton
- San Dimas Avenue Improvements - San Dimas
- Hollydale Community Park - South Gate
- Del Amo Boulevard Street Improvements - Cerritos
- Madonna Area Street, Sewer & Water Reconstruction - Fullerton
- San Dimas Wash Trail - Glendora
- Via Verde Reconstruction Project from Covina Hills Street to Puente Street - San Dimas
- Chapman Avenue Rehabilitation Project from Berkeley Avenue to Raymond Avenue - Fullerton
- Bastanchury / Valencia Mesa Bile Path - Fullerton
- FY 2014-15 Street Improvements, Sewer and Water Main Replacement - Fullerton
- Design of Caltrans Curb Ramp Construction Plans, Studebaker Road at State Route 91 - Cerritos
- MacArthur Boulevard Pavement Reconstruction - Newport Beach
- Placentia Avenue Reconstruction - Fullerton

DESIGN WEST ENGINEERING

In January of 2000, Design West Engineering was founded by partners Rob Cronk and Mark Galle. They set out to build an engineering company that would be focused, first and foremost, on delivering our architectural and construction partners with exceptional service.

The idea was simple, the model worked, and the company has thrived. Now, Design West has become a leading engineering firm across the West Coast.

Each team member is hand-selected to ensure the Design West standard for customer service is upheld and our staff has become known for technical excellence, outstanding communication, and pushing the boundaries of technology. In the end, it is all driven by the same focus: be the very best at serving our clients' needs.

PARK EXPERIENCE

Design West's team brings you expertise in parks and community buildings, having a long history of experience with countless city and county clients as well as various state and federal agencies. Beyond just designing to the project type, this experience includes successful support of public works bidding and construction administration services. It includes effective communication and collaboration with various regulatory agencies, utility companies, governmental departments, and multiple stakeholders.

THE FOUR COMMITMENTS OF CUSTOMER SERVICE

We know the only way to earn your trust is through consistent quality engineering, but exceptional customer service is the real foundation Design West is built on. We are committed to active collaboration, clear and consistent communication, purposeful creativity, and working with care. Our entire team knows it's our job to make sure you don't just like our work, but love working with us.

LEO MAYA, PE, LEED AP

Principal Electrical Engineer

With over 20 years of electrical design experience, Leo has been a key part of Design West since 2005. Leo has worked on a wide array of projects including large commercial and industrial buildings, health care and institutional facilities, sports field lighting, street and area lighting, golf course electrical systems, and various dry utility designs. His dedication to maintaining long-term client relationships and his diverse electrical background have made him the natural selection to head up our Electrical Department in 2009. Leo's continuing education keep him up to date with the latest lighting and energy efficient technologies. Leo is an ongoing student of Engineering Management at Arizona State University and holds a CA electrical PE license.

ROY MORALES

Electrical Department Head, Associate

Roy has relationships with many of the local agencies after providing years of reliable design and service to this clientele. His experience includes design for buildings, sports fields, street lighting, and solar photovoltaic systems. Roy is a Senior Project Manager as well as the Electrical Department Head for the San Bernardino office. Roy joined the Design West team after working several years with Dream Engineering when the company was bought out in 2009. Roy brought an expertise in electrical applications, including parks and street projects, along with municipal projects such as essential service facilities, community buildings, government operations facilities, and aviation buildings. Roy is a proven team leader, both in how he runs his teams internally, and how he runs his project teams when working with clients.

ARCADIO NUNGARAY

Electrical Project Manager

Arcadio joined Design West in 2010 as an Electrical Project Designer and has operated a Project Manager since 2015 with a project team including 3 supporting staff. As a resident design software expert, Arcadio also serves the team as CAD Manager and Bluebeam Manager. Arcadio excels at fast pace and rapid turn-around projects. He is known for his responsiveness and thorough communication. Arcadio maintains his project deadlines in a resourceful and competent manner for each of his clients.

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Cornerstone Specialty Insurance Services, Inc. 14252 Culver Drive, A299 Irvine CA 92604	PHONE (A/C, No, Ext): (714) 731-7700	FAX (A/C, No): (714) 731-7750
	E-MAIL ADDRESS: tina@cornerstonespecialty.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
DAVID VOLZ DESIGN LANDSCAPE ARCHITECTURE, INC. 151 Kalmus Drive, Ste. M-8 Costa Mesa CA 92626	INSURER A: RLI Insurance Company	13056
	INSURER B: Great American Insurance	16691
	INSURER C:	
	INSURER D:	
	INSURER E:	
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COVERAGES **CERTIFICATE NUMBER:** 23/24 COVERAGES **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] ADDT'L INSURED/P & NC [X] BLANKET WVR OF SUBRO GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			PSB0001408	03/14/2023	03/14/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 2,000,000 $ 1,000,000 $ 10,000 $ INCLUDED $ 4,000,000 $ 4,000,000 $
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			PSB0001408	03/14/2023	03/14/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 2,000,000 $ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE $	$ $ $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		PSW0001346	03/14/2023	03/14/2024	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B	Professional Liability Claims Made			DPP4204131	03/14/2023	03/14/2024	Each Claim Annual Aggregate	$2,000,000 $2,000,000

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

Evidence of coverage in force. Contractual insurance requirements will be addressed at the time the contract is awarded.

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FOR PROPOSAL PURPOSES ONLY PLEASE CONTACT
CORNERSTONE SPECIALTY
TO VERIFY COVERAGE IN FORCE

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SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Tina Cowie

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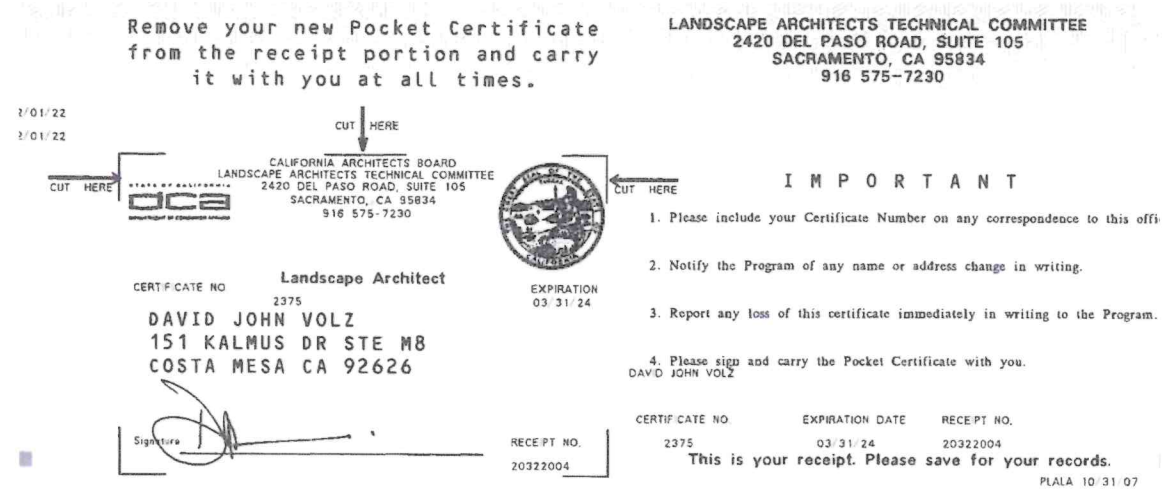

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2420 DEL PASO ROAD, SUITE 105
SACRAMENTO, CA 95834
916 575-7230

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2/01/22

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LANDSCAPE ARCHITECTS TECHNICAL COMMITTEE
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SACRAMENTO, CA 95834
916 575-7230

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DAVID JOHN VOLZ

CERTIFICATE NO. 2375
Landscape Architect
EXPIRATION 03/31/24

DAVID JOHN VOLZ
151 KALMUS DR STE M8
COSTA MESA CA 92626

Signature

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SACRAMENTO, CA 95834
916 575-7230

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GARY MICHAEL VASQUEZ

CERTIFICATE NO. 3883
Landscape Architect
EXPIRATION 02/28/23

GARY MICHAEL VASQUEZ
151 KALMUS DRIVE SUITE M-8
COSTA MESA CA 92626

Signature

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3883	02/28/23	10340511

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SACRAMENTO, CA 95834
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ERIC JOHN STERLING

CERTIFICATE NO. 5463
Landscape Architect
EXPIRATION 04/30/23

ERIC JOHN STERLING
151 KALMUS DRIVE M8
COSTA MESA CA 92626

Signature

RECEIPT NO. 11090872

CERTIFICATE NO.	EXPIRATION DATE	RECEIPT NO.
5463	04/30/23	11090872

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Certification ID: 25194

Legal Business Name:
David Volz Design Landscape Architects, Inc.

Doing Business As (DBA) Name 1:
David Volz Design

Doing Business As (DBA) Name 2:

Email Address:
jgraham@dvolzdesign.com

Business Web Page:

Business Phone Number:
714/641-1300

Business Fax Number:

Address:
151 Kalmus Drive
M-8
Costa Mesa
CA 92626

Business Types:
Service

Certification Type	Status	From	To
SB(Micro)	Approved	06/23/2022	06/30/2024
SB-PW	Approved	06/23/2022	06/30/2024

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Actions	Business Name / Individual Person	Registration #	Registration Type	Submitted Date	Status	Effective Date	Expiration Date	Payment Status	Balance Due	Registration Duration
	DAVID VOLZ DESIGN LANDSCAPE ARCHITECTS, INC.	1000031128 Update	Public Works	07/01/22	Active	07/01/22	06/30/23	Paid / No Balance Due	0.00	

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HEREBY CERTIFIES THAT

David Volz

HAS ACHIEVED THE DESIGNATION OF

LEED® ACCREDITED PROFESSIONAL

BY DEMONSTRATING THE KNOWLEDGE OF GREEN BUILDING PRACTICE REQUIRED FOR SUCCESSFUL IMPLEMENTATION OF THE LEADERSHIP IN ENERGY AND ENVIRONMENTAL DESIGN (LEED®) GREEN BUILDING RATING SYSTEM™.

LEED AP

Chairman

March 28, 2008
Date Issued

S. Richard Fedrizzi, President and CEO

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QSD/P

CERTIFICATE OF TRAINING

CALIFORNIA CONSTRUCTION GENERAL PERMIT

QUALIFIED SWPPP DEVELOPER (QSD)
AND
QUALIFIED SWPPP PRACTITIONER (QSP)

David Volz

Jul 20, 2021 - Jul 22, 2023

Certificate # 01176

CASQA
CALIFORNIA STORMWATER QUALITY ASSOCIATION

California Stormwater Quality Association and
California Construction General Permit Training Team

City of BUENA PARK

COMMUNITY SERVICES DEPARTMENT
JIM BOX, DIRECTOR

February 6, 2023

RE: Recommendation in Support of David Volz Design Landscape Architects, Inc.

To Whom It May Concern:

David Volz Design has provided high-quality design and consulting services to the City of Buena Park for many years. They have provided park planning, leadership at public outreach meetings, creative park design, developed construction documents, and construction period services on several park projects.

Two notable projects the City of Buena Park is exceptionally proud of is the Rick Gomez Park and most recently, the Whitaker School Park. The projects include a high level of design and a team of sub-consultants under David Volz Designs' contract. David Volz Design team welcomed community input at outreach gatherings to design creative, interactive play areas and inviting, green spaces.

David Volz Design has always provided the City of Buena Park with high-quality professional service for these projects and many others. I highly recommend David Volz Design to your agency.

Sincerely,

Jim Box
Director of Community Services
City of Buena Park
(714) 562-3850
JBox@Buenapark.com

"David Volz Design has always provided the City of Buena Park with high-quality professional services for these projects and many others."

GARDEN GROVE

CITY OF GARDEN GROVE

Steve Jones
Mayor
George S. Brietigam
Mayor Pro Tem - District 1
John R. O'Neill
Council Member - District 2
Cindy Ngoc Tran
Council Member - District 3
Joe DoVinh
Council Member - District 4
Stephanie Klopfenstein
Council Member - District 5
Kim Bernice Nguyen
Council Member - District 6

February 2, 2023

RE: Recommendation in Support of David Volz Design Landscape Architects, Inc.

To Whom It May Concern:

David Volz Design has provided high quality design and consulting services to the City of Garden Grove for many years. They have provided park planning, provided leadership at public outreach meetings, provided creative park design, developed construction documents and provided construction period services on several park projects.

One notable project is the Woodbury Park Revitalization Project, which includes a high level of design and a team of sub-consultants under David Volz Designs' contract. This project is a Prop 68 grant award that will allow a complete renovation, of an under used park, to be brought back to life for an underserved community. DVD has done an outstanding job of meshing the needs of the community with the design request of the Parks and Rec Commission and staff.

DVD has always provided the City of Garden Grove with high quality professional service for these projects and many others. I highly recommend David Volz Design to your agency.

Sincerely,

John Montanchez
Community Services Director
(714) 741-5214
johnmo@ggcity.org

"... a high level of design and a team of sub-consultants under David Volz Designs' contract."

CITY of CYPRESS
5275 Orange Avenue, Cypress, California 90630
Phone 714-229-6700 www.cypressca.org

February 7, 2023

RE: Recommendation in Support of David Volz Design Landscape Architects

To Whom It May Concern:

The City of Cypress has collaborated with David Volz Design on several important park development and landscape projects. The recently completed city-wide Median Restoration Project, an APWA award-winning project, restored the landscaped medians and parkways throughout the City with new drought-tolerant landscaping and drip-irrigation systems, providing for a cohesive design aesthetic throughout the city, while also conserving water in light of the recent droughts. DVD and their team provided exceptional service throughout the project and prepared high quality construction documents.

I would highly recommend to any agency the firm of David Volz Design. My contact information is listed below. Please contact me for further comments in support of this firm.

Sincerely,

Nick Mangkalakiri, P.E.
City Engineer
nmangkal@cypressca.org.

"DVD and their team provided exceptional service throughout the project and prepared high quality construction documents."

CITY OF DINUBA
Together, A Better Community
CALIFORNIA • 1906

OFFICE OF THE CITY MANAGER
405 E. El Monte Avenue
Dinuba, CA 93618
B: (559) 590-5900
F: (559) 591-4246
lpatlan@dinuba.ca.gov

August 21, 2019

Re: Recommendation in Support of David Volz Design Landscape Architects, Inc.

To Whom It May Concern,

The City of Dinuba has commissioned David Volz Design to provide services on several park design projects. These services have included community-based design process, presentations to commissions and council and creative solutions that have addressed many community needs. Our recently completed Roosevelt Paseo is an outstanding DVD designed pedestrian pathway. The paseo has received accolades from the community and nearby elementary school served by the pathway.

Should additional information be required, please call me at the city number. I recommend David Volz Design to any agency looking for creative and professional landscape architectural services.

Sincerely,

Luis Patlan
City Manager
lpatlan@dinuba.ca.gov

"I recommend David Volz Design to any agency looking for creative and professional landscape architectural services."

LETTER OF RECOMMENDATIONS

14717 BURIN AVENUE • LAWNDALE, CALIFORNIA 90260 • (310) 973-3200 • FAX (310)

September 4, 2019

RE: Recommendation in Support of David Volz Design Landscape Architects, Inc.

To Whom It May Concern:

The City of Lawndale has collaborated with David Volz Design on two important park development projects in the city, including the recently completed Hogan Park renovation and expansion project, which included expansion of an existing park, street closure, utility relocation and provision of play areas for children aged 5 to 12 years old.

In addition, David Volz Design also collaborated with the City of Lawndale on Charles B. Hopper Park, a new one acre park designed and built on a former California Department of Transportation property within the City of Lawndale.

DVD's team welcomed community input at a number of outreach gatherings to design creative and interactive play areas and inviting green spaces for both projects.

I would highly recommend David Volz Design to any agency. My contact information is listed below. Please contact me for further comments in support of this firm.

Sincerely,

Mike Estes
Director of Community Services
City of Lawndale
(310) 973-3272
mestes@lawndalecity.org

"DVD's team welcomed community input at a number of outreach gatherings to design creative and interactive play areas and inviting green spaces for both projects."

City of South Gate
Parks & Recreation Department
WWW.CITYOFSOUTHGATE.ORG

Parks Make Life Better!

CENTENNIAL

Steve Costley
Director of Parks & Recreation

February 1, 2023

RE: Recommendation in Support of David Volz Design Landscape Architects, Inc.

To Whom It May Concern:

David Volz and his team at David Volz Design have provided superior service to the City of South Gate on a variety of projects to improve our parks over the last twelve years. From Master Planning and Community Outreach to whole park renovations, providing creative, sustainable and usable designs that enhance our community and excite our park goers, David Volz Design has consistently met all expectations.

Please feel free to contact me if you have any specific questions or would like additional information. We have had nothing but the best experiences with DVD and would enthusiastically recommend them to anyone looking for a top-quality landscape design firm for you public project.

Sincerely,

Steve Costley,
Director of Parks & Recreation
323-563-5494
scostley@sogate.org

"From Master Planning and Community Outreach to providing creative, sustainable and usable designs that enhance our community and excite our park goers, David Volz Design has consistently met all expectations."

CITY OF NORWALK
A Connected Community

February 9, 2023

RE: Recommendation in Support of David Volz Design Landscape Architects, Inc.

To Whom It May Concern:

The City of Norwalk has collaborated with David Volz Design on several important park development projects. The recently completed concept design for Hermosillo Park was submitted to the State of California for a Proposition 68 grant, and the City has been awarded $8.5 million to build a new community center, park amenities, parking lot, lighting and landscaping. DVD and their team were instrumental in the success of securing the grant for this project. The design was creative and utilized the entire park site to provide a variety of areas for sports, leisure and community gatherings.

I would highly recommend to any agency the firm of David Volz Design. My contact information is listed below. Please contact me for further comments in support of this firm.

Sincerely,

Christine Roberto
Public Services Manager
croberto@norwalkca.gov
(562) 929-5708

"DVD and their team were instrumental in the success of securing the grant for this project."

PARAMOUNT
The City

TOM HANSEN
Mayor
DARYL HOFMEYER
Vice Mayor
LAURIE GUILLEN
Councilmember
PEGGY LEMONS
Councilmember
BRENDA OLMOS
Councilmember

September 17, 2019

RE: Recommendation in Support of David Volz Design, Landscape Architects, Inc.

To Whom It May Concern:

The City of Paramount collaborated with David Volz Design on several important park development projects, including recently completed conceptual park design documents for three of our parks, as well as a conceptual design for proposed park amenities utilizing Southern California Edison (SCE)'s right of way land.

The DVD's team welcomed community input at outreach gatherings to design creative, interactive play areas, and inviting green spaces.

DVD has always provided the City of Paramount with high quality professional service and I would highly recommend David Volz Design to any agency. My contact information is listed below. Please contact me for further comments in support of this firm at 562-220-2100.

CITY OF PARAMOUNT

Adriana Figueroa
Public Works Director

"DVD has always provided the City of Paramount with high quality professional service and I would highly recommend David Volz Design to any agency."

DVD

Stanton

August 26, 2019

David J. Shawver
Mayor

Rigoberto A. Ramirez
Mayor Pro Tem

Carol Warren
Council Member

Gary Taylor
Council Member

Hong Alyce Van
Council Member

Jared Hildenbrand
City Manager

RE: Recommendation in Support of David Volz Design Landscape Architects, Inc.

To Whom It May Concern:

The City of Stanton has commissioned David Volz Design to provide services on several park design projects. These services have included community-based design process, presentations to commissions and council and creative solutions that have addressed many community needs. Stanton Central Park is an outstanding DVD designed park. The park has received accolades from the community and design awards from APWA and California Park and Recreation Society. DVD also designed Harry M. Dotson Park which also received design awards from APWA.

Should additional information be required, please call me at the city number. I recommend David Volz Design to any agency looking for creative and professional landscape architectural services.

Sincerely,

Allan Rigg
Director of Public Works
(714) 379-9222 ext. 203

"Stanton Central park is an outstanding DVD designed park. The park has received accolades from the community and design awards from APWA and California Park and Recreation Society. DVD also designed Harry M. Dotson Park which also received awards from APWA."

MAYOR
Vicente Sarmiento
MAYOR PRO TEM
Phil Bacerra
COUNCILMEMBERS
Johnathan Ryan Hernandez
Jessie Lopez
Nelida Mendoza
David Penaloza
Thai Viet Phan

CITY MANAGER
Kristine Ridge
CITY ATTORNEY
Sonia R. Carvalho
CLERK OF THE COUNCIL

CITY OF SANTA ANA
PUBLIC WORKS AGENCY
20 Civic Center Plaza • P.O. Box 1988
Santa Ana, California 92702
www.santa-ana.org

February 3, 2023

RE: Recommendation of David Volz Design Landscape Architects, Inc.

To Whom It May Concern:

David Volz Design has provided high quality design and consulting services to the City of Santa Ana for many years. They have provided park planning, provided leadership at public outreach meetings, provided creative park design, developed construction documents and provided construction period services on several park projects.

Most notably is the recent Santiago Park Gas House Area Development project, of which David and his team have been a part of from the very beginning. They provided concept design, led community outreach efforts, developed contract documents and are now providing construction support. The project will be completed this spring and is an award winner. We are very excited and are appreciative of the great working relationship we had together, and the expertise they brought to the table.

DVD has always provided the City of Santa Ana with high quality professional service for these projects and many others. I highly recommend David Volz Design to your agency.

Sincerely,

Suzi Furjanic
Associate Park Planner
sfurjanic@santa-ana.org

SANTA ANA CITY COUNCIL
Vicente Sarmiento, Mayor, vsarmiento@santa-ana.org
Phil Bacerra, Mayor Pro Tem, Ward 4, pbacerra@santa-ana.org
Thai Viet Phan, Ward 1, tphan@santa-ana.org
Nelida Mendoza, Ward 2, nmendoza@santa-ana.org
Jessie Lopez, Ward 3, jlopez@santa-ana.org
Johnathan Ryan Hernandez, Ward 5, jhernandez@santa-ana.org
David Penaloza, Ward 6, dpenaloza@santa-a

"DVD has always provided the City of Santa Ana with high quality professional services for these project and many others."

CITY OF SAN MATEO
Parks and Recreation Department

PARKS & RECREATION

330 WEST 20TH AVENUE
SAN MATEO, CALIFORNIA 94403-1388
TELEPHONE: (650) 522-7400
FAX: (650) 522-7401

August 2, 2017

"We selected David Volz Design because they have created many award winning unique park designs for other public agencies."

To whom it may Concern,

The City of San Mateo is currently working with David Volz Design to provide preliminary design documents for our Borel Park site. They have developed two very creative and innovative design concepts for our newest neighborhood park. We selected David Volz Design because they have created many award winning unique park designs for other public agencies. Most of their park and public agency projects are very well thought out and incorporate history, culture, and art to support a strong theme. All of the components of the design such as site furnishings, paving materials, and the plant selection all work together to support the design concept. David Volz Design does a great job creating attractive and functional public spaces with high recreation value.

Having worked with David Volz Design on several projects at different agencies, I have always found them easy to work with professional and the public appreciates the skills and commitment. I strongly recommend David Volz Design to any public agency seeking creative and professional landscape architectural services.

Greg Meek
Park Planning Administrator
(650) 522-7544
gmeek@cityofsanmateo.org

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/15/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Tina Cowie	
Cornerstone Specialty Insurance Services, Inc. 14252 Culver Drive, A299 Irvine CA 92604	PHONE (A/C, No, Ext): (714) 731-7700	FAX (A/C, No): (714) 731-7750
	E-MAIL ADDRESS: tina@cornerstonespecialty.com	

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	RLI Insurance Company	13056
INSURER B :	Great American Insurance	16691
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
DAVID VOLZ DESIGN LANDSCAPE ARCHITECTURE, INC.
151 Kalmus Drive, Ste. M-8
Costa Mesa CA 92626

COVERAGES **CERTIFICATE NUMBER:** 23/24 COVERAGES **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] ADDT'L INSURED/P & NC [X] BLANKET WVR OF SUBRO GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	PSB0001408	03/14/2023	03/14/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 2,000,000 $ 1,000,000 $ 10,000 $ INCLUDED $ 4,000,000 $ 4,000,000 $
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	PSB0001408	03/14/2023	03/14/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 2,000,000 $ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE $	$ $ $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	PSW0001346	03/14/2023	03/14/2024	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B	Professional Liability Claims Made			DPP4204131	03/14/2023	03/14/2024	Each Claim Annual Aggregate	$2,000,000 $2,000,000

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

Re: On_Call Landscape Architecture Services
The City of Placentia and its elected and appointed boards, officers, officials, agents, employees, and volunteers are Additional Insured for General Liability and Non-Owned & Hired Auto Liability but only if required by written contract with the Named Insured prior to an occurrence and as per attached endorsement. Coverage is subject to all policy terms and conditions. *30 days notice of cancellation, except for 10 days notice for non-payment of premium. For Professional Liability coverage, the aggregate limit is the total insurance available for all covered claims reported within the policy period.

CERTIFICATE HOLDER

City of Placentia
401 E. Chapman
PLACENTIA CA 92870

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Tina Cowie

© 1988-2015 ACORD CORPORATION. All rights reserved.

Policy Number: **PSB0001408** RLI Insurance Company

Named Insured: **David Volz Design Landscape Architects, Inc.**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack® FOR PROFESSIONALS BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM - SECTION II – LIABILITY

1. **C. WHO IS AN INSURED** is amended to include as an additional insured any person or organization that you agree in a contract or agreement requiring insurance to include as an additional insured on this policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by you or those acting on your behalf:
   a. In the performance of your ongoing operations;
   b. In connection with premises owned by or rented to you; or
   c. In connection with "your work" and included within the "product-completed operations hazard".
2. The insurance provided to the additional insured by this endorsement is limited as follows:
   a. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this policy.
   b. This insurance does not apply to the rendering of or failure to render any "professional services".
   c. This endorsement does not increase any of the limits of insurance stated in **D. Liability And Medical Expenses Limits of Insurance**.
3. The following is added to **SECTION III H.2. Other Insurance – COMMON POLICY CONDITIONS (BUT APPLICABLE ONLY TO SECTION II – LIABILITY)**

   However, if you specifically agree in a contract or agreement that the insurance provided to an additional insured under this policy must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:
   a. The "bodily injury" or "property damage" for which coverage is sought occurs after you have entered into that contract or agreement; or
   b. The "personal and advertising injury" for which coverage is sought arises out of an offense committed after you have entered into that contract or agreement.
4. The following is added to **SECTION III K. 2. Transfer of Rights of Recovery Against Others to Us – COMMON POLICY CONDITIONS (BUT APPLICABLE TO ONLY TO SECTION II – LIABILITY)**

   We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" performed by you, or on your behalf, under a contract or agreement with that person or organization. We waive these rights only where you have agreed to do so as part of a contract or agreement with such person or organization entered into by you before the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT–CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be _____% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization	Job Description
All persons or organizations that are party to a contract that requires you to obtain this agreement, provided you executed the contract before a loss	Job performed for any person or organization that you have agreed with in a written contract to provide this agreement.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 03-14-2023 Policy No. PSW0001346 Endorsement No. 1
Insured David Volz Design Landscape Architects, Inc. Insurance Company RLI Insurance Company

CITY OF PLACENTIA
PROFESSIONAL SERVICES AGREEMENT
WITH
MOORE IACOFANO GOLTSMAN, INC. (MIG)

THIS AGREEMENT is made and entered into this 21ST day of November, 2023 ("Effective Date"), by and between the CITY OF PLACENTIA, a municipal corporation ("City"), and Moore Iacofano Goltsman, Inc (MIG), a California corporation ("Consultant").

W I T N E S S E T H:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide on-call landscape architecture and design services as more fully described herein; and

B. WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. WHEREAS, City and Consultant desire to contract for the specific services described in Exhibit "A" (the "Project") and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in Consultant's Proposal ("Proposal"), attached hereto as Exhibit "A" and incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement. Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. Officers and employees shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City and within the hereinafter specified. Evaluations of the work will be done by the City Administrator or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

(a) Meet with Consultant to review the quality of the work and resolve the matters of concern;

(b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or

(c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.5. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. 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. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, a notice setting forth provisions of this non-discrimination clause.

Consultant shall, in all solicitations and advertisements for employees placed by, or on behalf of Consultant shall state that all qualified applicants will receive consideration for employment without regard to age, race, color, religion, sex, marital status, national origin, or mental or physical disability. Consultant shall cause the paragraphs contained in this Section to be inserted in all subcontracts for any work covered by the Agreement, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense. All insurance requirements contained in this Agreement are independently applicable to any and all subcontractors that Consultant may engage during the term of this Agreement.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have

access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "A." Consultant's total compensation shall not exceed Three Hundred Fifty Thousand Dollars ($ 350,000.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal or which is inconsistent with or in violation of the provisions of this Agreement unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable. Should the City request in writing additional services that increase the hereinabove described "SCOPE OF SERVICES", an additional fee based upon the Consultant's standard hourly rates shall be paid to the Consultant for such additional services.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the Effective Date.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit "A." The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party. If a delay beyond the control of the Consultant is encountered, a time

extension may be mutually agreed upon in writing by the City and the Consultant. The Consultant shall present documentation satisfactory to the City to substantiate any request for a time extension.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of three years, ending on November 21, 2026, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. One (1) two-year extension is available on Consultant performance and at the discretion of the City. Approval of the term extension is contingent upon City Council review and approval at the conclusion of the initial three-year term.s

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing at least fifteen (15) days prior written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City. If the City suspends, terminates or abandons a portion of this Agreement such suspension, termination or abandonment shall not make void or invalidate the remainder of this Agreement.

If the Consultant defaults in the performance of any of the terms or conditions of this Agreement, it shall have ten (10) days after service upon it of written notice of such default in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

The City shall have the right, notwithstanding any other provisions of this Agreement, to terminate this Agreement, at its option and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement, immediately upon service of written notice of termination on the Consultant, if the latter should:

a. Be adjudged a bankrupt;

b. Become insolvent or have a receiver of its assets or property appointed because of insolvency;

c. Make a general assignment for the benefit of creditors;

d. Default in the performance of any obligation or payment of any indebtedness under this Agreement;

e. Suffer any judgment against it to remain unsatisfied or unbonded of record for thirty (30) days or longer; or

f. Institute or suffer to be instituted any procedures for reorganization or rearrangement of its affairs.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including

the date of City's written notice of termination within thirty-five (35) days after service of the notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant. City shall not be liable for any claim of lost profits.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

(a) Broad-form commercial general liability, in a form at least as broad as ISO from #CG 00 01 04 13, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars ($1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit. If Consultant maintains higher limits that the specified minimum limits, City requires and shall be entitled to coverage for the high limits maintained by the Consultant.

(b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars ($1,000,000.00), combined single limits, each incident for bodily injury and property damage.

(c) Workers' compensation insurance as required by the State of California and Employers Liability Insurance with a minimum limit of $1,000,000 per accident for any employee or employees of Consultant. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers for losses arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

Before execution of this Agreement by the City, the Consultant shall file with the Public Works Director/City Engineer the following signed certification:

> I am aware of, and will comply with, Section 3700 of the Labor Code, requiring every employer to be insured against liability of Workers' Compensation or to undertake self-insurance before commencing any of the work.

The Consultant shall also comply with Section 3800 of the Labor Code by securing, paying for and maintaining in full force and effect for the duration of this Agreement, complete Workers' Compensation Insurance, and shall furnish a Certificate of Insurance to the Public Works Director/City Engineer before execution of this Agreement by the City. The City, its officers and employees shall not be responsible for any claims in law or equity occasioned by failure of the consultant to comply with this section.

Neither the CITY nor any of its elected or appointed officials, officers, agents, employees, or volunteers makes any representation that the types of insurance and the limits specified to be carried by Consultant under this Agreement are adequate to protect Consultant. If Consultant believes that any such insurance coverage is insufficient, Consultant shall provide, at its own expense, such additional insurance as Consultant deems adequate.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions as worded below:

(a) Additional insureds: "The City of Placentia and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."

(b) Notice: "Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required polices are reduced; (3) or the deductible or self-insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, Consultant shall forthwith obtain and submit proof of substitute insurance. Should Consultant fail to immediately procure other insurance, as specified, to substitute for any canceled policy, the City may procure such insurance at Consultant's sole cost and expense."

(c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Placentia, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Placentia shall be excess and not contributing with the insurance provided by this policy."

(d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Placentia, its officers, officials, agents, employees, and volunteers.

(e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self-Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance and endorsements shall be attached hereto as Exhibit "B" and incorporated herein by this reference.

5.5. Non-limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Administrator or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement. It shall be the Consultant's responsibility to assure that the Project Manager is kept informed of the progress of the performance of the services and the Consultant shall refer any decision, which must be made by City, to the Project Manager. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Project Manager.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement and who shall not be

changed by Consultant without the express written approval by the City. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement, or the work hereunder may be provided by personal delivery, facsimile or if mailed, shall be addressed as set forth below and placed in a sealed envelope, postage prepaid, and deposited in the United States Postal Service. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 72 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:	IF TO CITY:
Moore Iacofano Goltsman, Inc (MIG) 109 W. Union Avenue Fullerton, CA 92832 Tel: 714-871-3638	City of Placentia 401 E. Chapman Placentia, CA 92870 Tel: 714-993-8132
Attn: Christopher Beynon	Attn: Chris Tanio

6.5. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.6. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California. Consultant agrees to submit to the personal jurisdiction of such court in the event of such action.

6.7. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.8. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings brought against the City, its elected and appointed officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence, recklessness, or willful misconduct by the Consultant, its employees,

and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, recklessness, or willful misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.9. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

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

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

6.11. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.12. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, preliminary notes, working documents, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City but shall be made available to the City within ten (10) days of request or within ten (10) days of termination. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, preliminary notes and working documents, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City. Consultant or Consultant's agents shall execute such documents as may be necessary from time to time to confirm City's ownership of the copyright in such documents.

6.13. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.14. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.15. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.16. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

6.17. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, the conflict shall be resolved by giving precedence in the following order, if applicable: This Agreement, the City's Request for Proposals, the Consultant's Proposal.

6.18. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.19. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.20. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.21. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.22. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.23. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. 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. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.24. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith

negotiations.

6.25. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF PLACENTIA,
A municipal corporation

_____ Date: _____
Damien R. Arrula, City Administrator

ATTEST:

_____
Robert S. McKinnell, City Clerk

CONSULTANT – Moore Iacofano Goltsman, Inc. (MIG)

Christopher Beynon
_____ Date: 11/14/2023
Signature

Christopher Beynon
_____
Christopher Beynon, Vice President

94-3116998
_____
Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

_____ Date: _____
Christian L. Bettenhausen, City Attorney

APPROVED AS TO INSURANCE:

_____ Date: _____

Krystle Murillo, Risk Manager

APPROVED AS TO CONTENT:

Chris Tanio Date: 11/14/2023

Chris Tanio, Deputy Director/City Engineer

DEPARTMENTAL APPROVAL:

Luis Estevez Date: 11/14/2023

Luis Estevez, Deputy City Administrator

EXHIBIT A

CONSULTANT'S PROPOSAL AND SCOPE OF WORK

EXHIBIT B

CERTIFICATES OF INSURANCE AND ENDORSEMENTS

A. Letter of Transmittal

109 W. Union Avenue
Fullerton, CA 92832
(714) 871-3638
www.migcom.com

CALIFORNIA
BERKELEY, FULLERTON, LOS ANGELES, PASADENA, RIVERSIDE, SACRAMENTO, SAN DIEGO, SAN JOSE, AND SONOMA

COLORADO
DENVER

NEW YORK
BROOKLYN

OREGON
PORTLAND

TEXAS
SAN ANTONIO

WASHINGTON
SEATTLE

October 19, 2023

City of Placentia
Attn: Chris Tanio, PE
Deputy Director/City Engineer
401 E. Chapman Avenue
Placentia, CA 92870

RE: Statement of Qualifications for On-Call Landscape Architecture and Design Services

Dear Chris Tanio and Members of the Selection Committee:

Moore Iacofano Goltsman, Inc. (MIG) is pleased to submit our proposal to provide landscape architecture and design services for our neighbor, the City of Placentia. Our Fullerton office is within minutes of your City Hall and will provide prompt and timely communication throughout the design and construction process.

Our firmwide staff includes licensed landscape architects, park and recreation planners, urban planners, public facilitators and community outreach experts, LEED Accredited Professionals, ADA compliance experts, NRPA-certified playground safety inspectors, and irrigation designers. Our team of proven subconsultant experts for this project includes **BKF Engineers** for surveying and civil engineering services, **Budlong** for electrical engineering design, and **Converse Consultants** for geotechnical testing and recommendations. The MIG Team is prepared to dedicate its resources to Placentia and respond quickly and professionally. **We will be an extension of your staff** in design and construction support.

We understand and appreciate the high-value parks, recreation facilities, streetscapes, and open space hold in your community, which is reflected in your CIP budget forecast. We believe great places represent the community's culture, history, geography, and aspirations. MIG's 41 years of experience providing park planning and landscape design services has given us a complete understanding of public works procedures, maintenance and operations guidelines, governmental codes and regulations, and the submittal, review, approval, and permitting process. **With over $2 billion worth of public facilities, designed and in the ground, MIG can assure Placentia of proven, buildable solutions.** We will dedicate staff and resources to responding to your requests and needs thoroughly and quickly.

Community outreach is a core strength of MIG, and we see this involvement, combined with City staff knowledge and experience, paramount to the success of the landscape and park enhancements you envision in your General Plan. We have provided on-call landscape architecture services for many cities as they reassess facilities and upgrade public landscapes that are worn out from use or have reached their lifespan. Safety, durability, and ongoing maintenance are critical considerations throughout our design process. We envision landscape renovation projects seamlessly fitting into the existing neighborhood, street corridor, or park context.

Hallmarks of Our Design Services

- Proven ability to maximize staff and community input in the planning and design process.
- Proven ability to respond to critical schedules and budget requirements.
- Demonstrated success in the design of healthy and safe outdoor environments.
- Refined and tested QA/QC control measures developed over 41 years.
- Deliberate resource conservation and sustainable solutions.
- Recognized design excellence in the profession with over 200 project awards.

The MIG Team is best qualified for your on-call landscape architecture needs. We have provided successful on-call services for Yorba Linda, Anaheim, and Placentia's other neighboring cities. The depth of our professional staff, breadth of landscape design experience, and close proximity are significant assets we offer to Placentia.

MIG acknowledges the three addenda that were released prior to the submittal due date. Also, we have reviewed and agree to the legal provisions contained in the consultant agreement. MIG declares that we do not have a conflict of interest with anyone associated with the City of Placentia. Oscar Johnson, Senior Landscape Architect, will be the project manager and day-to-day contact with City staff. The person authorized to bind the firm contractually is Christopher Beynon, Vice President and Chief Development Officer. Please contact Steve Lang, Principal, at (714) 871-3638 ext. 4040 or by cell (listed below) if you have any questions about our qualifications or require more information during the selection process. Steve can also be reached via email at stevel@migcom.com.

Sincerely,



Steve Lang, ASLA, CPRS, PLA
Landscape Architect #1771 CA
109 W. Union Ave.
Fullerton, CA 92832
(714) 600-0817 (cell)



Christopher Beynon, AICP
Vice President and Chief Development Officer
800 Hearst Ave.
Berkeley, CA 94710
(510) 845-7549

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C. Summary Sheet

APPENDIX B

SUMMARY SHEET

Firm Name: Moore Iacofano Goltsman, Incorporated (MIG, Inc.)

Firm Parent or Ownership: Not applicable

Firm Address: 109 W. Union Avenue

Fullerton, CA 92832

Firm Telephone Number: (714) 871-3638

Firm Fax Number: (714) 871-1188

Number of years in existence: 41

Management Contact (person responsible for direct contact with the City of Placentia and services required for this Request for Proposal):

Name: Steve Lang, ASLA, CPRS, PLA Title: Principal

Telephone Number: (714) 600-0817 Fax: (714) 871-1188

Email: stevel@migcom.com

Project Manager (Person responsible for day-to-day servicing of the account):

Name: Oscar Johnson, PLA Title: Project Manager

Telephone Number: (714) 343-0709 Fax: (714) 871-1188

Email: oscarj@migcom.com

Types of services provided by the firm:

Landscape design; construction documents and administration; park planning and design; public realm design; sports/athletic fields; entry and parking areas; event and performance areas; accessibility/universal design; sustainability/low-impact design; native planting; signage; children's play environment; seating and picnic areas; and community outreach.





Firm and Team Experience

ABOUT MIG, INC.

MIG, Inc. improves, adapts, and creates organizations, environments, and tools for human development. We are a community of designers, planners, engineers, scientists, and storytellers who engage people in creative problem-solving and collective action. We believe the physical and social environment around us has a profound impact on our lives, and this belief shapes the principles that guide our work:

- Communities can plan their own future.
- The world needs an ecological perspective.
- Great projects work for everyone.
- Elegant design inspires new thinking.
- Every project presents an opportunity to advance racial and social equity.
- All work must be context-driven.

MIG is at the forefront of innovation. We are leading local, regional, and national planning and design initiatives to ensure accessibility and equity; engage, educate, and empower people through participatory processes; facilitate strategy development for social change; create playful and inclusive communities; reimagine streets and repurpose infrastructure; revitalize cities and restore ecosystems; and promote environmental stewardship by recognizing that the health of the natural and built world is mutually dependent.

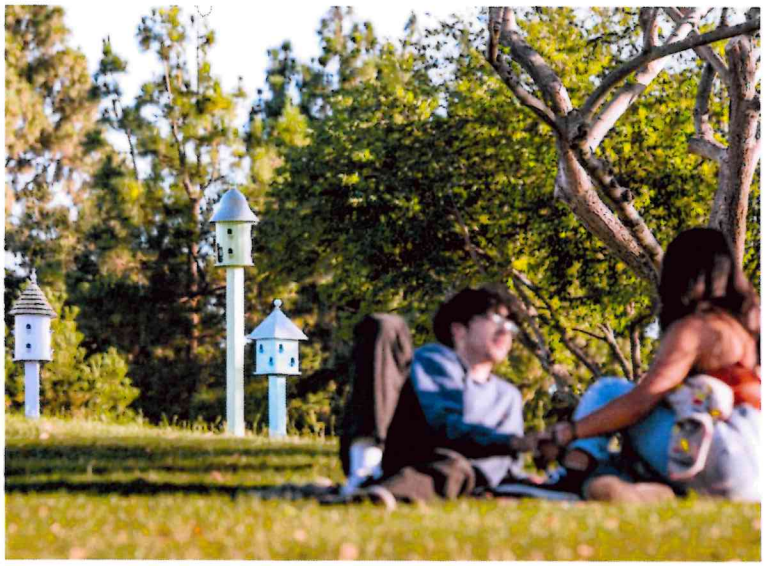
For over four decades, MIG has worked with public, private, and nonprofit agencies and their constituents worldwide to craft outdoor spaces where people walk, drive, gather, play, explore, work, learn, and live. Our landscape architecture practice integrates natural and built environments to connect people to place, nature, and each other.

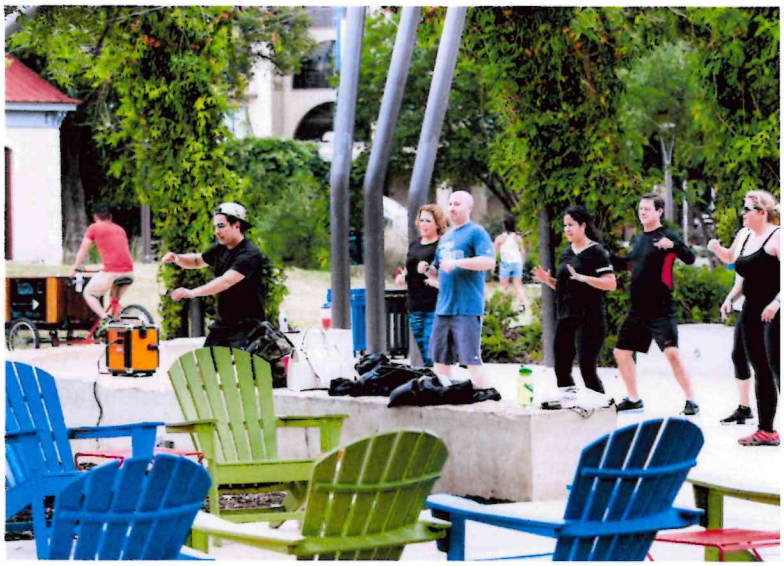
Existing site features, topography, and history inform our designs as we work with clients and communities to develop a specific program of functions and uses—creating a powerful sense of place that not only pleases the eye but also protects ecological and cultural resources and enhances community livability.

OUR SUBCONSULTANTS

BKF Engineers

Since 1915, **BKF Engineers (BKF)** has earned a reputation for its ability to successfully plan, design, survey, and implement complex projects. BKF draws upon and utilizes its experience diligently, guiding projects from the initial due diligence and feasibility stages, progressing through project designs and permitting approvals, and concluding with construction and implementation. This proven approach recognizes that developing dynamic projects is informed by focused team collaboration, mitigating physical constraints and potential risks, and balancing design goals with value engineering solutions.





Budlong

Budlong is a diverse multidisciplinary design firm with exceptional engineering knowledge. They provide mechanical, electrical, and plumbing engineering services (MEP) and have led various industrial facility projects across California.

Converse Consultants

Converse Consultants (Converse) is a known entity in the construction industry providing geotechnical engineering and geological services. Their professional and technical staff includes in-house geotechnical engineers, engineering geologists, environmental scientists, deputy inspectors, laboratory and field technicians, drafting/CAD specialists, and other specialized support personnel.

KEY PERSONNEL

MIG's Team is highly qualified and experienced and has provided on-call landscape architecture and design services for many municipalities surrounding the City of Placentia. The MIG Team key personnel—identified in the organization chart on the following page—were selected for their strong expertise and the depth of experience they will bring to the City of Placentia.

Contract Management

With 40 years of experience in landscape architecture, Principal-in-Charge **Steve Lang, PLA, ASLA, CPRS,** will serve as the Management Contact and will ensure MIG adheres to all necessary contract requirements and allocation of essential resources. In addition, he will provide overall project direction, oversight, and quality control for each task order assigned under this on-call contract.

Project Manager **Oscar Johnson, PLA,** will be the day-to-day contact with City representatives and coordination of the MIG Team. Oscar will coordinate site assessment and design through construction documents and construction administration. His communication and organizational skills with 22 years as a project manager will provide steady, robust management.

Technical Support

The following key personnel will support the On-Call Landscape Architecture and Design Services contract:

- Melissa Butler, MIG, Deputy Project Manager
- Holly De La Torre, LEED AP, CPSI, MIG, Landscape Designer/Playground Safety Specialist
- Dino Viale, MIG, Irrigation Designer
- Esmeralda García, MIG, Community Engagement Specialist
- Bob Prasse, MIG, CEQA Compliance
- Bruce Kirby, PE, BKF, Civil Engineer
- Davis Thresh, PLS, BKF, Surveyor
- Mark Griggs, Budlong, Mechanical Engineer
- Medel Bartolome, PE, Budlong, Electrical Engineer
- Hashmi Quazi, PhD, PE, GE, Converse, Principal Geologist
- Robert Gregorek, PG, CEG, Converse, Geologist

Resumes

Detailed resumes for our proposed key personnel are provided in the Appendix.

TEAM ORGANIZATION

CONTRACT MANAGEMENT: MIG

Steve Lang, Principal-in-Charge
Oscar Johnson, Project Manager

CEQA COMPLIANCE

Bob Prasse

LANDSCAPE ARCHITECTURE & DESIGN SERVICES

Steve Lang
Oscar Johnson
Melissa Butler
Holly De La Torre
Dino Viale

COMMUNITY ENGAGEMENT

Esmeralda García

CIVIL/SURVEY ENGINEERING

BKF Engineering

Bruce Kirby
Davis Thresh

GEOTECHNICAL ENGINEERING

Converse Consultants

Hashmi Quazi
Robert Gregorek

MECHANICAL/ELECTRICAL/ PLUMBING ENGINEERING

Budlong

Mark Griggs
Medel Bartolome





D. Allocation of Resources

The following describes the resources and approach the MIG Team will bring to the City of Placentia on-call projects.

Quality Staff

Quality control begins with assigning qualified, dedicated staff to each project. We hire people with strong interpersonal skills and the ability to bring people of different backgrounds together to focus on the issues at hand while always keeping "the big picture" in mind. As noted, the City of Placentia Landscape Architectural Services staff were selected based on their suitability and capacity, and they will be assigned for the project duration.

Clear Work Plan and Deliverables

Before commencing work, MIG will meet with City staff to confirm the intended scope of services and proposed project improvements to create a detailed work plan. The plan will include a schedule that illustrates the project on a task-by-task basis, clarifying the project's critical path, key deadlines and checkpoints, and the responsibilities of each team member. The project manager will have an identified backup staff member to handle urgent project issues or emergencies.

Regular Review by Senior Staff

The principal-in-charge and project manager/landscape architect will review work daily or weekly. Regularly scheduled project team meetings will be conducted to ensure work quality and appropriately allocate staff time and project resources. Before delivery to the City, all work will be reviewed by the project manager and principal using a comprehensive checklist. This review time is built into the project schedule, including time for internal MIG revisions before City delivery.

Timeline Control and Monitoring

Project scheduling will be coordinated with the City. The tasks and results will be reviewed periodically according to the project timetable agreed to between MIG and the City. The schedule will be updated as needed as the project progresses, using actual finish dates of activities to update the schedule. Based on the review, we can be flexible in response to unexpected changes within the established work program and schedule.

MIG has earned a reputation for completing our project tasks promptly. The broad experience of our overall firm, coupled with the expertise of our local office personnel, will ensure our timely response to project assignments and questions and issues that may come up during any project that results from this on-call contract.

Budget Control and Monitoring

MIG has real-time project budgeting and monitoring software to align budget allocations and expenditures and support project success. Once the schedule and final budget have been set, each team member's staff hours and costs will be generated each month and cumulatively for the monthly project invoice. This provides the basis for reviewing actual staff hours against estimated expenditures. Status reports will be reviewed regularly with the internal project team and the City. We proactively address overages and possible efficiencies to avoid change orders and requests for additional services.

Deliverables Review

We will involve our in-house graphic designers and writers to ensure high-quality written and graphic materials to support and document the planning and design process. We can also create multimedia outreach and informational materials and develop training and implementation tools. Our quality control plan includes deliverables review to ensure that our products are attractive, easy to understand, and can communicate complex concepts and issues to a wide range of audiences.

Quality Control/Quality Assurance

Our quality control plan is multilayered. MIG has developed checklists to ensure high-quality project outcomes. MIG employs the following quality control tools:

- Project initiation checklist and questionnaire
- Topographic survey checklist
- AutoCAD manual and standards
- Design process standards
- QA/QC checklist
- Construction administration procedures

Community Engagement and Outreach

MIG will employ many approaches to gain valuable input in the design process based on the City of Placentia's needs. Our approach is "high tech and high touch." Our community engagement specialists utilize numerous tools that prioritize options and build consensus. We use everything from Survey Monkey to customized interactive games we create in-house. Our public meetings are often facilitated with a graphic recording approach where input from meeting participants is graphically noted on a large wall-sized piece of paper. This allows a real-time broad visualization of comments and how they relate. The graphic illustrates the key ideas, considerations, connections, and priorities that, with facilitation, can often lead to group consensus.

We will also employ interviews and stakeholder meetings to target and garner input from key individuals and user groups with a particular interest in the project. We often use written, electronic, or phone surveys for large city-wide projects or studies to gauge community concerns and desires associated with a program or proposed project. We often participate in community intercept events, fairs, farmers markets, and neighborhood gatherings, hosting a table, booth, or exhibit easels to solicit input from the active and affected community.

We are firm believers in engaging the community in the design process. This public involvement produces a successful project that the community identifies with, where they enjoy a sense of ownership and feel a long-term responsibility for the ongoing care of the project. In our experience, community leaders are much more supportive of a project when they are assured that the community has been engaged from the beginning and that the design process has been transparent. Our approach of dealing with concerns and issues from the start, with multiple input avenues, helps to diminish late adverse claims that usually arise from those at the end of the process who did not participate. Our public outreach always encourages those experienced in the design process to attend the final approval meeting to show their support and counter adverse claims that may arise.

Knowledge of ADA Requirements

MIG has an in-house group of professionals specializing in Community Accessibility Design and Planning Services. MIG wrote and published *The Accessibility Checklist: User Guide – An Evaluation System for Buildings and Outdoor Settings,* which is used nationally to assess access compliance. MIG applies accessibility and safety standards to any application requiring public access, playgrounds, playground renovation projects, and path of travel. Our certified access specialist worked with the Architectural and Transportation Barriers Compliance Board (Access Board) to develop technical assistance materials to assist public agencies, designers, planners, manufacturers, and associations in applying the newly amended ADA Accessibility Guidelines (ADAAG). We will provide this expertise and full access perspective on all the City of Placentia projects we are engaged in.

E. Understanding of Scope of Work

MIG offers the City of Placentia a 41-year track record of working interactively with our clients to become an extension of their staff, producing innovative designs and plans delivered promptly and cost-effectively. We will view your projects as collaborative efforts that maximize the strengths and resources of all project team members. We understand the range of projects that may arise from our on-call contract with the City of Placentia. We appreciate and value the variety of microclimates, neighborhoods, parks, and commercial areas that make up the rich and diverse community of Placentia. We strongly believe that our extensive portfolio of successful and related projects will be an asset in addressing your City's landscape architectural design needs. The scope of work will be determined based on each project's particular requirements and conditions. The following tasks describe MIG's approach to your landscape architectural design projects.

PHASE I – Conceptual Design Documents

Task 1 – Project Initiation/Project Definition

The MIG Team will schedule a project initiation meeting with the City of Placentia's project manager and staff to review the project assignment and MIG-specific proposal in response to the City's project assignment. MIG will seek information from the City on any current data, survey maps, boundary surveys, reports, analysis, or drawings associated with the subject project. We will review the work to be completed, the staff's goals and objectives, possible amendments to the project assignment, any alternatives to be considered, budgets, and any subsequent refinements to the project design program. All parties must agree on the project proposal, scope of services, project schedule, milestones, and meeting calendar before proceeding.

Task 2 – Data Collection

MIG will collect available data from the City on all critical aspects of the proposed project. Depending on the project type and required tasks, this may include infrastructure/utility drawings, topographic survey, record as-builts, locations of easements, geologic data, geotechnical reports, and other information relevant to existing conditions, notices, previous analyses, management, and operation records, etc. MIG's designated project manager will continually check progress through regular emails and project team meetings.

The MIG Team will obtain all City design standards, codes, and ordinances to ensure the project complies with the latest City Standards.

The MIG Team will prepare boundary and topographic surveys as necessary and geotechnical investigations for pavement and footing design recommendations.

Task 3 – Site Reconnaissance

The MIG Team will conduct a site survey to review site constraints and opportunities, grading boundaries, adjacent uses, surrounding conditions, and area context. Existing site conditions, field opportunities, and constraints will be considered when preparing conceptual/preliminary site design.

PHASE II – Schematic Design Documents and Services

Task 1 – Existing Condition Assessment/ Conceptual and Schematic Design/Preliminary Reports

Based on input from City staff, data collection, research, and analysis, the MIG Team will develop assessments of existing conditions, conceptual design plans, and/or preliminary design reports to bring back to City staff for review and input for further refinement. Depending on the nature and scope of the project, tasks could include exploring functional and visual relationships of desired improvements by looking at such components as facility program, uses, circulation, views/vistas, pedestrian access, vehicular access, existing landforms, existing improvements to remain, edge treatments, topography, landscape materials, irrigation systems, security, preferred equipment, perimeter improvements, and ADA compliance.

MIG will facilitate needs assessment interviews and meetings as required to garner the desires and concerns of the community.





Color-rendered conceptual and preliminary drawings, colored perspective sketches, and design exhibits can be prepared as part of the design package.

Task 2 – Cost Estimates/Fiscal Analysis

Depending on the project type and scope, the MIG Team will prepare either preliminary opinions of probable construction costs or initial fiscal analyses based on the conceptual plans or preliminary report findings for City staff review.

Task 3 – Submittal and Review by City Staff

MIG will submit the existing condition assessment, design report, conceptual drawings, site design exhibits, and the preliminary opinion of probable construction costs to City staff for review and input.

Task 4 – Public Input as Directed by City Staff

Depending upon the project assignment and the sensitivity of the proposed project, the MIG Team will facilitate a public input meeting or public workshop to gain input, review the conceptual or preliminary work, and seek consensus. MIG will prepare PowerPoint presentations, presentation boards, material boards, and meeting minutes for community and stakeholder meetings.

Task 5 – Final Plan/Report and Cost Estimate

The MIG Team will prepare a final design report, analysis, or conceptual plans that reflect staff review comments. We will update the cost estimate or financial analysis to reflect the project refinements. The final preliminary plans, design exhibits, and report will be submitted to City staff for final review and input.

Task 6 – Submittal to City Staff

MIG will submit an electronic data file of the final design report, conceptual drawings and design exhibits, and the preliminary opinion of probable construction costs to the City.

PHASE III – Design Development Documents and Services

Task 1 – Design Development

Once City staff has approved the final preliminary plans and preliminary opinions of probable construction costs, the MIG Team will develop design development documents to include color renderings and sketches, if requested, and any required drawings and outline specifications. MIG will meet with City staff to review design development documents, design features, and technology concerning resource management, water conservation, energy conservation, and the efficiency of maintenance and operation of the proposed facility. Any changes in design will be reflected in an updated opinion of probable costs. Upon approval of the design development documents by City staff, MIG will proceed with preparing construction documents (drawings and specifications).

PHASE IV – Construction Documents

Task 1 – Construction Documents

The base sheets will identify all existing physical and topographic conditions as well as all existing proposed improvements. The MIG Team will prepare construction documents using the design development drawings

and outline specifications. Construction drawings will be prepared utilizing AutoCAD 2022, the City's Design Standards, and applicable building and development codes. Technical Specifications will be formatted in CSI standards. As an example, the document package may include the following construction drawings:

- Cover Sheet / General Notes
- Demolition Plan (existing conditions plan)
- Construction Layout Site Plans
- Construction Details
- Irrigation Plan and Details
- Landscape Planting Plan and Details
- Technical Specifications
- Electrical Service, Site Lighting Plan, and Details

Task 3 – In-House Quality Control: Review of Construction Documents

MIG will conduct a thorough in-house quality assurance/ quality control review of all construction documents. We will utilize in-house quality control checklists to review all construction documents before submittal to the City. MIG will ensure all review and plan check comments have been resolved, addressed, and incorporated into the construction document package.

Task 4 – Construction Document Design Submittal

MIG will electronically submit all completed and in-house checked construction documents to the City at agreed project milestones (typically 30%, 50%, 90%, and 100% completion.)

Task 5 – Plan Check Review Comments

The MIG Team will respond to all plan check comments from the City's consolidated construction document submittal. MIG will address all comments with City clarification on any conflicting reviews as necessary and prepare the construction documents for final design submittal.

Task 6 – Opinion of Probable Construction Costs

The MIG Team will prepare a detailed opinion of probable landscape architectural construction costs with quantities and unit prices.

Task 7 – Final Design Submittal

The final design submittal will include final drawings and specifications, reports, analysis, project construction schedules, and final opinion of probable construction costs. The final design submittal will consist of an electronic data file of all submittal documents for the City's bid use. All final documents shall be stamped and signed by the appropriate design professional.

PHASE V – Bidding Support Services

Task 1 – Bidding Assistance

The MIG Team will be available during the bid process to assist City staff, provide clarification, prepare addenda, and respond to Requests for Information (RFIs) and Requests for Clarification (RFCs), analysis of alternates, supplementary drawings, specifications review, attendance at pre-bid meeting(s) and bids review.

PHASE VI – Construction Administration Services

Task 1 – Construction Administration

MIG will review and approve addenda, change orders, material submittal, contractor equipment submittal, shop drawings, clarifications to drawings and specifications, weekly site visits, and monthly reports on construction progress and change order status. The MIG Team will attend a pre-construction site review meeting with the awarded contractor and City staff. MIG will meet at the City's request at the project site and review the installation. MIG can participate in construction progress meetings and final site reviews as required and prepare meeting minutes. All site improvement inspections will be performed by the City's public service agency inspectors. MIG will prepare the final punch list for completion, "as-built" drawings received from the Contractor, and co-approve with the City the final completion certificate.

F. References

PONDEROSA PARK RENOVATION, ANAHEIM COVES PH 1 & 2, MASTER PLAN AND CD'S, ANAHEIM | 2006–2019

City of Anaheim, Community Services Department
Naomi Gruenthal, ASLA, Associate Project Planner
(714) 765-4465 | ngruenthal@anaheim.net

MAGIC JOHNSON PARK MASTER PLAN AND PHASE 1A CD'S, LA COUNTY | 2019–2022

LA County Parks and Recreation Department
Chester Kano, Principal Facilities, Project Manager
1000 South Fremont Avenue, Unit #40
Alhambra, CA 91803
(626) 893-8501 | CKano@parks.lacounty.gov

VETERANS SPORTS PARK AT TUSTIN LEGACY MASTER PLAN AND CD'S, TUSTIN | 2015–2020

City of Tustin Parks & Recreation Services
Chad Clanton, Director of Parks & Recreation
300 Centennial Way
Tustin, CA 92780
(714) 573-3332 | cclanton@tustinca.org

FOUR PARKS RENOVATION (APOLLO, WILDERNESS, GOLDEN, DENNIS-THE-MENACE PARKS) MASTER PLAN AND CD'S, INDEPENDENCE PARK FUTSAL COURTS CD'S, FIRESTONE BOULEVARD STREETSCAPE CD'S, CIVIC CENTER PLAZA CD'S, DOWNEY | 2018–2020

City of Downey
Edwin Norris, Deputy Public Works Director
11111 Brookshire Avenue
Downey, CA 90241
(562) 904-7110 | enorris@downeyca.org

WESTLAKE VILLAGE COMMUNITY PARK, WESTLAKE VILLAGE DOG PARK, MASTER PLANS AND CD'S | 2015–2020

City of Westlake Village
Roxanne Hughes, City Engineer
31200 Oak Crest Drive
Westlake Village, CA 91361
(805) 890-8885 | rhughes@willdan.com

MENDEZ TRIBUTE MONUMENT PARK AND FREEDOM TRAIL MASTER PLAN AND CD'S, HOOVER STREETSCAPE CD'S, PARKS AND RECREATION MASTER PLAN, WESTMINSTER | 2019-2023

City of Westminster
Adolfo Ozaeta, Interim Assistant to City Manager
8200 Westminster Blvd.
Westminster, CA 92683
(714) 548-3462 | aozaeta@westminster-ca.gov

DESIDERIO PARK, PASADENA MASTER PLAN AND CD'S, PASADENA | 2015–2018

City of Pasadena Public Works
Jeff Kuhn, Landscape Architect/Project Manager
100 N. Garfield Avenue
Pasadena, CA 91101
(626) 744-7389 | jkuhn@cityofpasadena.net

LANDSCAPE MAINTENANCE ASSESSMENT DISTRICT STREETSCAPES, YORBA LINDA CONCEPT PLANS AND CD'S | 2019–2023

City of Yorba Linda
Jesse Gutierrez, Assessment District Manager
4845 Casa Loma Avenue
Yorba Linda, CA 92886
(714) 961-7170 | jgutierrez@yorbalindaca.gov

Relevant Project Experience

MIG has a proven track record of managing complex, multi-objective parks projects that create a high degree of community support through creative design, dynamic visuals, and powerful metaphors. The tables below and on the following page provides an overview of MIG's parks recreation, streetscapes, public realm, and open space experience.

MIG SELECT PARKS PROJECTS

	Landscape Design	Construction Documents & Administration	Park Planning & Design	Public Realm Design	Sports/Athletic Fields	Entry & Parking Areas	Event & Performance Areas	Accessibility/Universal Design	Sustainability/Low-Impact Design	Native Planting	Signage	Children's Play Environment	Seating & Picnic Areas	Lighting	Community Outreach
Always Dream Park, Fremont	●	●	●	●				●	●			●	●	●	●
Anaheim Coves Multi-Use Trail	●	●		●		●		●	●	●	●	●	●	●	●
Anaheim Outdoors Connectivity/Urban Greening		●	●		●		●				●	●	●	●	
Angeles National Forest Supervisor's Office, Arcadia	●	●				●		●	●	●			●	●	
Arcadia Gold Line Station Plaza	●	●	●	●	●	●	●	●	●		●	●	●	●	●
Burbank Water & Power EcoCampus	●	●		●		●	●	●	●	●	●		●	●	
Compton Creek Natural Park	●	●	●			●	●	●	●	●	●	●	●	●	●
Desiderio Park, Pasadena	●	●	●	●		●	●	●	●	●	●	●	●	●	●
Dills Park Renovation, Paramount	●	●	●		●	●	●	●	●	●	●	●	●	●	●
Downey Parks Renovations	●	●	●		●	●	●	●	●			●	●	●	●
Earvin "Magic" Johnson Park, Los Angeles County	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
El Dorado Park at Pacoima Wash, Los Angeles County	●	●	●			●		●	●	●	●	●	●	●	●
Exposition Park Landscape Master Plan, Los Angeles	●		●	●	●	●	●	●	●	●	●	●	●	●	●
Greenleaf Parkway Parks, Compton	●	●	●	●		●		●	●	●	●		●	●	●
Hart Park Renovations, West Hollywood	●	●	●					●					●	●	
Hing Hay Park, Seattle, WA	●	●		●		●	●	●	●			●	●	●	●
Johnny Carson Park Revitalization, Burbank	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
Lake Forest Serrano Creek and Pittsford Parks	●	●	●			●		●					●	●	●
Lambert Park Renovation, El Monte	●	●	●		●			●	●				●	●	●
LANLT Wishing Tree Park, Carson	●	●	●		●	●					●		●	●	●
Layne Park Revitalization, San Fernando	●	●	●		●	●		●	●	●	●	●	●	●	●
Liberty Park Renovation, Cerritos	●	●	●		●	●	●	●	●				●	●	●
Méndez Tribute Monument Park, Westminster	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
Monrovia Station Square Transit Village Park	●	●		●	●	●	●	●	●		●	●	●	●	●
Monte Verde Park, Lakewood	●	●	●					●	●				●	●	●
Ord and Yale Park, Los Angeles	●	●		●	●	●	●	●	●	●	●	●	●	●	●
Pasadena Playhouse Village Park and Parking Lot	●	●	●	●		●	●	●	●		●	●	●	●	●
Ponderosa Park, Anaheim	●	●	●					●	●				●	●	●
Santa Ana Dog Park at Centennial Park	●	●	●	●		●		●	●	●	●		●	●	●
Santa Monica Memorial Park Renovation	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
Santee Town Center Community Park	●	●	●		●	●	●	●	●	●	●	●	●	●	●
Stoneview Nature Center, Culver City	●	●		●	●	●	●	●	●	●	●	●			
Tustin Legacy Veterans Park	●	●	●		●	●	●	●	●	●	●	●			●

MIG SELECT PUBLIC REALM AND STREETSCAPE PROJECTS

	Public Realm Design	Streetscape Design	Landscape Design	Construction Documents & Administration	Multimodal Connectivity and Complete Street Enhancements	Catalyst for Economic Development	Safety/Traffic Calming	Sustainability & Water Conservation	Green Infrastructure	Accessibility/ Universal Design	Native Planting	Signage	Seating & Amenities	Lighting	Community Outreach
Anaheim Coves Multi-Use Trail	●		●	●				●	●	●	●	●	●	●	●
Long Beach Transit Gallery and Downtown Streets	●	●	●	●	●	●	●	●		●		●	●	●	●
Firestone Boulevard, Downey	●	●	●	●	●	●		●		●	●	●	●	●	
Beverly Boulevard Streetscape, Pico Rivera		●	●	●			●	●			●	●		●	
Exposition Park Master Plan, Los Angeles	●		●			●		●	●	●	●	●	●	●	●
Washington-National Boulevard Streetscape Master Plan, Culver City	●	●	●		●	●	●	●	●	●	●	●	●	●	●
South Park Streetscape, Los Angeles	●	●	●	●	●	●		●	●	●	●		●	●	●
20th Street and Cloverfield Boulevard Pedestrian Improvements, Santa Monica	●	●	●	●	●	●	●	●	●	●	●	●	●	●	
1st and Central Station Improvements, Los Angeles	●	●	●	●	●		●	●		●	●	●	●	●	●
Monrovia Station Square Transit Village	●	●	●	●	●	●		●	●	●	●	●	●	●	●
Arcadia Gold Line Station Plaza	●		●	●	●	●		●	●	●	●	●	●	●	●
West Capitol Avenue, West Sacramento	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
Bell Street, Seattle, WA	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
Great Streets Planning Initiative & DIY Manual, Los Angeles	●	●	●		●	●	●	●	●	●	●	●	●	●	●
Great Streets Challenge & Vision Zero Evaluation, Los Angeles	●	●	●		●	●	●	●	●	●	●	●	●	●	●
Metro Gold Line Boyle Heights Transit-Oriented Urban Design Plan, Los Angeles	●	●			●	●	●	●		●					●
Manchester/Broadway Streetscapes Plans, Los Angeles	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
Wilmington Re:Imagined, Watts, Los Angeles	●	●	●		●	●	●	●	●	●	●	●	●	●	●
Rancho Mirage Highway 111 Community Landscape Design and Enhancement	●	●	●		●	●	●	●	●	●	●	●	●	●	●
14th Street Promenade, San Diego	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
21st Street Complete Street, Paso Robles	●	●	●	●	●	●	●	●	●	●	●		●	●	
Winslow Way Complete Street, Bainbridge Island, WA	●	●	●	●	●	●	●	●	●	●	●		●	●	
Euclid and National Avenues Master Plan, San Diego	●	●	●		●	●	●	●	●	●	●	●	●	●	●
F Street Promenade Master Plan, Chula Vista	●	●	●		●	●	●	●	●	●	●	●	●	●	●
Palm Avenue Master Plan, Imperial Beach	●	●	●	●	●	●	●	●	●	●	●		●	●	●
Dixieanne Avenue Green Street Plan, Sacramento	●	●	●	●	●		●	●	●	●		●	●	●	●
O Street, Sacramento	●	●	●		●	●	●	●	●	●	●	●	●	●	●
R Street Urban Design and Development Plan, Sacramento	●	●			●	●	●			●			●	●	●
Sacramento River District Placemaking Plan	●	●		●	●	●	●	●	●	●	●	●	●	●	●
Franklin Boulevard Complete Street, Sacramento	●	●	●	●	●			●	●	●	●	●	●	●	●

G. Certification of Proposals

APPENDIX C

CERTIFICATION OF PROPOSAL TO THE CITY OF PLACENTIA

1. The undersigned hereby submits its proposal and, by doing so, agrees to furnish services to the City in accordance with the Request for Proposal (RFQ), dated September 2023, and to be bound by the terms and conditions of the RFQ.

2. This firm has carefully reviewed its proposal and understands and agrees that the City is not responsible for any errors or omissions on the part of the proposer and that the proposer is responsible for them.

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

4. The proposal includes all of the commentary, figures and data required by the Request for Proposal, dated September 2023.

5. This firm has carefully read and fully understands all of the items contained in Section 7, General Requirements. This firm agrees to all of the general requirements except for those disclosed by the firm in project proposal, listed on an attachment.

6. The proposal shall be valid for 90 days from September 28, 2023.

Name of Firm: Moore Iacofano Goltsman, Inc. (dba MIG, Inc.)

By: _____
(Authorized Signature)

Type Name: Christopher Beynon, AICP

Title: Vice President and Chief Development Officer

Date: October 19, 2023

Appendix – Resumes



Steve Lang, PLA, ASLA, CPRS

PRINCIPAL-IN-CHARGE / LANDSCAPE ARCHITECT | MIG

Steve Lang is an award-winning landscape architect who has dedicated his career to creating outdoor environments that offer memorable, positive human connections with each other and with nature. His early artistic talents converged with his love for the spaces beyond building walls to forge a 45-year vocation. Licensed in two states, Steve's work can be found around schools and sports fields, in forests and downtowns, through plazas and parks, and along streets and waterways. He believes there is a deeper story to every project and he strives to bring it to the surface through interpretation, education, and art. Steve also recognizes and values the lasting impact of his designs. Time is the added dimension that brings out the full potential of his landscapes. A scattering of sycamores transforms into a giant grove. A sand dredging pit becomes a nature park and multi-use trail. A transit corridor turns into an ocean shoreline-themed outdoor art gallery and entertainment destination. Steve has taken hundreds of projects from a concept on paper to a reality on the ground. His creativity, communication skills, and attentive listening, elicit ideas and visions that he translates into conceptual studies, master plans, and construction drawings. Through their engagement in Steve's design process, clients and communities understand and embrace project goals and challenges; and ultimately, gain a sense of ownership and pride in the final, physical outcomes—outcomes that can last a lifetime.

EDUCATION

- BA, Landscape Architecture, UC Berkeley

REGISTRATIONS

- Landscape Architect: CA #1771, NV #461

PROFESSIONAL AFFILIATIONS

- American Society of Landscape Architects
- California Parks & Recreation Society
- UCLA Extension, Landscape Architecture Program Instructor (1999-2023)

AWARDS

- California Parks & Recreation Society (CPRS) Facility Design Award of Excellence, Ponderosa Park and Family Center, 2018
- SCC/ASLA Quality of Life Merit Award, Anaheim Coves, 2014

SELECTED PROJECT EXPERIENCE

- Santa Ana Dog Park at Centennial Park, Santa Ana, CA
- Apollo, Golden, Dennis-the-Menace, and Wilderness Parks Renovation, Downey, CA
- Ponderosa Park and Family Center, Anaheim, CA
- Anaheim Coves Phase I and II, Anaheim, CA
- Anaheim Urban Greening, Anaheim, CA
- Arnold Cypress Park, Cypress, CA
- Claremont Hills Wilderness Park, Claremont, CA
- Cerritos Park East, Cerritos, CA
- Compton Creek Nature Park, Compton, CA
- Deer Canyon Park Preserve, Anaheim, CA
- La Verne Sports Park, LaVerne, CA
- Santa Fe Springs Nature Park, Santa Fe Springs, CA
- Tustin Legacy Veterans Sports Park, Tustin, CA
- Westlake Village Community Park, Westlake Village, CA
- Yorba Regional Park, Orange County, CA
- Wishing Tree Park, West Carson, CA



Oscar Johnson, PLA

PROJECT MANAGER / LANDSCAPE ARCHITECT | MIG

Oscar Johnson has always had a passion for drawing and creating, and he's been fulfilling it as a landscape designer and project manager for over two decades. From multimillion dollar sports facilities to intimate neighborhood parks, Oscar has designed and managed construction for a variety of public and private projects throughout California. With his meticulous attention to detail and his dedication to longevity, he develops construction details and design specifications that are cost-effective and can be built to last. He is adept in establishing a camaraderie with clients, colleagues, and contractors to shepherd projects from design to ribbon-cutting. Oscar is proactive in reducing risks and applying new technologies and materials to his designs. He describes himself as "a build-a-better-mousetrap type of person," who takes the Big Picture and fills in the fine lines. While his work has benefited people in many communities, Oscar particularly appreciates providing physical, mental, and emotional stimulation to children with disabilities through his projects—enabling them to interact with nature and with others.

EDUCATION

- BSLA, California State Polytechnic University, Pomona

REGISTRATIONS / CERTIFICATIONS

- Landscape Architect: CA #6481

PROFESSIONAL AFFILIATIONS

- California Parks & Recreation Society

AWARDS

- California Parks & Recreation Society (CPRS) Facility Design Award of Excellence, Ponderosa Park and Family Center, 2018
- SCC/ ASLA Quality of Life Merit Award, Anaheim Coves, 2014
- SCC/ASLA Merit Award in Landscape Art, South Beach Promenade, 2007

SELECTED PROJECT EXPERIENCE

- Santa Ana Dog Park at Centennial Park, Santa Ana, CA
- Méndez Tribute Monument Park, Westminster, CA
- Layne Park Revitalization, San Fernando, CA
- Desiderio Park, Pasadena, CA
- Lambert Park, El Monte, CA
- Ponderosa Park and Family Center, Anaheim, CA
- 25 Westminster Parks Renovations, Westminster, CA
- Anaheim Coves Phases 1 and 2, Anaheim, CA
- Compton Creek Nature Park, Compton, CA
- Dills Park Renovation/Expansion, Paramount, CA
- Fullerton Parks Renovation, Adlena, Byerrum, and Valencia, Fullerton, CA
- Grace Park, Long Beach, CA
- Huntington Beach Pier Plaza and South Beach Renovation, Huntington Beach, CA
- Liberty Park Renovation, Cerritos, CA
- Arnold Cypress Park, Cypress, CA
- Mesa Marin Sports Park, Bakersfield, CA
- Parks & Recreation Facilities Master Plan, Westminster, CA
- Parks Master Plan, Irvine, CA
- Pico Park Renovation, Pico Rivera, CA
- Tustin Legacy Veterans Sports Park, Tustin, CA
- Wishing Tree Park, West Carson, CA



Melissa Butler, PLA

DEPUTY PROJECT MANAGER / LANDSCAPE ARCHITECT | MIG

Melissa Butler is an experienced landscape architect having worked on a variety of design projects ranging from parks and trails to urban and regional planning projects. Melissa is passionate about helping create rich public spaces intended to connect people to one another. Strong in both graphic and written communication skills, she understands the importance of developing a solid vision as well as executable design. With a background in ecological sciences, coupled with a diverse design and planning portfolio, Melissa harnesses a robust understanding of the role of natural resources in park planning and design. With this expertise, she is thoughtful during the inventory and evaluation phase of parks and facilities, landscape, and natural assets to identify necessary improvements, as well as opportunities for enhancement. Her unique perspective supports the development of strong recommendations, identifying capital projects and maintenance needs, and concepts for new parks.

EDUCATION

- MLA, California State Polytechnic University, Pomona
- AA, Landscape Architecture, Mira Costa College, Oceanside
- BS, Biology, University of Georgia, Athens

REGISTRATIONS / CERTIFICATIONS

- Landscape Architect: CA #6410

SELECTED PROJECT EXPERIENCE

- Anaheim Coves, Phase II Anaheim, CA
- Compton Creek Nature Park Phase II, Compton, CA
- Westminster Parks and Recreation Facilities Master Plan, Westminster, CA
- Anaheim Urban Greening, Anaheim, CA
- Desiderio Park, Pasadena, CA
- Cerritos East Ballpark Renovations, Cerritos, CA
- Downey Civic Center Pedestrian Corridor, Downey, CA
- Yorba Linda LMAD Landscape Transition, Yorba Linda, CA
- Irvine Parks and Facilities Master Plan, Irvine, CA
- Cudahy Water Conservation Park Plan, Cudahy, CA
- Firestone Boulevard at Paramount Boulevard Streetscape Improvements, Downey, CA
- Tustin Legacy Veterans Sports Park, Tustin, CA



Holly de la Torre, LEED AP, CPSI

LANDSCAPE DESIGNER / PLAYGROUND SAFETY | MIG

Holly De La Torre's wide interests in landscape architecture, coupled with the breadth of projects she has worked on for over 16 years with MIG, has led her to be a strong member of the design team. She has gained experience in park design ranging from large sports complexes to community and neighborhood parks and recreational trails. She has participated in projects from conceptual design through construction and knows the importance of complete and definitive construction documents and the value of collaboration through the design and construction process.

Holly's interest in improving the larger environment and quality of life has been demonstrated in her successful design of streetscapes, parkways, campuses, and most recently dog parks, where owners' interaction and comfort are as important as the canine activity design. She has also successfully participated in public outreach, recreation facility assessments, and park and recreation master plans.

EDUCATION

- BSLA, California State Polytechnic University, Pomona

CERTIFICATIONS

- LEED Accredited Professional
- Certified Playground Safety Inspector, National Recreation and Park Association

SELECTED PROJECT EXPERIENCE

- Santa Ana Dog Park at Centennial Park, Santa Ana, CA
- Anaheim Coves, Anaheim, CA
- Pico Park, Pico Rivera, CA
- Wishing Tree Park, West Carson, CA
- Arnold Cypress Park, Cypress, CA
- Cerritos Park East, Cerritos, CA
- Santee Towncenter Park, Santee, CA
- Compton Creek Natural Park, Compton, CA
- Compton Greenleaf Parkway, Compton, CA
- Mesa Marin Sports Park, Bakersfield, CA
- Perris Valley, Big League Dreams Sports Park, Riverside County, CA
- Dick Clark Dog Park Concept Plan, Burbank, CA
- Beverly Boulevard Improvements, Pico Rivera, CA
- Big League Dreams Sports Park, Manteca, CA
- City of Irvine Landscape Plan Check Services, Irvine, CA
- Del Amo Boulevard Median Upgrades, Carson, CA
- Fresno Figarden Baseball Complex, Fresno, CA
- Our Community School Feasibility Study, Chatsworth, CA
- Tehachapi Valley Recreation and Parks District Master Plan, Tehachapi Valley, CA



Dino Viale

IRRIGATION DESIGNER | MIG

Dino Viale is a detail-oriented, self-motivated professional in the landscape and irrigation industry. He possesses strong design and construction skills, bringing planning and construction together seamlessly. Dino has a passion for water conservation and is constantly striving to create irrigation design solutions that efficiently fit the unique needs of his projects, creating lasting and cost-effective systems that save water.

EDUCATION

- BS, Landscape Architecture, Polytechnic State University, San Luis Obispo

REGISTRATIONS

- American Society of Irrigation Consultants, Professional Member, Northern CA Chapter

SELECTED PROJECT EXPERIENCE

- Desiderio Park, Pasadena, CA
- Wilderness Park, Downey, CA
- Lambert Park Phases 1 and 2, El Monte, CA
- Arnold Cypress Park, Cypress, CA
- Wishing Tree Park, West Carson, CA
- Laguna Niguel Regional Park, Orange County, CA
- Orion Park, Chula Vista, CA
- T+C Public Park, San Diego, CA
- 14th Street Promenade, San Diego, CA
- Gamma Street Mini-Park ADA and Playground Improvements, San Diego, CA
- Skyline Hills Community Park ADA and Playground Improvements, San Diego, CA
- Olive Grove Community Park ADA and Playground Improvements, San Diego, CA
- Asian Art Museum, San Francisco, CA
- Cherryland Community Center, Alameda, CA
- CHP Crescent City, Crescent City CA
- Chrissy Field Restoration, San Francisco, CA
- Salinas Public Safety Center, Salinas, CA
- San Francisco Zoo African Savanna Exhibit, San Francisco, CA
- San Francisco Zoo Lemur Exhibit, San Francisco, CA
- Santana Row, San José, CA
- Ventura Community Park, Ventura, CA
- Villa Monserate Park ADA Improvements, San Diego, CA
- National Audio-Visual Conservation Center, Culpeper, VA



Bob Prasse

DIRECTOR OF ENVIRONMENTAL SERVICES | MIG

Bob Prasse has extensive knowledge and expertise in urban planning and environmental analyses. A college class on the economics of environment peaked Bob's interest in the factors affecting the built environment, which led to an over 35-year career working with public agencies and developers throughout Southern California. With his analysis, communications, and writing skills, Bob helps clients anticipate and adjust to changing conditions while still meeting project goals related to general and specific plans, zoning ordinances, development reviews, and entitlement services. In addition, he has managed, prepared, and processed CEQA and NEPA documentation for a wide range of planning projects, including large-scale mixed-use communities, public facilities, general plans, retail centers, and warehouse/logistics complexes.

EDUCATION

- MURP, University of Southern California
- BA, Public Affairs/Urban Planning, University of Southern California

SELECTED PROJECT EXPERIENCE

- Covina Town Center Specific Plan EIR, Covina, CA
- Cudahy General Plan EIR, Cudahy, CA
- Desert Hot Springs General Plan EIR, Desert Hot Springs, CA
- Duke Realty Warehouse EIR, San Bernardino County, CA
- Hemet Environmental Services On-Call, City of Hemet, CA
- Hesperia General Plan EIR, Hesperia, CA
- Indio Central Park and Public Safety Complex IS/MND, Indio, CA
- Majestic Chino Gateway EIR, Chino, CA
- Metropolis High-Density Residential Project EIR, City of Irvine, CA
- Monterey Park General Plan EIR, Monterey Park, CA
- Moreno Valley Environmental Services On-Call, City Moreno Valley, CA
- National Orange Show Industrial Park EIR, San Bernardino, CA
- Pine Ave. Connector Environmental Assessment, Chino, CA
- Rancho Los Lagos Specific Plan, Imperial County, CA
- Redlands Crossing (Walmart) EIR, Redlands, CA
- Rialto Commerce Center EIR, City of Rialto, CA
- San Bernardino County Environmental Services On-Call Services, San Bernardino County, CA
- Serena Park EIR Peer Review, Palm Springs, CA
- California Recycler Plastics-to-Fuel Conversion Plant IS/MND, Grand Terrace, CA
- Inland Center Dr. Warehouse IS/MND and Regulatory Permitting, San Bernardino, CA



Esmeralda García

COMMUNITY ENGAGEMENT SPECIALIST | MIG

Esmeralda García is a community planning and public outreach expert whose projects often tackle complex social and economic issues associated with public services and infrastructure, transportation, housing, and urban planning and design. Through her early volunteer work, she was exposed to community organizing and governance, which sparked her passion for collaborative engagement and inclusive decision-making. A co-director of MIG's Equity Studio, Esmeralda is widely recognized for her ability to reach and connect with communities of diverse backgrounds and cultures—many of whom are under-served and often go unheard. She combines her extensive experience in facilitation and strategic planning with her broad knowledge of planning and communications to bring people together to identify and resolve problems. With her fluency in Spanish and English, Esmeralda is uniquely positioned to articulate challenges, opportunities, and goals for both clients and constituents. Whether it's a freeway corridor impacting tens of thousands of residents and businesses or a neighborhood park serving a hundred families, she is dedicated to forging understanding and cooperation to find implementable solutions that improve the lives of everyone.

EDUCATION

- BA, Art History, California State University, Los Angeles

PROFESSIONAL AFFILIATIONS

- American Planning Association (APA)
- Transportation Research Board Environmental Justice Committee Member

SELECTED PROJECT EXPERIENCE

- Parks, Open Space, and Trails Master Plan, Santa Ana, CA
- Playhouse Village Park, Pasadena, CA
- Parks Master Plan, Irvine, CA
- LA County Parks Rural and Regional Needs Assessment, CA
- Parks & Recreation Facilities Master Plan, Westminster, CA
- Parks and Recreation Master Plan, Apple Valley, CA
- Parks and Recreation Master Plan, Kern County, CA
- Parks and Recreation Master Plan, South Gate, CA
- Parks, Recreation, and Arts Master Plan, Lancaster, CA
- Harbors, Beaches, and Parks Strategic Plan, Orange County, CA
- Comprehensive Parks Master Plan, Baldwin Park, CA
- Urban Greening Parks and Open Space Plan, Wasco, CA
- Open Space and Conservation Outreach, Pasadena, CA
- City of Riverside Vision and General Plan Update, Riverside, CA
- Beaches and Harbors Strategic Plan, Los Angeles County, CA
- Youth Master Plan, Temecula, CA
- Los Angeles-Pasadena Blue Line Light Rail Public Participation Services, Los Angeles, CA
- Urban Greening Parks and Open Space Plan, Wasco, CA

Bruce Kirby, PE, QSD/QSP

SENIOR CIVIL PROJECT MANAGER | BKF

Bruce Kirby has been involved in land development site engineering and is a professional engineer that has directed the design of many civic, recreational, institutional, educational, retail, commercial, industrial, and residential projects throughout southern California. These projects have included providing such services as preliminary engineering and backbone engineering design for the grading, roadway, storm drain, sewer, and water infrastructure required for several large master-planned community projects.

EDUCATION

- BS, Civil Engineering, California Polytechnic University, Pomona

REGISTRATION/CERTIFICATION

- Civil Engineer: CA #42393
- Qualified SWPPP Developer (QSD) & Practitioner (QSP) CA #20900
- Envision Sustainability Professional (ENV SP)

SELECTED PROJECT EXPERIENCE

- Evers Sports Park, Templeton, CA
- Laguna Niguel Regional Park, Laguna Niguel, CA
- Heritage Community Regional Park, Masterplan Update, Irvine, CA
- Mesa Marin Sports Complex Phase 3, Bakersfield, CA
- Silverlakes Sports Park, Norco, CA
- Aquatic and Recreation Center Project, Yucca Valley, CA
- Irvine Plaza Neighborhood Park, ADA Design, Irvine, CA

Davis Thresh, PLS

SURVEYOR | BKF

Davis Thresh is a Survey Principal, overseeing BKF's survey group. His survey experience spans over 38 years. Throughout his tenure with BKF, he has played a key role in many projects in both the public and private sectors. Davis has been the lead surveyor on numerous projects involving districts, cities, counties, and other local municipalities in California. He is responsible for management of all phases of land surveying including construction, aerial and conventional topographic and planimetric surveys, boundary analysis and resolutions, right-of-way engineering, as-built surveys, digital terrain modeling, directing field and office survey efforts, contract document preparation, cost estimation, and contract administration. He provides coordination with clients, other professional consultants, and reviewing agencies.

EDUCATION

- Surveying, Diablo Valley College, Pleasant Hill, CA

REGISTRATION/CERTIFICATION

- Professional Land Surveyor: CA #6868

SELECTED PROJECT EXPERIENCE

- Lambert Park Renovation Project, El Monte, CA
- Jeffrey/Walnut Intersection Improvements, Irvine, CA
- Lakewood/Florence Intersection Improvements, Downey, CA
- Pico Rivera Regional Bikeway, Pico Rivera, CA
- Hecker Pass Family Adventure Amusement Park, Gilroy, CA
- San José Redevelopment Agency Projects, Fountain Alley Pedestrian Mall and Parking Lot, Guadalupe River Park, and Confluence East Park, San José, CA
- Roosevelt Park Community Center, San José, CA
- San Lorenzo River Multi-Purpose Trail / Bike-Ped Underpass, Santa Cruz, CA

Mark Griggs, PE

MECHANICAL ENGINEER | BUDLONG

Mark Griggs brings to Budlong his mechanical engineering experience in conducting and coordinating the planning, design, construction, and alteration of HVAC systems in buildings, facilities, and other structures. He reviews and recommends action on engineering and construction documents to ensure compliance with applicable codes and policies of different municipalities or localities. His responsibilities include performing cooling/heating load and static calculations, and coordinating communication with architects and engineers to identify and share information to achieve overall construction goals and ultimately meet deadlines on time.

EDUCATION

- BS, Mechanical Engineering, University of Texas at Austin, Texas

REGISTRATIONS

- Professional Engineer: CA #M34760, CO #M34743

SELECTED PROJECT EXPERIENCE

- Columbia Space Center, Downey, CA
- Port of Long Beach, Long Beach, CA
- Los Angeles Union Station, Los Angeles, CA
- Ongoing Services Contract, City of Denver, CO
  - Administration Services
  - City-owned buildings
  - Transportation depots
- Los Angeles International Airport, Los Angeles, CA
- Inglewood City Hall Generator Upgrade, Inglewood, CA

Medel Bartolome, PE

ELECTRICAL ENGINEER | BUDLONG

Medel Bartolome has over 35 years of experience in designing engineering systems and elements including low voltage (Data, PA, Tel, Security, CCTV, CATV, Access Control, Sound Systems) and Fire Alarm systems. He has designed electrical systems for commercial, industrial, healthcare, educational, residential, and public/institutional facilities.

Medel is responsible for the coordination, design, development, written specifications, cost estimates, construction observation, and equipment selection for electrical engineering projects.

EDUCATION

- BS, Electrical Engineering, Nueva Ecija University of Science and Technology, Cabanatuan City, Philippines

SELECTED PROJECT EXPERIENCE

- Columbia Space Center, Downey, CA
- Beverly Hills City Hall Tower Additional MEP Services Beverly Hills, CA
- Glendale Maintenance Building, Glendale, CA
- Covina Transit Plaza, Covina, CA
- Inglewood City Hall Generator Upgrade, Inglewood, CA
- Foothill Transit Agency West Covina Park & Ride, West Covina, CA
- Metro Training Center, Los Angeles, CA

Hashmi Quazi, PhD, PE, GE

PRINCIPAL GEOLOGIST | CONVERSE

Dr. Hashmi Quazi has over 36 years of experience providing geotechnical engineering services and has earned a reputation for providing quality work in an honest and ethical manner, on time and within budget for public buildings, playgrounds, recreation facilities, and other related project types.

EDUCATION

- PhD, Civil Engineering, University of Arizona
- MS, Civil Engineering, Arizona State University
- BS, Bangladesh Engineering University

REGISTRATION/CERTIFICATION

- Civil Engineer: CA #46651
- Geotechnical Engineer: CA #2517

SELECTED PROJECT EXPERIENCE

- La Placita Parkette, Placentia, CA
- Arnold Cypress Park, Cypress, CA
- 6th Street and Lacy Street Park, Santa Ana, CA
- Mary Van Dyke Park Improvements, South El Monte, CA
- Concourse and Mountain View Parks, Lake Forest, CA

Robert Gregorek, PG, CEG

SENIOR GEOLOGIST | CONVERSE

Robert Gregorek has over 44 years of experience on geologic, environmental, and geotechnical aspects of a variety of transportation, pipeline, storm drain, and other related project types. His experience includes coordination and quality control of observations and testing of bedrock, soils, and materials during grading; geologic field mapping; excavatability/rippability studies; groundwater studies; evaluation of geologic and seismic hazards; review of geologic, environmental, and geotechnical reports; expert witness for distress evaluations of site conditions; structures; evaluation of settlement potential; and expansive/corrosive characteristics of soils.

EDUCATION

- BA, Earth Science, California State University, Fullerton
- MS, Program, Engineering Geology, California State University, Los Angeles

REGISTRATION/CERTIFICATION

- Professional Geologist: CA #PG 3965
- Certified Engineering Geologist: CA #CEG 1257
- OSHA 29 CFR 1910.120(e) 40-hour Hazardous Waste Operations Health and Safety

SELECTED PROJECT EXPERIENCE

- North Park Improvements, Yucca Valley, CA
- March Field Skatepark, Moreno Valley, CA
- Nicholson Neighborhood Park, San Bernardino, CA
- Glen Helen Bridge Replacement, San Bernardino, CA



Westminster Méndez Tribute Monument Park and Freedom Trail

MIG designed a new park and trail honoring Gonzalo and Felícitas Méndez, who led a precedent-setting civil rights case when their children were turned away from a Westminster elementary school in 1944 because of their Mexican heritage. The landmark 1947 desegregation decision in Méndez v. Westminster paved the way for the historic 1954 Brown v. Board of Education Supreme Court case that ended school segregation in the U.S.

MIG worked with the City and community of Westminster and the Orange County Department of Education (OCDE) to create a place that pays tribute to the Méndez family and other social justice leaders. The 0.2-acre park site features sculptures and art pieces by Los Angeles artist Ignacio Gomez, a plaza with seating, and an interactive station with interpretive panels and augmented reality (AR) experiences to share this little-known story that opened doors to education for generations of students. MIG developed an integrated web app that enables AR and tells the story in Spanish and Vietnamese in text, audio, and video using closed captions.

For the 2.5-mile Freedom Trail leading to the park, MIG designed an immersive experience with additional interpretive signage and interactive components highlighting social justice advocates and civil rights leaders, including the Méndez family, Martin Luther King, Abraham Lincoln, and César Chavez. As part of the partnership, OCDE is creating content and curriculum for the park and the trail.

MIG's design not only helps to preserve history, but also the environment with the use of recycled materials for site furniture, drought-tolerant planting, water-saving irrigation, and a dry creek bed and depressed planting areas for onsite stormwater capture.

PROJECT DETAILS

Firm: MIG

Client: City of Westminster

Location: Westminster, CA

Reference: Adolfo Ozaeta
Interim Assistant to the City Manager/
Transportation Manager,
City of Westminster
(714) 548-3462
aozaeta@westminster-ca.gov

Dates: 2019–2021








MENDEZ V WESTMINSTER
TRUTH • CIVIL RIGHTS
EQUALITY • LIFE • LIBERTY
THE PURSUIT OF HAPPINESS


EQUAL



Downey Parks Renovations

The citizens of Downey passed a local bond to renovate and upgrade major public facilities in the City, including four popular community parks: Apollo, Dennis the Menace, Golden, and Wilderness Parks. MIG was hired to prepare design development plans and construction documents for the landscape, hardscape, irrigation, synthetic sports fields, and building access improvements, as well as construction support services.

Wilderness Park has been a popular passive escape for residents and visitors for over five decades. Heavy use and "loved-to-death" wear at the park prompted the City to include the renovation of Wilderness Park in their successfully supported City Bond with additional funding from the Rivers and Mountains Conservancy and a Habitat Conservation Wetlands grant. MIG was selected by the City to lead the creation of a renovation concept plan, design development, construction documents, and construction support services.

Additionally, two ponds, as the major draw to the 20-acre Wilderness Park, significantly influenced the renovation scope. The ponds were redesigned to improve water quality; introduce a more riparian edge that is habitat friendly to wildlife; and enhance the pedestrian experience with meandering walks, bridge crossings, overlook decks, and convenient viewing benches. Expansive turf areas were converted to drought-tolerant shrub and groundcover areas to attract birds, butterflies, and pollinators.

PROJECT DETAILS

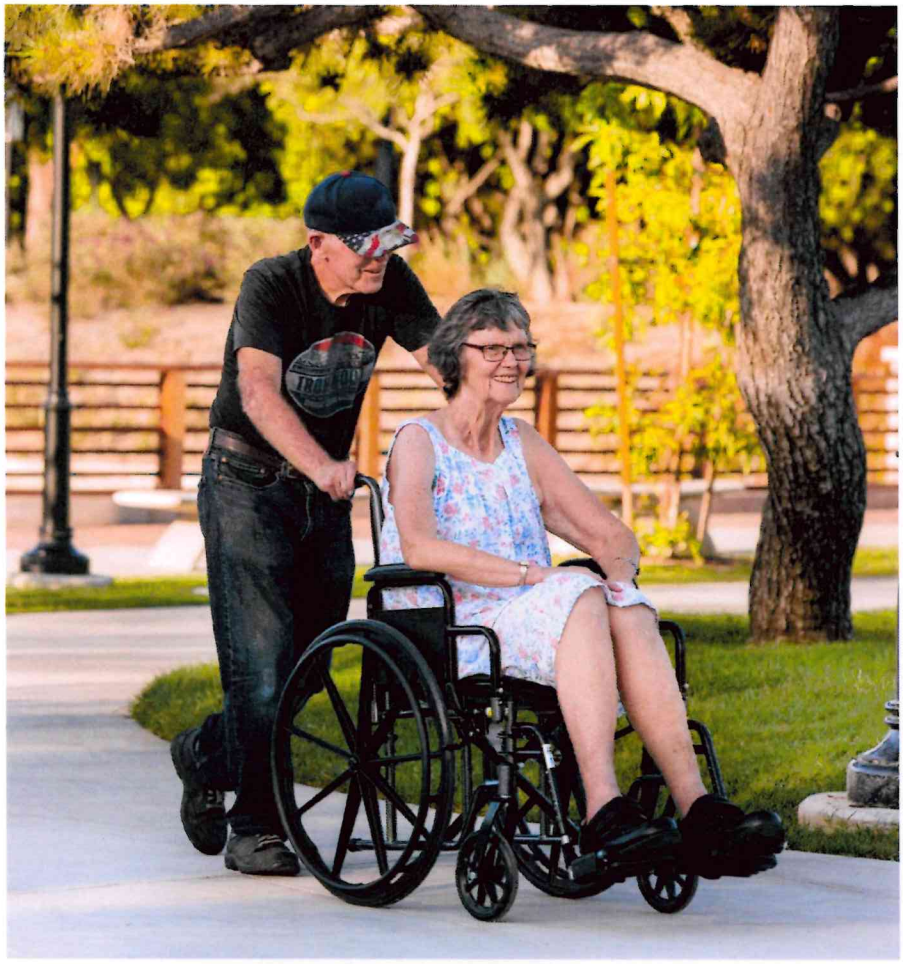
Firm: MIG

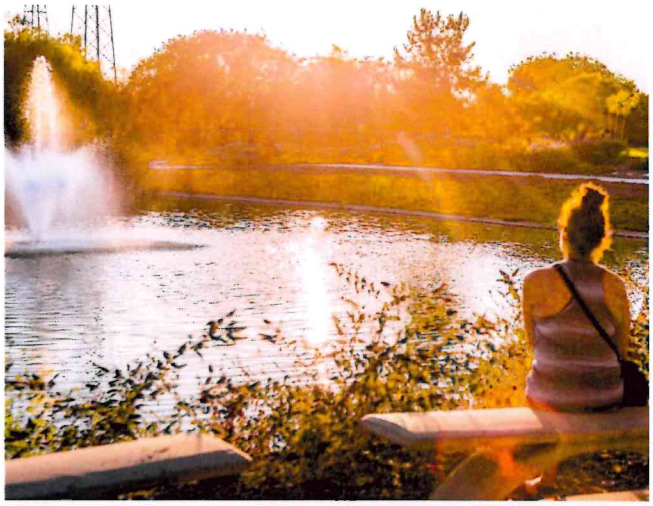
Client: City of Downey

Location: Downey, CA

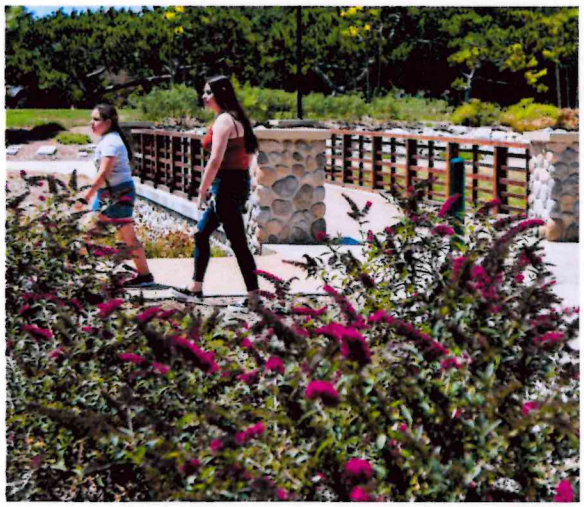
Reference: Edwin Norris,
Deputy Director of Public Works
City of Downey
(562) 904-7110
enorris@downeyca.org

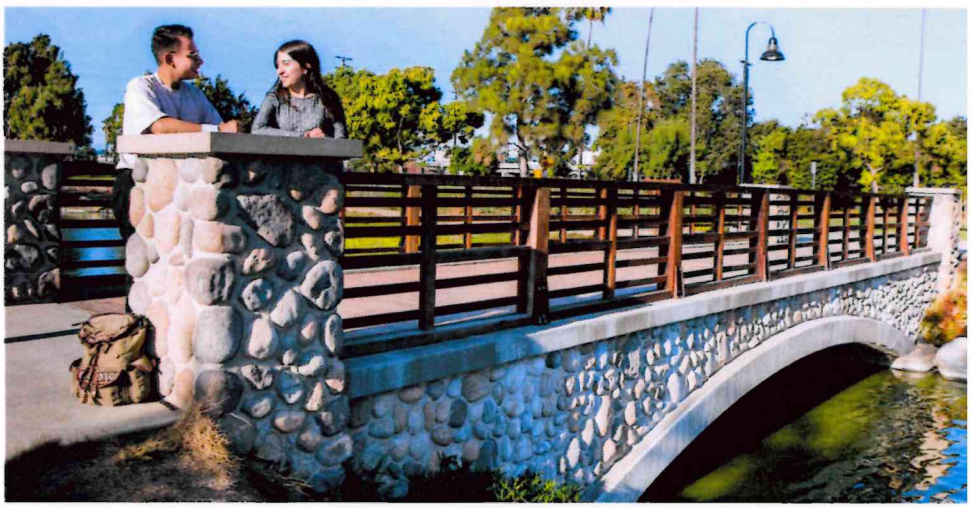
Dates: 2018–2020

















Desiderio Park

Desiderio Park is a City-owned park on the edge of the Lower Arroyo Seco. A former Army Reserve Center that was decommissioned in 2005, the park has been in the planning stages since 2007. In 2017, MIG worked with the City of Pasadena to develop and refine the park concept in order to create construction documents for bidding and implementation.

The neighborhood park is traversed by the Colorado Street Bridge, and includes walking paths, shade trees and drought-resistant plantings, a naturalized creek feature that spans the park for drainage, a children's playground area and picnic shelter, picnic areas dispersed throughout the park, and a small parking area. Craftsman-themed fencing and natural construction materials such as native river stone enhance the park and tie the park thematically to its setting and context within the Arroyo.

PROJECT DETAILS

Firm: MIG

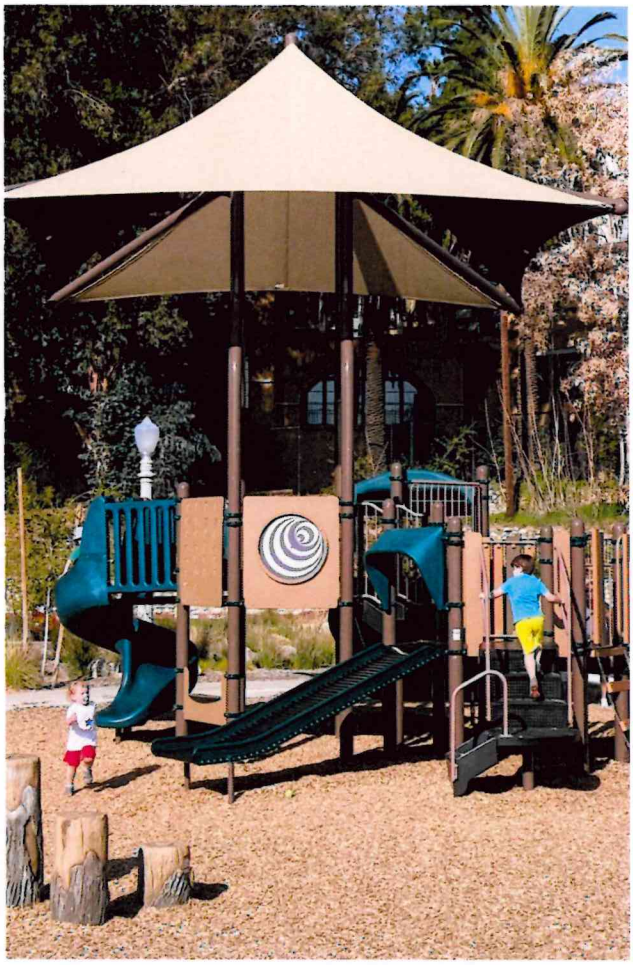
Client: City of Pasadena

Location: Pasadena, CA

Reference: Jeff Kuhn
Public Works, City of Pasadena
(626) 744-7389
jkuhn@cityofpasadena.net

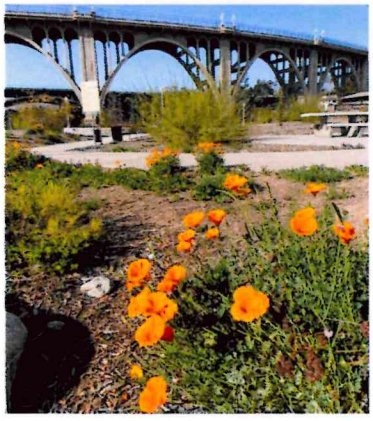
Dates: 2015–2018





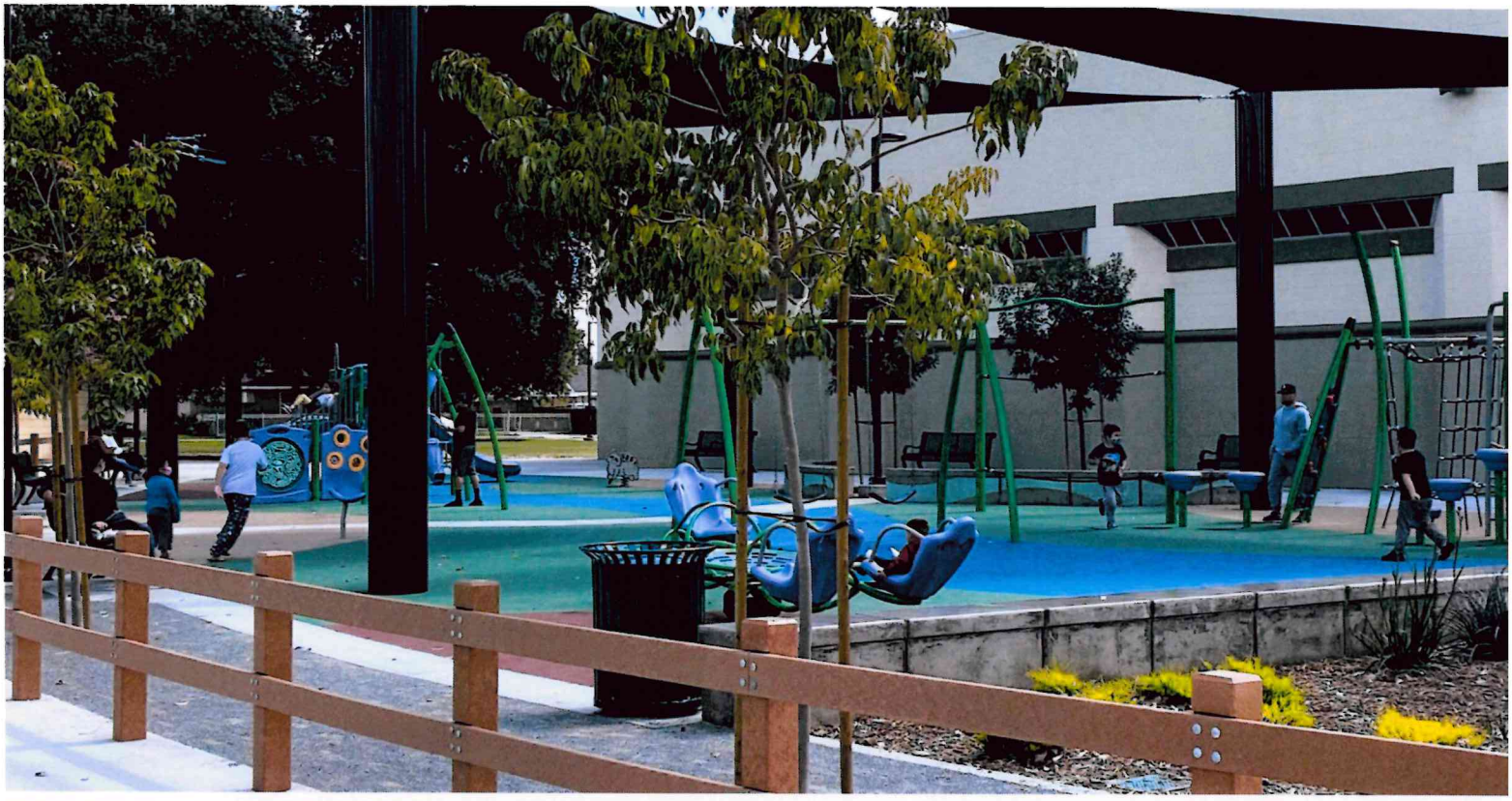

DESIDERIO
NEIGHBORHOOD PARK
CITY OF PASADENA











Lambert Park, Phase I

MIG prepared a refined Master Plan and construction drawings and provided construction support for this multiphase park renovation project. The first phase renovations included a restroom concession building, play area, fitness zone, multi-use plaza, walking trails, parking lot improvements, security lighting, planting and irrigation, and a monument sign.

The first phase of construction was completed in November 2020. Pending funding, the second phase improvements will include three ball fields, group shade shelter, perimeter walking trail, irrigation, and planting.

PROJECT DETAILS

Firm: MIG

Client: City of El Monte

Location: El Monte, CA

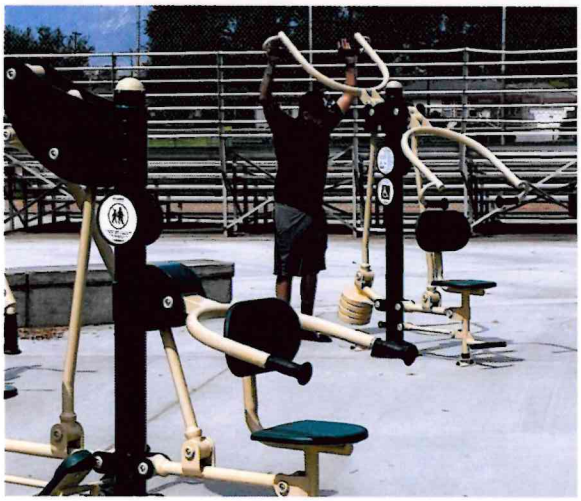
Reference: Alan Palermo
Consulting Project Manager
(310) 717-3244
alanmpal@gmail.com

Dates: 2018–2020









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Layne Park Revitalization Project



With the Layne Park Revitalization Project, San Fernando is embracing an opportunity to address resident demand while simultaneously creating a signature neighborhood park that not only bolsters community identity and civic pride, but also provides a place for active sports and recreation in the city core. The objective of Layne Park's revitalization is to enhance park amenities that will provide greater recreational opportunities for the surrounding community, provide employment or volunteer opportunities for residents, and incorporate environmental elements for efficient use of water and other natural resources. The Statewide Park Development and Community Revitalization Grant Program is funding the project.

MIG was hired to provide design services for Layne Park's program elements and deliver a construction documents package (plans, specifications, estimate), suitable for bidding that provides a single, cohesive community park program and layout. Program elements include:

- Playground renovation for ADA accessibility and additional shading
- Basketball court with LED, solar-powered lighting
- Artificial turf soccer field with LED, solar-powered lighting
- New landscape areas and bioswales with non-invasive and drought-tolerant planting and irrigation improvements including smart Irrigation with ground sensors
- Restroom building powered by solar panels



PROJECT DETAILS

Firm: MIG

Client: City of San Fernando

Location: San Fernando, CA

Reference: Julian Venegas, Director of Recreation and Community Services (818) 898-1290 | jvenegas@sfcity.org

Dates: 2020–Ongoing



Firestone Boulevard Streetscape

The City of Downey initiated a project to revitalize approximately 1.25 miles of Firestone Boulevard from Old River School Road to Brookshire Avenue. MIG staff prepared design development plans and construction documents for the landscape, hardscape and irrigation in October of 2013. The landscape design consisted of water wise median planting and pockets of parkway planting and tree wells. The hardscape design consisted of interlocking pavers, colored concrete and new concrete walkways as well as ADA ramps at intersections. We also coordinated with the City's electrical engineer for vehicular and pedestrian lighting.

The design took business storefront access and pedestrian flow into account. Custom concrete walls with hardwood seating with pockets of planting were incorporated to provide gathering and resting spots along the downtown sidewalk while providing a buffering affect from the vehicular traffic. Various fields of interlocking pavers were used to define the seating areas and main pedestrian walkway. Planted pots and street furniture were also included in the design blending the design elements from the hardscape.

Inspirational quotes were used in the custom walls with seating as well as the City's new logo. Custom bike racks also incorporated the City's logo.

PROJECT DETAILS

Firm: MIG

Client: City of Downey

Location: Downey, CA

Reference: Edwin Norris
Deputy Director
Department of Public Works
City of Downey
(562) 904-7110
enorris@downeyca.org

Dates: 2014–2019


SPEED
LIMIT
35

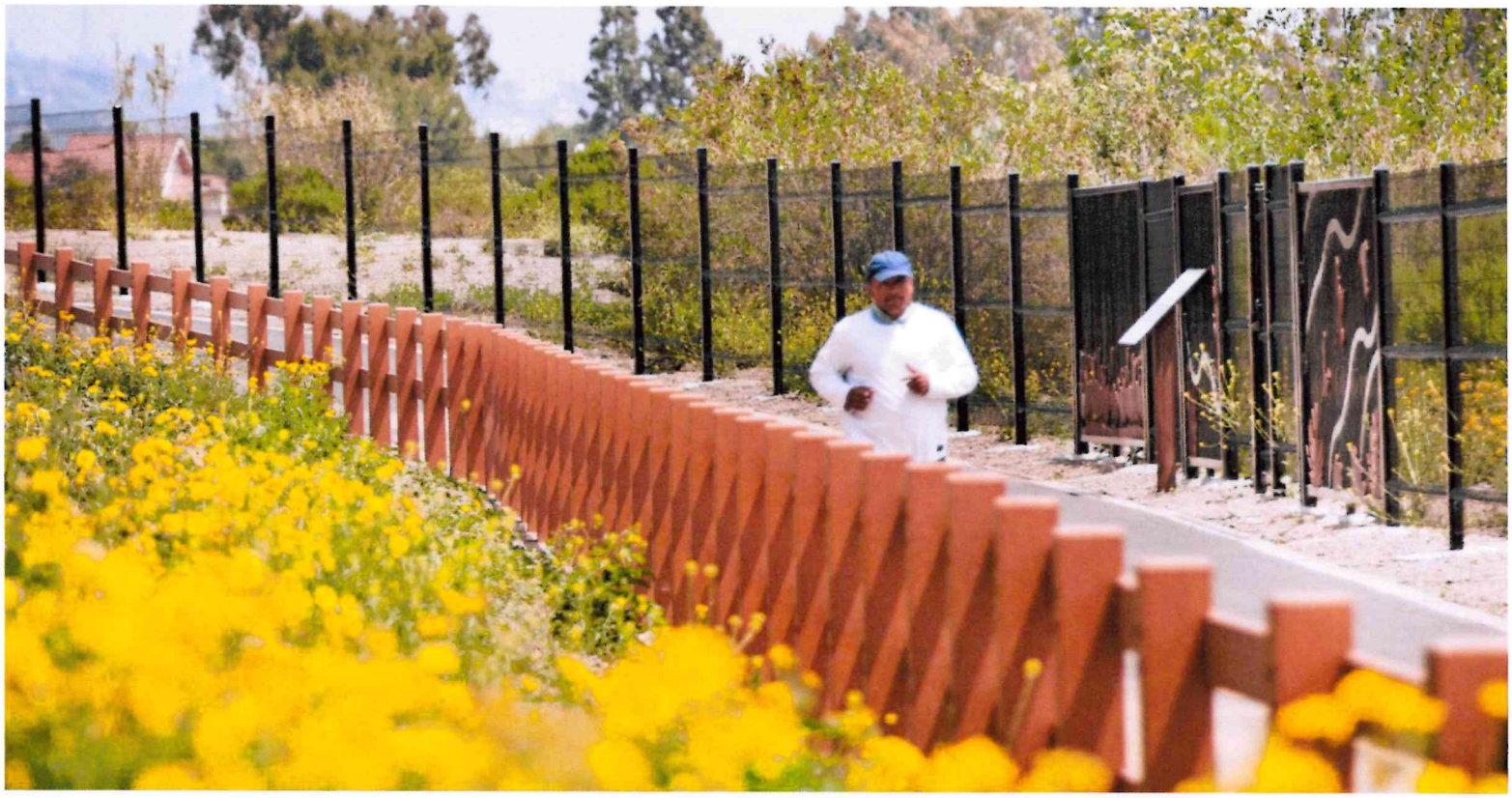

Downey
Metro


DOWNTOWN


DOWNTOWN
MITSUBISHI







Anaheim Coves Multi-Use Trail

Anaheim Coves, formerly Burris Basin, was a commercial source for sand and gravel before the Orange County Water District (OCWD) bought and transformed the quarry pit into a groundwater recharge basin. Located adjacent to the Santa Ana River between Lincoln Avenue and Ball Road, it has been a very successful recharging facility and an important part of OCWD's water management system for decades. Through the years, it has also become a habitat for migrating waterfowl that seek refuge and feed on the fish that live in the basin. The City of Anaheim, with input from the neighboring community and support from State funding, saw this as an opportunity to provide a natural passive recreation experience as a developed interpretive trail along the banks of the reservoir basin.

MIG developed a master plan and construction documents to create a universally accessible trail with viewing decks, interpretive signage, and California native plantings. From a safe distance, visitors are able to enjoy the wildlife and 14 acres of open space around the basin. Due to the ongoing issue of improper maintenance for native planting, training of landscape maintenance staff was included in the specifications. This training portion of the specifications was developed as a living document that can be updated as the project matures.

Phase I was a recipient of a Southern California Chapter ASLA Quality of Life Award. MIG was subsequently awarded the contract to provide services from design through construction for Phase II, the northern extension of this project, which was recently completed.

PROJECT DETAILS

Firm: MIG

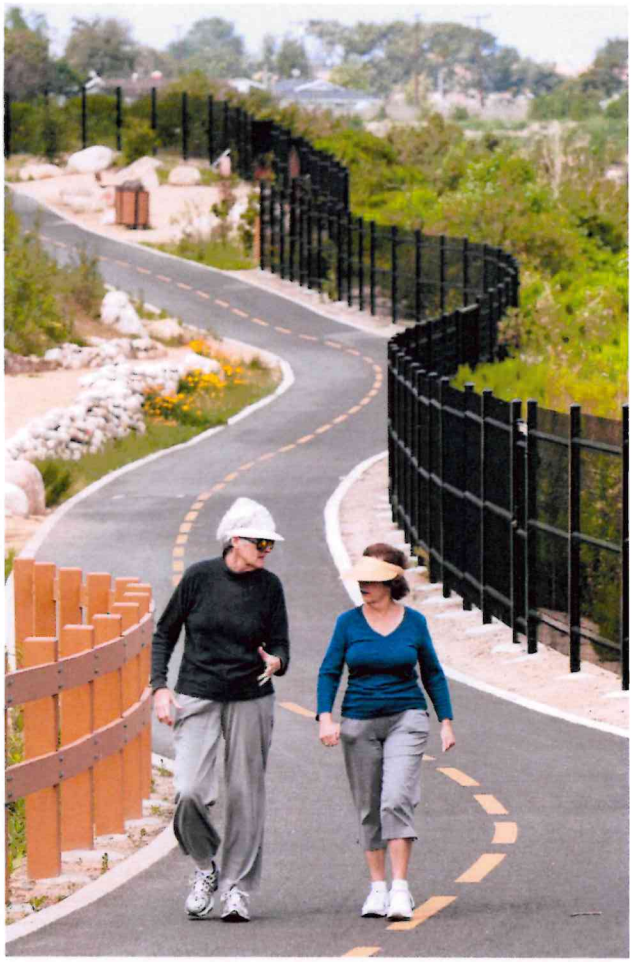
Client: City of Anaheim

Location: Anaheim, CA

Reference: Pamela Galera, former Principal Project Planner, City of Anaheim/current Director of Parks, Recreation, and Community Services, City of Riverside
(951) 826-2075
pgalera@riversideca.gov

Dates: 2011 – 2019










coves



Centennial Dog Park

Working with the MIG-led consultant team, BKF Engineers is providing civil engineering services for the City of Santa Ana's first public dog park. The development of the project includes three separate offleash spaces for large, small and elderly dogs.

PROJECT DETAILS

Firm: BKF

Client: City of Santa Ana Public Works

Location: Santa Ana, CA

Reference: Isabel Gomez, Assistant Engineer
City of Santa Ana Public Works
(714) 647-5631 | Igomez@santa-ana.org

Dates: 2023–2025 (estimated completion)

Irvine Hicks Canyon Park

BKF was responsible for providing civil engineering design services for improvements within the approximately 16.7-acre Irvine Hicks Canyon Park. The project included the development of two newly lighted permanent batting cages with concrete pad for storage, ADA pathways, and benches; and four new fenced bull pens with pitchers' mounds.

PROJECT DETAILS

Firm: BKF

Client: City of Irvine

Location: Irvine, CA

Reference: Deby Platt, Community Service Administrator, City of Irvine
(949) 724-6685 | dplatt@cityofirvine.org

Dates: 2019





Ruben Salazar Memorial Park

Ruben Salazar County Memorial Park is located in a critically underserved community with insufficient park access. Over several decades, a lack of large-scale, comprehensive investment has left the site disjointed and with aging infrastructure that cannot meet the recreational needs of the surrounding community. The multi-phase renovation is a major renovation of the park that will implement a community-led vision for a safer, more inclusive park.

PROJECT DETAILS

Firm: Budlong

Client: Los Angeles County Parks and Recreation

Location: Los Angeles, CA

Reference: Claire Brown, RLA, Associate Principal
SALT Landscape Architects | (213) 234-0057

Dates: 2022–Ongoing

Whittier Aquatic Center

The Whittier Aquatic Center Development Project will consist of site preparation and construction of an aquatic center which shall include an Olympic-size competition swimming pool, a practice pool, and an Aquatic Center building. This building includes a lobby/check-in area, staff observation room, dressing/restroom facilities, storage, an instructional classroom, and related improvements. Adequate parking and secure perimeter will also be incorporated as part the project. Budlong is providing the MEP/FLS engineering design services.

PROJECT DETAILS

Firm: Budlong

Client: Los Angeles County Parks and Recreation

Location: Whittier, CA

Reference: Janvi Kanani, AIA, Project Architect, IBI
(213) 769-0011 ext. 56104 | Janvi.Kanani@ibigroup.com

Dates: 2020–Ongoing

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/14/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
AssuredPartners Design Professionals Insurance Services, LLC
3697 Mt. Diablo Blvd Suite 230
Lafayette CA 94549

License#: 6003745

CONTACT NAME: Jo Lusk
PHONE (A/C, No, Ext): 510-272-1465 **FAX (A/C, No):**
E-MAIL ADDRESS: CertsDesignPro@AssuredPartners.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : BERKLEY INSURANCE COMPANY	32603
INSURER B : Travelers Property Casualty Company of America	25674
INSURER C : The Travelers Indemnity Company of Connecticut	25682
INSURER D : The Travelers Indemnity Company	25658
INSURER E :	
INSURER F :	

INSURED
MIGINC0-01
MIG, Inc.
Moore Iacofano Goltsman, Inc.
800 Hearst Ave
Berkeley CA 94710

COVERAGES **CERTIFICATE NUMBER:** 1131571936 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR X Contractual Liab [ ] Included GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	6801H899998	8/31/2023	8/31/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
C	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	BA0S579947	8/31/2023	8/31/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
B	X **UMBRELLA LIAB** [X] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0	Y	Y	CUP0H758762	8/31/2023	8/31/2024	EACH OCCURRENCE AGGREGATE $	$ 10,000,000 $ 10,000,000 $
D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	UB2L553909	8/31/2023	8/31/2024	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Professional Liability & Contr. Pollution Liab Included			AEC907002005	8/31/2023	8/31/2024	Per Claim/5,000,000 Included	$5,000,000/Aggr

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Umbrella Liability policy is a follow-form to its underlying Policies: General Liability/Auto Liability/Employers Liability.
Project #5628.00, Placentia On Call
The City of Placentia and its elected and appointed boards, officers, officials, agents, employees, and volunteers are named as an additional insured as respects general liability and auto liability as required per written contract. General Liability is Primary/Non-Contributory per policy form wording. Insurance coverage includes waiver of subrogation per the attached endorsement(s).

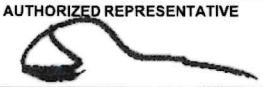
CERTIFICATE HOLDER

City of Placentia
Attn: Elsa Robinson
401 E. Chapman Ave.
Placentia CA 92870

CANCELLATION 30 Day Notice of Cancellation

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Names of Additional Insured Person(s) or Organization(s):

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part, provided that such written contract was signed by you before,and is in effect when, the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

Location of Covered Operations:

Any project to which a written contract with the Additional Insured Person(s) or Organization(s) in the Schedule applies.

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring, or "personal injury" or "advertising injury" arising out of an offense committed, after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part for "bodily injury" or "property damage" included in the products-completed operations hazard, provided that such contract was signed by you before, and is in effect when, the "bodily injury or "property damage" occurs.

Location And Description Of Completed Operations
Any project to which a written contract with the Additional Insured Person(s) or Organization(s) in the Schedule applies.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

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c. **Method Of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

d. **Primary And Non-Contributory Insurance If Required By Written Contract**

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

(1) The "bodily injury" or "property damage" for which coverage is sought occurs; and

(2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. **Premium Audit**

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. **Representations**

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. **Separation Of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

8. **Transfer Of Rights Of Recovery Against Others To Us**

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. **When We Do Not Renew**

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

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occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

(b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph **2.**, **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph **2.a.(1)** of Section **II** – Who Is An Insured.

K. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph **7.** of **SECTION III – LIMITS OF INSURANCE**:

7. Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

a. $10,000; or

b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY

The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage **A** or Coverage **B**.

M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to Paragraph **8.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" that occurs; or

b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. BROAD FORM NAMED INSURED

B. BLANKET ADDITIONAL INSURED

C. EMPLOYEE HIRED AUTO

D. EMPLOYEES AS INSURED

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

G. WAIVER OF DEDUCTIBLE – GLASS

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

J. PERSONAL PROPERTY

K. AIRBAGS

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

M. BLANKET WAIVER OF SUBROGATION

N. UNINTENTIONAL ERRORS OR OMISSIONS

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c.** in **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section **II**.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph **b.** in **B.5.**, **Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

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permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   (2) Up to $3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph **(5)** in Paragraph **B.7.**, **Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C.**, Limits Of Insurance, of SECTION **II** – COVERED AUTOS LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C.**, Limits Of Insurance, of SECTION **II** – COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

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You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

(d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D.**, **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b.**, **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is $65 per day, to a maximum of $750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a.**, **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph **A.4.**, **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to $400 for "loss" to wearing apparel and other personal property which is:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph **B.3.**, **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;

b. The airbags are not covered under any warranty; and

c. The airbags were not intentionally inflated.

We will pay up to a maximum of $1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

(a) You (if you are an individual);

(b) A partner (if you are a partnership);

(c) A member (if you are a limited liability company);

(d) An executive officer, director or insurance manager (if you are a corporation or other organization); or

(e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS** :

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

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such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph **A.1.c.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **B.5.**, **Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

   Regardless of the provisions of paragraph a. and paragraph **d.** of this part **5. Other Insurance,** this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

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TRAVELERS

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 76 (A) –

POLICY NUMBER: UB2L553909

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT – CALIFORNIA (BLANKET WAIVER)

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

The additional premium for this endorsement shall be % of the California workers' compensation premium.

Schedule

Person or Organization	**Job Description**
Any Person or organization for which the insured has agreed by written contract executed prior to loss to furnish this waiver.	

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Insurance Company
The Travelers Indemnity Company

Countersigned by _____

DATE OF ISSUE: 11/14/2023

CITY OF PLACENTIA
PROFESSIONAL SERVICES AGREEMENT
WITH
HIRSCH & ASSOCIATES, INC.

THIS AGREEMENT is made and entered into this 21ST day of November, 2023 ("Effective Date"), by and between the CITY OF PLACENTIA, a municipal corporation ("City"), and Hirsch & Associates, Inc., a California corporation ("Consultant").

W I T N E S S E T H:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide on-call landscape architecture and design services as more fully described herein; and

B. WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. WHEREAS, City and Consultant desire to contract for the specific services described in Exhibit "A" (the "Project") and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in Consultant's Proposal ("Proposal"), attached hereto as Exhibit "A" and incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement. Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. Officers and employees shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City and within the hereinafter specified. Evaluations of the work will be done by the City Administrator or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

(a) Meet with Consultant to review the quality of the work and resolve the matters of concern;

(b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or

(c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.5. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. 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. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, a notice setting forth provisions of this non-discrimination clause.

Consultant shall, in all solicitations and advertisements for employees placed by, or on behalf of Consultant shall state that all qualified applicants will receive consideration for employment without regard to age, race, color, religion, sex, marital status, national origin, or mental or physical disability. Consultant shall cause the paragraphs contained in this Section to be inserted in all subcontracts for any work covered by the Agreement, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense. All insurance requirements contained in this Agreement are independently applicable to any and all subcontractors that Consultant may engage during the term of this Agreement.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have

access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "A." Consultant's total compensation shall not exceed Three Hundred Fifty Thousand Dollars ($ 350,000.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal or which is inconsistent with or in violation of the provisions of this Agreement unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable. Should the City request in writing additional services that increase the hereinabove described "SCOPE OF SERVICES", an additional fee based upon the Consultant's standard hourly rates shall be paid to the Consultant for such additional services.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the Effective Date.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit "A." The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party. If a delay beyond the control of the Consultant is encountered, a time

extension may be mutually agreed upon in writing by the City and the Consultant. The Consultant shall present documentation satisfactory to the City to substantiate any request for a time extension.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of three years, ending on November 21, 2026, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. One (1) two-year extension is available on Consultant performance and at the discretion of the City. Approval of the term extension is contingent upon City Council review and approval at the conclusion of the initial three-year term.s

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing at least fifteen (15) days prior written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City. If the City suspends, terminates or abandons a portion of this Agreement such suspension, termination or abandonment shall not make void or invalidate the remainder of this Agreement.

If the Consultant defaults in the performance of any of the terms or conditions of this Agreement, it shall have ten (10) days after service upon it of written notice of such default in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

The City shall have the right, notwithstanding any other provisions of this Agreement, to terminate this Agreement, at its option and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement, immediately upon service of written notice of termination on the Consultant, if the latter should:

a. Be adjudged a bankrupt;

b. Become insolvent or have a receiver of its assets or property appointed because of insolvency;

c. Make a general assignment for the benefit of creditors;

d. Default in the performance of any obligation or payment of any indebtedness under this Agreement;

e. Suffer any judgment against it to remain unsatisfied or unbonded of record for thirty (30) days or longer; or

f. Institute or suffer to be instituted any procedures for reorganization or rearrangement of its affairs.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including

the date of City's written notice of termination within thirty-five (35) days after service of the notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant. City shall not be liable for any claim of lost profits.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

(a) Broad-form commercial general liability, in a form at least as broad as ISO from #CG 00 01 04 13, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars ($1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit. If Consultant maintains higher limits that the specified minimum limits, City requires and shall be entitled to coverage for the high limits maintained by the Consultant.

(b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars ($1,000,000.00), combined single limits, each incident for bodily injury and property damage.

(c) Workers' compensation insurance as required by the State of California and Employers Liability Insurance with a minimum limit of $1,000,000 per accident for any employee or employees of Consultant. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers for losses arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

Before execution of this Agreement by the City, the Consultant shall file with the Public Works Director/City Engineer the following signed certification:

> I am aware of, and will comply with, Section 3700 of the Labor Code, requiring every employer to be insured against liability of Workers' Compensation or to undertake self-insurance before commencing any of the work.

The Consultant shall also comply with Section 3800 of the Labor Code by securing, paying for and maintaining in full force and effect for the duration of this Agreement, complete Workers' Compensation Insurance, and shall furnish a Certificate of Insurance to the Public Works Director/City Engineer before execution of this Agreement by the City. The City, its officers and employees shall not be responsible for any claims in law or equity occasioned by failure of the consultant to comply with this section.

Neither the CITY nor any of its elected or appointed officials, officers, agents, employees, or volunteers makes any representation that the types of insurance and the limits specified to be carried by Consultant under this Agreement are adequate to protect Consultant. If Consultant believes that any such insurance coverage is insufficient, Consultant shall provide, at its own expense, such additional insurance as Consultant deems adequate.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions as worded below:

(a) Additional insureds: "The City of Placentia and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."

(b) Notice: "Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required polices are reduced; (3) or the deductible or self-insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, Consultant shall forthwith obtain and submit proof of substitute insurance. Should Consultant fail to immediately procure other insurance, as specified, to substitute for any canceled policy, the City may procure such insurance at Consultant's sole cost and expense."

(c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Placentia, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Placentia shall be excess and not contributing with the insurance provided by this policy."

(d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Placentia, its officers, officials, agents, employees, and volunteers.

(e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self-Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance and endorsements shall be attached hereto as Exhibit "B" and incorporated herein by this reference.

5.5. Non-limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Administrator or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement. It shall be the Consultant's responsibility to assure that the Project Manager is kept informed of the progress of the performance of the services and the Consultant shall refer any decision, which must be made by City, to the Project Manager. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Project Manager.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement and who shall not be

changed by Consultant without the express written approval by the City. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement, or the work hereunder may be provided by personal delivery, facsimile or if mailed, shall be addressed as set forth below and placed in a sealed envelope, postage prepaid, and deposited in the United States Postal Service. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 72 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:	IF TO CITY:
Hirsch & Associates, Inc. 2221 East Winston Road, Suite A Anaheim, CA 92806 Tel: 714-776-4340	City of Placentia 401 E. Chapman Placentia, CA 92870 Tel: 714-993-8132
Attn: Charles Foley	Attn: Chris Tanio

6.5. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.6. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California. Consultant agrees to submit to the personal jurisdiction of such court in the event of such action.

6.7. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.8. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings brought against the City, its elected and appointed officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence, recklessness, or willful misconduct by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint,

or suit asserts as its basis the negligence, recklessness, or willful misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.9. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

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

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

6.11. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.12. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, preliminary notes, working documents, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City but shall be made available to the City within ten (10) days of request or within ten (10) days of termination. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, preliminary notes and working documents, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City. Consultant or Consultant's agents shall execute such documents as may be necessary from time to time to confirm City's ownership of the copyright in such documents.

6.13. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.14. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.15. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.16. Prohibited Employment. Consultant will not employ any regular employee of City

while this Agreement is in effect.

6.17. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, the conflict shall be resolved by giving precedence in the following order, if applicable: This Agreement, the City's Request for Proposals, the Consultant's Proposal.

6.18. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.19. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.20. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.21. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.22. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.23. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. 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. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.24. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.25. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF PLACENTIA,
A municipal corporation

_____ Date: _____
Damien R. Arrula, City Administrator

ATTEST:

_____
Robert S. McKinnell, City Clerk

CONSULTANT – Hirsch & Associates, Inc.

Charles Foley
_____ Date: 11/8/2023
Signature

Charles Foley
_____
Charles Foley, President

330299754
_____
Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

_____ Date: _____
Christian L. Bettenhausen, City Attorney

APPROVED AS TO INSURANCE:

_____ Date: _____

Krystle Murillo, Risk Manager

APPROVED AS TO CONTENT:

Chris Tanio

_____ Date: 11/8/2023

Chris Tanio, Deputy Director/City Engineer

DEPARTMENTAL APPROVAL:

Luis Estevez

_____ Date: 11/8/2023

Luis Estevez, Deputy City Administrator

EXHIBIT A

CONSULTANT'S PROPOSAL AND SCOPE OF WORK

EXHIBIT B

CERTIFICATES OF INSURANCE AND ENDORSEMENTS

HIRSCH & ASSOCIATES, INC.
LANDSCAPE ARCHITECTURE & PLANNING

City of Placentia
Attn: Chris Tanio, PE, Deputy Director/City Engineer
401 E. Chapman Ave
Placentia, Ca. 92870

10-19-23

On-Call Landscape Architecture & Design Services

Hirsch & Associates, Inc. (HAI) has creative and extensive experience in all aspects of Landscape Architectural design required to lead projects for the City of Placentia and is pleased to present our qualifications. Our diverse project experience shall provide a complete and successful delivery of projects on call. We and our team members have successfully designed park renovations, streetscapes, estimates, specifications, provided community outreach and presentations to Commissions and Council, bidding assistance, provided construction support and management.

I will provide personal service and attention to the City. I will have direct and continuous responsibility in all matters dealing with planning and design as well as direct our in-house design staff, sub consultants and attend all meetings. I shall be the contract point of contact and am duly authorized to bind HAI contractually with the City. My email address is chuck@hailandarch.com, phone extension 108.

HAI is uniquely qualified to be selected presenting;

- Relevant recent history with the Cities of Long Beach, Commerce, Arcadia and Redondo Beach providing On-Call services for various Landscape Architecture design services.
- An expert understanding of AB 1881 Model Water Efficiency Landscape Ordinance and how it applies to public landscapes.
- An expert understanding of County Low Impact Development Standards (LID) and how they relate to Parks and overall development.
- An expert understanding of the "Americans with Disabilities Act" and experience with how the Act applies to park and recreation facilities.
- Project recognition by the California Park and Recreation Society in being presented with (2) Special Award of Excellence, (8) Environmental Planning Awards, (3) Awards of Merit and (1) Creating Community Award of Distinction for park planning design.
- Project recognition by the American Public Works Association (APWA) with (2) Project of the Year Awards and (1) Traffic, Mobility and Beautification Award.
- Principal design consultant for over (300) sports & community parks, recreation facilities, streetscapes and public works projects throughout Southern California.

Thank you

Charles Foley, President
CA RLA#5567, ASLA

2221 EAST WINSTON ROAD, SUITE A, ANAHEIM, CALIFORNIA 92806
PHONE 714-776-4340 FAX 714-776-4395 WWW.HAILANDARCH.COM LA#1710

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APPENDIX B

SUMMARY SHEET

Firm Name: Hirsch & Associates, Inc. Landscape Architects

Firm Parent or Ownership: C Corporation

Firm Address: 2221 East Winston Rd. Suite A Anaheim, Ca. 92806

Firm Telephone Number: 714-776-4340 x108

Firm Fax Number: 714-776-4396

Number of years in existence: 43

Management Contact (person responsible for direct contact with the City of Placentia and services required for this Request for Proposal):

Name: Charles Foley Title: President

Telephone Number: 714-776-4340 x108 Fax: 714-776-4395

Email: chuck@hailandarch.com

Project Manager (Person responsible for day-to-day servicing of the account):

Name: Same as Above Title:

Telephone Number: Fax:

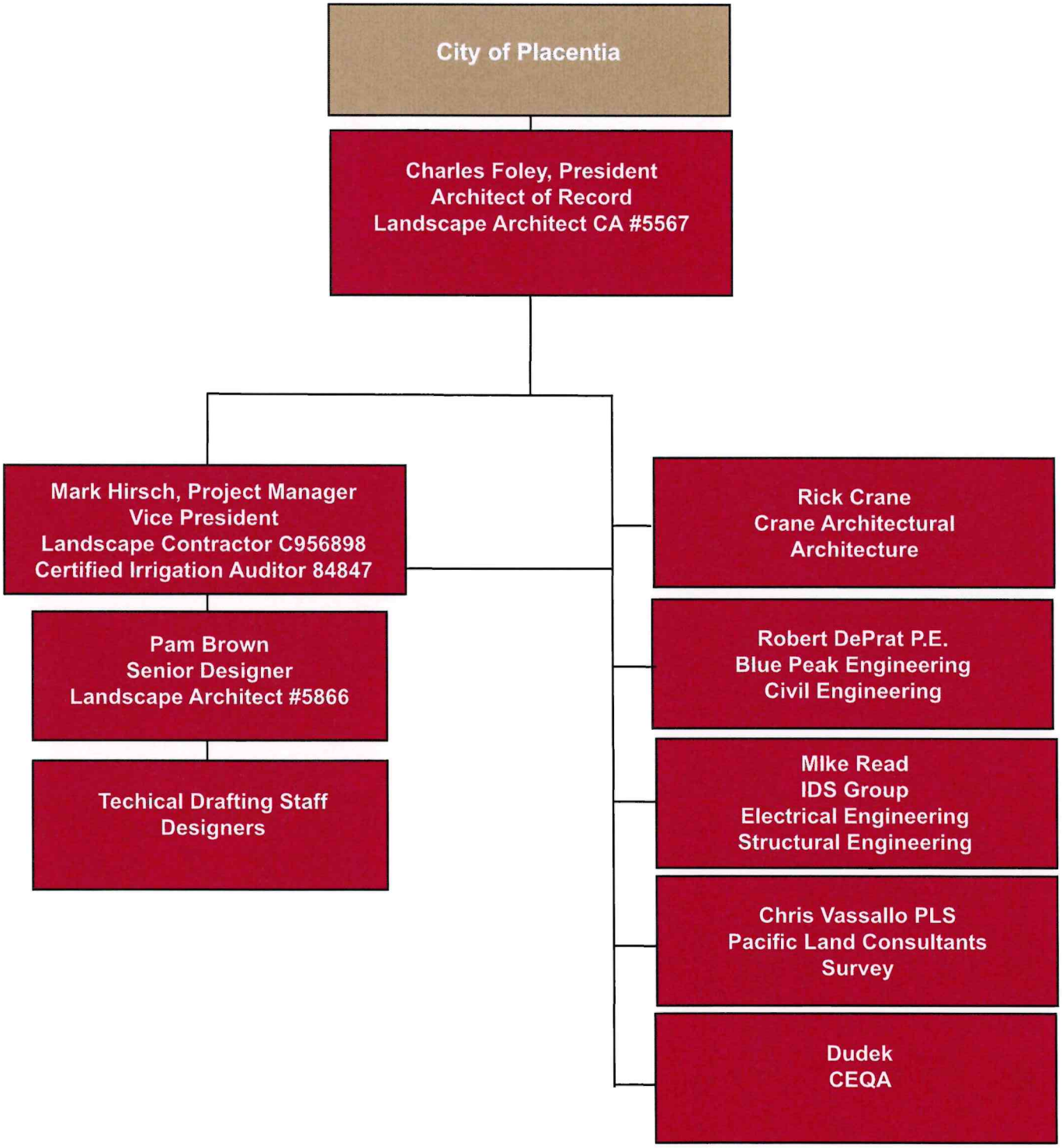
Email:

Types of services provided by the firm:

Full Service Landscape Architectural Design and Planning Services with Engineering,

Architectural and CEQA sub consultants

Organizational Chart



Charles Foley, ASLA
President
Education: B.S. Landscape Architecture, California State Polytechnic University
Years with Firm: 27
Registration: Landscape Architect CA#5567

Experience

Mr. Foley joined Hirsch & Associates, Inc. in 1996 and has increased his capacity with the firm from draftsman to his present position of President. He is responsible for the design and development of a wide range of projects for both public and private development including Streetscapes, Commercial/Retail Centers, Master Planned Residential Community Development, Specialty projects such as Memorials and Water Features as well as Park and Recreation design. Mr. Foley is responsible for client contract negotiations, oversight of staff and project consultants, delivery of product to clients as well as client relationships.

Mr. Foley has proven his design capabilities and project management with award winning projects for both public and private sectors. Awards include Awards of Excellence in for Rotary Centennial Park, City of Long Beach; and Barnes Park, City of Baldwin Park from the California Park and Recreation Society. Master Plan and construction oversight of Cesar Chavez Park, City of Orange won an Award of Excellence and the Creating Community Award of Distinction, presented by the California Parks and Recreation Society, APWA Southern California Project of the Year awards.

Mr. Foley will be in charge of the design and development for the entire life of the contract. He will be the Architect of Record and manage all staff and sub consultants as well as control schedule.

Mark Hirsch, IA
Vice President
Education: A.A. Construction Management, College of the Redwoods
A.A. Horticulture, Fullerton College
Years with Firm: 25
Registration: Licensed Landscape Contractor, CA #956898
Certified Irrigation Designer, Certified Water Auditor #84847

Experience

Mr. Hirsch has 30 years of experience in the landscape design and construction industry. Before joining Hirsch & Associates, Inc. 1998, Mr. Hirsch obtained experience working for a General Contractor, installing all aspects of landscape construction.

Mr. Hirsch has continued to increase his capacity at HAI, starting from draftsman to his current title of Vice President and Senior Project Manager. Accomplishments during his professional career including Autodesk/AutoCAD certification, certified irrigation designer and certified water auditor. Mr. Hirsch is a licensed landscape contractor in the State of California.

Mr. Hirsch will manage the design of the project with input from Charles Foley. He will specifically look at constructability and irrigation renovation/redesign, production of documents.

Affiliations

IA Irrigation Association
California Landscape Contractor Association
California Park & Recreation Society

Pamela Brown, ASLA
Senior Designer Education: B.S. Landscape Architecture, California State Polytechnic University
Years with Firm: 15
Registration: Landscape Architect CA#5866

Experience
Ms. Brown joined Hirsch and Associates, Inc. in 2007 with 4 years of previous experience at a large multi-disciplinary firm in their Landscape Architecture division where she collaborated on projects with architects, engineers, and environmental planners. Ms. Brown works closely with clients and sub consultants to develop various projects from conceptualization through design development and lastly to construction documents and support. Ms. Brown has been involved with a wide range of projects such as award-winning Park and Recreation Facilities, Sports Parks, Commercial Retail Centers, and Streetscape Beautification. She has also been involved with the design of Specialty projects such as: water features, water catchment systems for on-site irrigation use, and rain garden features that utilize plant material for contaminant filtration.

Ms. Brown shall be involved in the project the life of the contract. She will be responsible for design and creative development of concepts, production of documents. During the construction phase she will assist Mr. Foley and Mr. Hirsch providing back up of design intent technical support. She will coordinate with technical production staff in our office.

Affiliations
American Society of Landscape Architects, ASLA

D. ALLOCATION OF RESOURCES

HAI is a growing Landscape Architectural design firm currently delivery exciting and forward thinking projects to public agencies on an On-Call basis. We will apply the same resources and approach to the City of Placentia as we have done for others successfully. The cornerstone of this approach is Principal involvement throughout the entire life of the contract. We take great pride in the projects we design and bring a sense of ownership and urgency to the City of Placentia.

Our approach to work with the City will be to work closely with City Staff and the Community in the conceptual planning stage of project design. This task will consist of review and comment by City Staff on design concepts prepared by HAI, gathering information from City staff as it relates citizen organizations, community groups, and special user groups to ensure the completed design reflects the true needs of the City and citizens.

Within this operational framework the following key points will be defined.

A. Establish a sensitive, yet practical, design theme and character utilizing landscape and architectural features to identify a project's unique setting. The attention to details, color coordination and design character must be sensitive to the character and scale of the surrounding neighborhood.

B. Consider various circulation factors affecting development; bicycle, pedestrian, automobile and handicapped access are all significant transportation aspects. The handicapped will be afforded direct access to all projects.

C. Develop a concept that includes existing facilities, passive activities to accommodate existing uses and activities to anticipate and meet changing program needs.

D. Compliment and reinforce the total project design scheme. We are cognizant of maintenance costs associated with development. Therefore, we provide solutions, which are sympathetic to both aesthetic and economic considerations.

E. Provide creative and exciting opportunities for all in users keeping in mind the health, safety and welfare of the users.

F. Incorporate passive and economically feasible active energy conservation measures. We accept this responsibility as an integral part of our design.

H. Provide a distinctive scheme that clearly identifies the project as a resource, community focus and an enhancement to the overall environment of the area.

E. UNDERSTANDING OF SCOPE/DETAILED WORK PLAN

Provide professional Landscape Architectural services for public works/City Park, Streetscapes and other facilities with community involvement and input, including but not limited to:

A. Conduct Community Work Session and Meeting to gather input, feedback and project support.
B. Irrigation and landscaping improvements.
C. Development of new park facilities
D. Renovation of existing parks
E. A.D.A. compliance improvements.
F. Preparation of landscape planting and irrigation plans.
G. Parking lot and hardscape and similar infrastructure improvement plans.
H. Streetscape Improvements
I. Preparation of project special provisions and technical specifications.
J. Provide cost estimates.
K. Provide constructability review.
L. Provide construction observation and support services.

INITIAL PLANNING

1. Documents Review.

The City will provide all existing documentation it has on file for the projects that may include topographical survey data and plans, utility locations and depths, survey information, copy of geotechnical engineering reports, copies of easement documentation, list of agencies having jurisdiction over the project and the contact person for the agency, all recorded parcel, tract or lot maps, legal descriptions, street improvement plans, storm drain plans, sewer plans, domestic water plans with water meter size and water use records for the last three years, current flooding information and conduct a agricultural soil suitability test to determine soil type, percolation rate, and soil chemistry and fertility.

2. Pre-Design Kick-off Meeting.

Conduct, and coordinate a kick-off meeting. All design team members, City staff, and representatives will attend the meeting from other agencies as necessary. The meeting will afford an opportunity to review the project schedule, key milestones, deliverables, project management protocol, data collected, project information, and to set dates for upcoming meetings, activities, and coordinate and design issues.

3. Project Management.

Meet with City Staff, and others as directed to establish communications and formulate working relationships. Provide overall project management, project scheduling, organize monthly meetings, prepare meeting minutes, prepare meeting agenda, develop and maintain tracking log, update schedule and budget from time to time as required. Consult and coordinate with all team members and relevant agencies have jurisdiction over project throughout the entire length of the project.

4. Project Coordination.

Coordination shall be done with City Staff, utility companies, and other relevant agencies. It is anticipated multiple individual meetings with each agency will be necessary throughout the course of the project to ensure all requirements are fully addressed and incorporated into the final construction documents, plans,

and specifications.

5. Communication.

Participate in consultations and conferences with City Staff and other agencies having jurisdiction over the Project that may be necessary for the completion of the Project. Such consultations and conferences shall continue throughout the projects Planning Phase, Design Development Phase, Construction Document Phase, Cost Estimating Phase, Bidding and Construction Phases. HAI, Hirsch & Associates, Inc shall take direction only from City Representative.

6. Project Schedule.

Meet with the all parties to establish a preliminary project schedule at the beginning of the project. The Project schedule will be update from time to time during project design and development. HAI has provided a preliminary schedule as part of our proposal for your consideration.

PRELIMINARY DESIGN

1. Project Feasibility.

Provide advice and assistance in determining the feasibility of the Project, analysis the type and quality of materials and construction methods to be selected, and other initial planning matters.

2. Preliminary Design.

In cooperation with the City, Hirsch & Associates shall prepare preliminary plans and studies, schematic drawings, site utilization plans, and phasing plans showing the scale and relationship of the components of the Project, incorporate the functional requirements of City into the preliminary plan and develop a phasing plan for park development. Hirsch & Associates shall include all revision required by City and local agency having jurisdiction over the Project.

3. Budget.

Hirsch & Associates shall work with the City to establish a realistic preliminary project budget for all three development Phases of the park. The purpose of the Preliminary Project Budget is to show the probably project cost in relation to City's budget and available funding. We shall use our best judgment in determining the balance between the size, type and quality of construction to achieve a satisfactory solution to determine the Project budgets. If we perceive any site conditions, which render the Project expensive or cost prohibitive, Hirsch & Associates shall disclose such conditions in writing to City immediately.

4. Public Meetings.

Using our proven public communication meetings/methods, conduct community meetings to garner input and support for each projects we undertake. Hirsch & Associates shall also present preliminary design plans to City Staff and City Council to receive comment and approval.

DESIGN DEVELOPMENT

1. Design Development Documents.

Once City provides us with specific written approval of the Preliminary Plan, Hirsch & Associates shall prepare design development documents consisting of drawings and documents sufficient to fix and describe the types and makeup of materials, as well as the size and character of each Phase of the park development. The Design Development Documents shall be prepared in AutoCAD 2021 and sufficient detail to present to the City for approval.

2. Updated Project Budget.

Once City provides us with specific written approval of the Design Development Documents, Hirsch & Associates will update the Preliminary Project Budget.

3. Project Schedule.

Meet with the all parties to review the preliminary project schedule and develop a final project budget. The Project schedule will be update from time to time during project final design and approval process.

FINAL WORKING DRAWINGS AND SPECIFICATIONS

1. Final Working Drawings and Specifications. Once City provides us with specific written approval of the Design Development Documents Hirsch & Associates shall prepare complete working drawings and specifications as are necessary for developing complete bids and for properly executing the Project work in an efficient and thorough manner ("Final Working Drawings and Specifications"). Such Final Working Drawings and Specifications shall be development from the Design Development Documents approved by City. The Final Working Drawings and Specifications shall set forth in detail all of the following: (1) the Project construction work to be done; (2) the materials, workmanship, finishes, and equipment required for the architectural, structural, mechanical, and electrical systems; and (3) the utility service connection equipment and all site work, water, power and storm drain improvements. Final working drawings will generally consist of the following for project development.

Cover Sheet

- General Requirements and Notes
- Demolition (Clearing and Grubbing)
- Landscape Grading Plans and Details (including horizontal and vertical control)
- Erosion Control Plan and Details
- Site Construction Plans and Details
- Structural Details and calculations (if required)
- Site Electrical Plan, Calculations and Details including Title 24 compliance
- Landscape Plans and Details
- Irrigation Plans and Details
- SWPPP and WQMP Documents (provided as project requires)

2. Form.

The Final Working Drawings and Specifications shall be in such form as required by the City to secure the required permits and approvals from City or local agencies having jurisdiction over the Project. In addition, the Final Working Drawings and Specifications shall be in such form as will enable City to obtain, by competitive bidding, a responsible and responsive bid within the applicable budgetary limitations and cost standards. The Final Working Drawings and Specifications shall be clear and legible so that uniform copies may be on standard architectural size paper, properly indexed and numbered, and shall be capable of being clearly copied and assembled in a professional manner by Hirsch & Associates. All plans will be prepared in AutoCAD 2019. All specification will be prepared per the Construction Specification Index (CSI), 16-part specification, and reference the Standard Specifications for Public Works Construction

3. Approval and Revisions.

City shall review, study, and check the Final Working Drawings and Specifications presented to the City by Hirsch & Associates and request any necessary revisions to obtain all necessary approvals. Hirsch & Associates shall make all City-requested changes and correction in the Final Working Drawings and

Specifications at no additional cost, so long as they are not in conflict with the requirements of public agencies having jurisdiction or prior approval, or inconsistent with earlier City direction.

4. Costs of Construction.

Hirsch & Associates shall work with the City to establish a realistic 'Final Project Budget' based upon the Final Working Drawings and Specifications. The Final Project Budget will be based upon quantities with unit prices extended to determine the final cost.

The City shall specify the sum of money set aside to cover the total cost of construction of the work, exclusive of Hirsch & Associates fees. Should the Final Project Budget determine that the total construction cost will exceed the specified sum, Hirsch & Associates shall at once present a statement in writing to the City's setting forth this fact and giving a full statement of the cost estimates on which the conclusion is based. After review of the Final Project Cost, City shall provide direction to Hirsch & Associates on how to proceed with its work.

CONTRACT DOCUMENT PHASE

1. Contract Documents.

In Conjunction with the City, Hirsch & Associates shall assist the City in the completion of all bidding and construction documents, including the Notice Inviting Bids, Instruction to Bidders, Contract Bid Forms (including Alternate Bids as requested by City), Special Conditions and Special Provisions that may be required by state and local laws. All such documents shall be subject to the approval of City and City's legal counsel.

2. Final Estimate.

At the time of delivery of the Contract Documents, which shall include the Final Working Drawings and Specifications (collectively referred to herein as the "Construction Documents"), Hirsch & Associates shall provide City with its final estimate of probable construction cost ("Final Estimate").

BID PHASE

1. Reproducible Construction Documents.

Once City provides Hirsch & Associates with specific written approval of the Construction Documents and the Final Estimate, Hirsch & Associates shall provide to City one set of reproducible Construction Documents digitally in PDF format for posting on the City's FTP site for download by prospective bidders.

2. Distribution of Contract Documents and Review of Bids.

City shall distribute the Construction Documents to bidders, conduct the bid opening and review bids for the Project. Hirsch & Associates shall review bids received and provide comments to the City as to questions concerning the project budget

3. Response to Request of Clarification.

Hirsch & Associates shall review all questions received by the City from bidders requesting clarification and/or additional information and prepare a written response to the City of inclusion in an Addendum issued by the City.

CONSTRUCTION OBSERVATION PHASE

1. Hirsch & Associates shall assist City and respond to any request or directives made by phone, fax or E-mail. Hirsch & Associates shall request clarification from the City in writing if Hirsch & Associates should have any questions regarding the directions given by City that are not consistent with the plans and specifications.

2. Hirsch & Associates, when requested by the City, shall attend project meetings with City Staff, contractors, and project manager on a weekly or bi-weekly schedule during project construction.

3. Hirsch & Associates will provide the following services for the project and will attend pre-construction meeting, coordinate with city project manager, city staff, city inspectors in as may become necessary during the project design and construction, and accordance with the project construction schedule.

- Provide interpretation and clarification to the construction documents.
- Review and approve product submittals and shop drawings in accordance with construction documents and scope of work.
- Visit local nurseries to inspect and approve all plant material prior to delivery to the project site.
- Attend on-site project meetings on a weekly basis to review work of the contractor and prepare written reports of meetings for distribution to all parties.
- Coordinate with all parties by telephone, fax and e-mail as necessary.
- Review construction schedule and provide comments.
- Maintain all project documents, drawings, contract change orders, contractor submittals, shop drawings and correspondence.
- Observe and approve all soil preparation material, planting methods, and finish grading prior to planting.
- Observe and approve the installation of all site construction items.
- Respond to contractor's Request for Information (RFI's) and other questions during project construction.
- Conduct substantial project completion inspection at request of the City and prepare punch list. Review and approve punch list items upon their completion.
- Conduct final project inspection upon completion of construction, 30-day Plant Establishment and 60-day Post Installation Landscape Maintenance Period, and issue letter of acceptance to City.
- Review and approve all contractor supplied closeout items, manuals and charts for all equipment and systems as specified in the contract specifications.

QUALITY CONTROL – QUALITY ASSURANCE

Quality Control is performed throughout the project life cycle to produces deliverables free of errors. During the project design phase all plans and specification are prepared in accordance with Best Management Practices (BMPs), industry standards and Public Work Standards. All documents are submitted to the client and top-level team members for review and comment at the completion of Initial Planning Phase (5%), Preliminary Design Phase (20%), Design Development Phase (35%), Final Working Drawings and Specifications Phase (50%, 90%) and Contract Document Phase (100%).

1. Initial Planning Phase

1.1 Identify all Team Members

1.2 Functional Responsibilities of Team Members

- Project Manager
- Designer
- Client Personnel
- Utility Providers
- Document gathering and verification
- Meeting Protocol

1.3 Project Timing and Budget

1.4 Governing Policies and Agencies

2. Preliminary Design Phase

2.1 Establish General Conditions
2.2 Identify Design Standards and Guidelines
2.3 Establish Design Limitations
2.4 Prepare Preliminary Plans
2.5 Presentation of Preliminary Plans to client and agencies for approval
2.6 Plan Review, Comment and Approval
    Comment Resolution
2.7 Develop preliminary probable cost estimate
    Establish preliminary project budget

3. Design Development Phase

3.1 Identify all material, operating systems and construction procedures
3.2 Establish material cost and availability
3.3 Present information to client for review and comment
    Comment Resolution
3.4 Refine Preliminary Probable Cost Estimate
    Refine preliminary project budget

4. Final Working Drawings and Specifications Phase

4.1 Prepare 50% working drawing
    Submit to client and agencies for review and comment
    Submit plans to in-house reviewer
    Document all comments received
    Comment Resolution
4.2 Revise working drawing per comments received
4.3 Refine Preliminary Probable Cost Estimate
4.4 Prepare 90% working drawing and specifications
    Submit to client and agencies for review and comment
    Submit plans to in-house reviewer
    Document all comments received
    Comment Resolution
4.2 Refine Preliminary Probable Cost Estimate
    Establish Final Project Budget
4.3 Revise working drawing per comments received and Final Budget
4.4 Prepare 100% Final Working Drawings and Specifications
    Submit to client and agencies for review and approval
    Submit plans to in-house reviewer for approval
    Document all approvals
4.5 Prepare Final Cost Estimate for approval by client

5. Contract Document Phase

5.1 Obtain front-end bid documents from client.
5.2 Assemble all drawing, specifications and front-end documents
5.3 Submit assembled documents to client for review and approval
5.4 Submit assembled documents to in-house review for review and approval
5.5 Resolve any conflicts between documents and certify documents

5.6 Submit all documents to client for bidding

Quality Assurance is performed during the project construction phase by providing review and approval of all products and construction procedures as specified in the construction documents and required per code. Review and approval of all product submittals submitted or requested by the contractor prior to purchase and installation. Coordination with product manufacturers and their representatives during installation of specified and approved products as well as daily, weekly or bi-weekly observation of the contractor's work through the duration of the project.

F. ON-CALL REFERENCES

Eric Lopez, Public Works Director, City of Long Beach 562-570-5690, eric.lopez@longbeach.gov

Working on an On Call basis since 2014 with the City of Long Beach. Design of public spaces including trails, plaza and park space, sports courts with lighting, play areas, parking lots, sports fields, irrigation renovation and reduction of water use, planting and streetscapes.

Andrew Winje, City Engineer/Public Works, City of Redondo Beach 310-318-0661 andrew.winje@redondo.org

Working on an On Call basis since 2017 with the City of Redondo Beach. Design of public spaces including trails, park space, parks, parking lots, sport court planning, water reduction strategies, planting and irrigation.

Lisa Flores, Planning and Community Development Manager, City of Arcadia 626-574-5420 lflores@arcadia.gov

On Call services with the City of Arcadia reviewing residential and commercial landscape and irrigation design plans to verify compliance with State and City water reduction ordinances. Service contract 2016-2023.

Gina Nila, Public Works Director, City of Commerce 323-722-4805 ginan@ci.commerce.ca.us

On Call services with the City of Commerce since 2020, currently designing a Gateway Monument sign and landscape/irrigation improvements for the City with the Caltrans Right of Way on Interstate 5.

HAI has not had a contract terminated in our professional history.

Statement of Qualifications
Project Diversity

Parks & Recreation
Regional Parks
Community Parks
Neighborhood Parks
Sports Facilities
Special Use Facilities
Mini Parks
Universally Accessible Children's Play Areas

Municipal
Civic Centers
Redevelopment Projects
Landscape Standards & Guidelines
Landscape Plan Check Services
Public Plazas & Fountains

Institutional
School & Campuses
Correctional Facilities
Justice & Police Facilities
Hospital Landscape Planning & Design

Commercial
Commercial Power Centers
Office & Business Parks

Specialty
Fountains
Water Features
Memorials

Residential
Planned Communities
Single Family Housing
Model Homes
Apartment Complexes

Transportation
Streetscapes
Freeway Landscape Design
City Monuments
Project Monuments

Firm Description

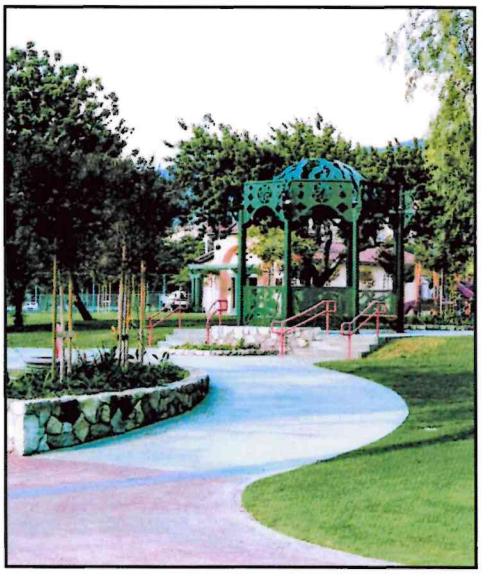
Hirsch & Associates, Inc. established in 1977 and incorporated in 1988 is a leading landscape architectural and multi-discipline firm created to serve as a knowledgeable and valuable resource to public agencies and private developers. Our goal is to maintain balance between design and economics by furnishing client oriented services tailored to meet the needs of individual projects in a creative, innovative, sustainable and cost effective manner.

The knowledge gained on a wide range of projects allows the professional staff of Hirsch & Associates, Inc. to provide each client with the experience and understanding of the decision making process, design parameters, construction standards, water conservation requirements and current maintenance practices. This experience equates to well-conceived projects that exceed expectations.

Business Category
Certified Small Business Enterprise (SBE)
Veteran Owned Business Enterprise (VOBE)



Department of Water & Power Fountain,
City of Burbank



McCambridge Park,
City of Burbank

HIRSCH & ASSOCIATES, INC.
LANDSCAPE ARCHITECTURE & PLANNING
2221 EAST WINSTON ROAD, SUITE A
ANAHEIM, CALIFORNIA 92806
714-776-4340 FAX 714-776-4395
WWW.HAILANDARCH.COM ASLA

SERVICES
LANDSCAPE ARCHITECTURE

Capabilities

In the capacity of primary consultant or development team member, our professional staff and affiliates are capable of providing complete landscape architecture, planning and engineering services.

Services

Park Master Planning
Feasibility Studies
Conceptual Studies
Community Outreach
Community Workshops
Sustainable Site Planning
Construction Documents
Project Management
Construction Administration
Low Impact Development
Water Harvesting
Irrigation Design (AB 1881)
Water Auditing
Water Budgeting
Water Consumption Reporting
Recycled Water Irrigation Design
ADA Compliance

Approach

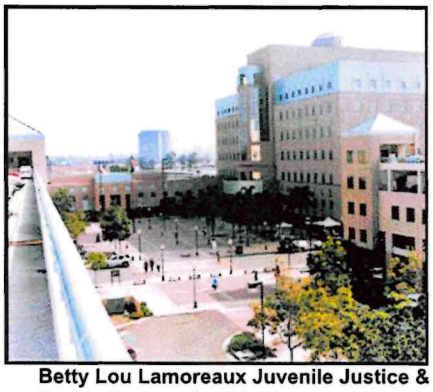
Through our strong commitment to professional integrity and personal service, Hirsch & Associates, Inc. is dedicated to providing the comprehensive services necessary to achieve a final project from conceptualization through completion of construction. Our innovation and employment of advanced technologies, proven multi-discipline approach and demonstrated success of each project support this commitment.

Hirsch & Associates, Inc. understands the many and varied responsibilities and pressures placed upon our clients through the design and development process. Accurate design and quick response from highly qualified professional staff members is hallmark to the services we provide. Long term client relationship is our ultimate goal.

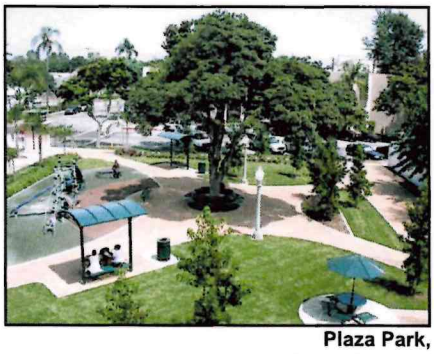
All plans and communications are computer generated, and all consultant team members are connected via the Internet, so data transfer is quick and efficient. We can interface our services with our clients in the same manner, if so desired.



Cerritos Towne Center,
City of Cerritos



Betty Lou Lamoreaux Juvenile Justice & Family Probate Facility, County of Orange



Plaza Park,
City of Fullerton



Glendale Sports Complex,
City of Glendale

SERVICES
CONTINUED

Philosophy

Planning, designing and building a project to meet today's needs is an all encompassing challenge. The practice of landscape architecture has become an integrated team effort, carefully considering the needs and desires of the people who live, work and play within the projects we design. As landscape architects and planners, we have a responsibility to the general public to create the best possible environment. The knowledge to design this environment is obtained from two sources, our past experience; which help us provide practical and timely designs within budget restraints, and our vision of the future; which gives our designs life and meaning that will grow beyond the present.

Affiliates Services

Architecture

Community Buildings	Administration Buildings
Gymnasiums	Picnic Shelters
Restroom Buildings	Concession Buildings

Engineering

Civil	Electrical
Structural	Mechanical
Environmental	

Construction Administration

Constructability Review	Construction Management
Entitlement Processing	Value Engineering
Project Management	Construction Inspections

Insurance Information

Hirsch & Associates, Inc. maintains the following insurance coverage limits may be increased upon request:

General & Automobile Liability
Travelers
Limit: $2 Million & $4 Million Aggregate

Professional Liability
Wesco
Limit: $1 Million

Worker's Compensation
Travelers
Limit: $1 Million



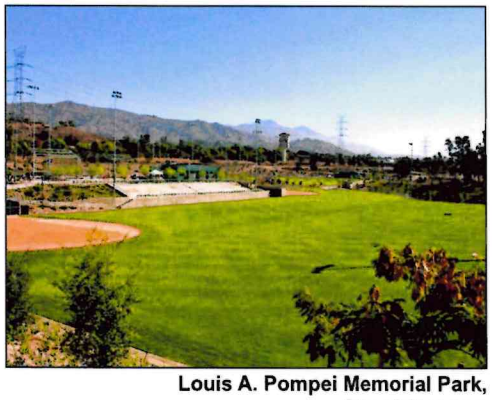
Fairmount Park,
City of Riverside



Janss Plaza Renovation,
University of California, Los Angeles



Central Park,
City of La Palma

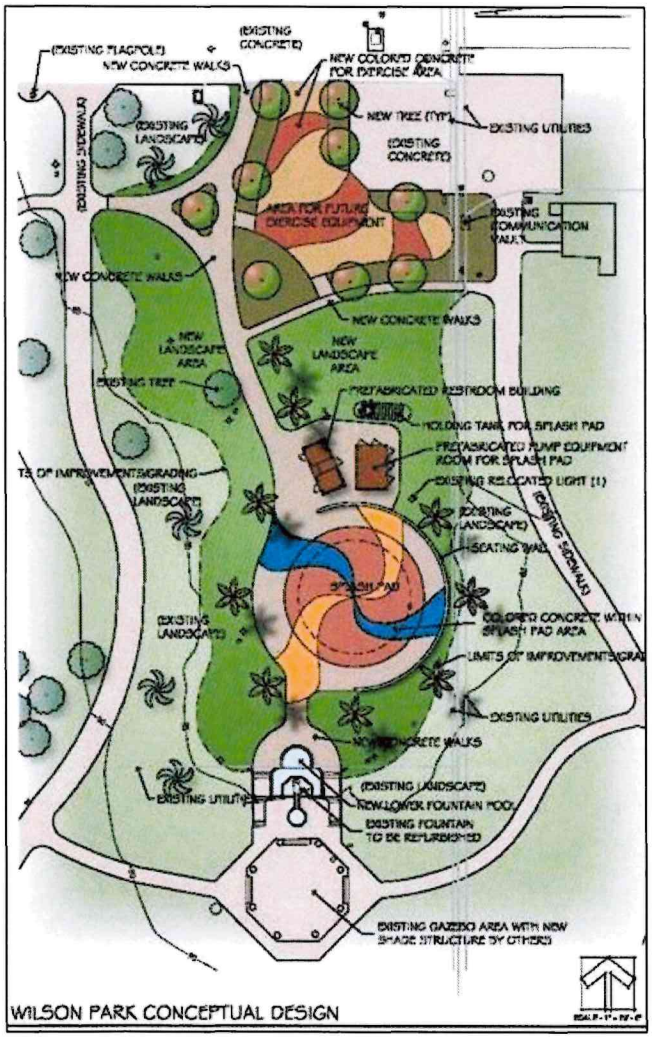


Louis A. Pompei Memorial Park,
City of Glendora

Project: Wilson Park Contact: John Jones, Director of Community Development
Client: City of Torrance Retired 310-702-1102
Completed: December 2018
Construction Cost: $1.5 Million

Project Description

Wilson Park Splash Pad project, designed by HAI, provides a new amenity to replace a defunct pond within the existing Park. The design filled the old pond and included a 1,450sf Splash Pad with recirculation system, pump equipment shed, Prefabricated Restroom Building, refurbished an existing fountain, concrete pad for future Outdoor Exercise area, relocated area lighting, minor landscape and irrigation improvements. The Splash Pad features in grade nozzles and jets with color changing LED lights. The project was designed to allow for future modification/expansion of the Splash Pad to include above ground spray features as funding becomes available. Subconsultants provided survey and electrical engineering.







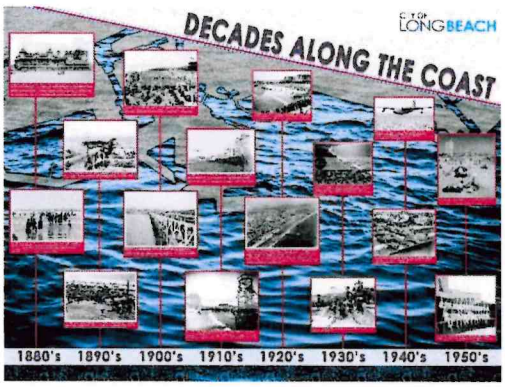


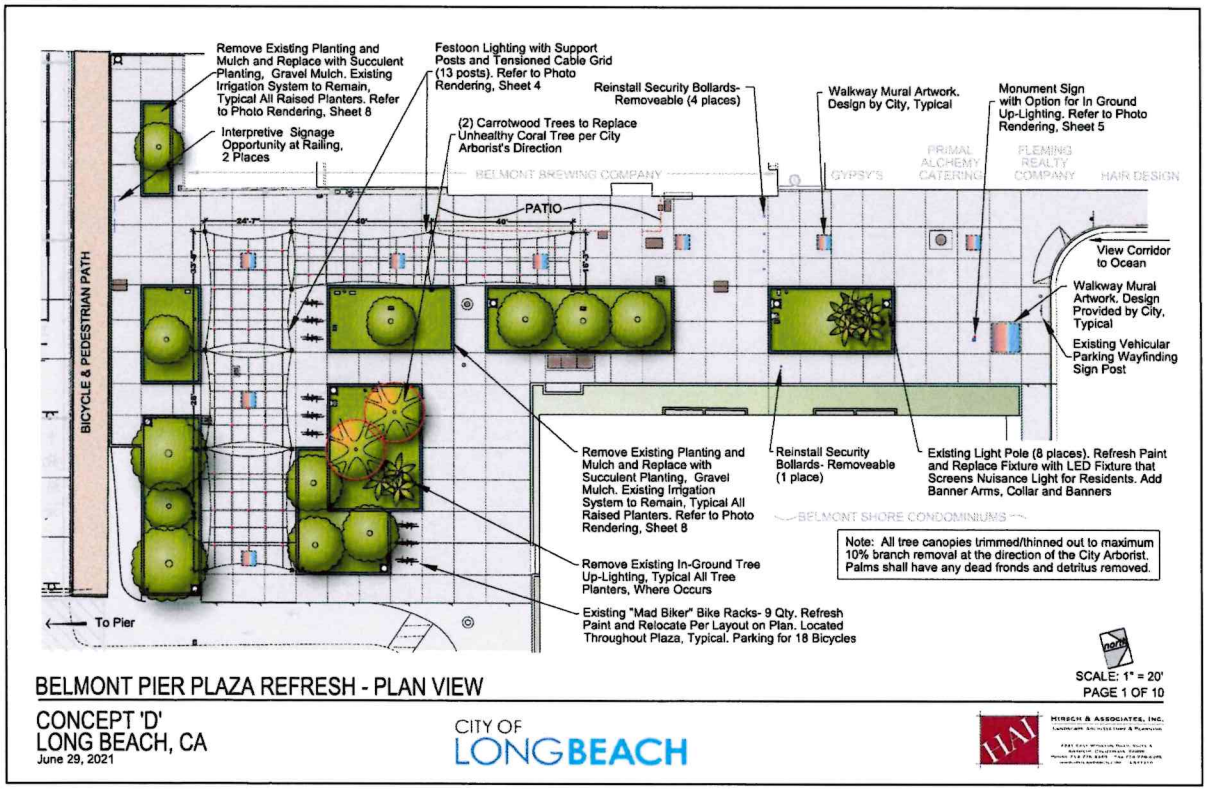
Project: Belmont Pier Plaza Improvement Contact: Eric Lopez, Public Works Director
Client: City of Long Beach 562-570-5690
Completed: 2023
Construction Cost: $500,000

Project Description

The City of Long Beach intends to install improvements at the Pier Plaza. The Plaza is the gateway to the Belmont Veterans Memorial Pier as well as intersection of the Bike and Pedestrian Pathway east and west segments. HAI designed the beach pathway expansion and improvements and Pier Parking Lot which were constructed in 2015. This new project focuses on the upper plaza which is bounded by Condominiums, Restaurants and Businesses. The intent is to brighten the area with new Festoon Lighting, changing existing light poles with new LED fixtures, install wayfinding signage and graphics, protect existing trees, new landscaping and identification signage on Ocean Blvd. Education/interest signage was designed by HAI which includes historic photos of the Long Beach waterfront and changes that have occurred starting from 1880. Additionally, local Artists will be providing imagery with painted vignettes on the concrete sidewalks. HAI has provided design of all elements and is currently providing construction support.







Project: Mackay Park Contact: Nick Mangkalakiri, Senior Civil Engineer 714-229-6729
Client: City of Cypress
Completed: November 2017
Construction Cost: $2.7 Million

Project Description

Mackay Park is developed on a 2.9 acre portion of the former Mackay Elementary School property. The remaining portion of the school site has been redeveloped and features a new residential community. The park design was derived through community meetings conducted by HAI with area residents as well as meetings with City Staff, Parks Commission and City Council. The park features both active and passive recreation with picnic shelters, separate tot lot and children's play structures, half basketball court, restroom building, exercise equipment, sculpture garden, decomposed granite pathways, bioswales and infiltration collection, solar lighting, open turf, native planting and a parking lot.









Project: Smith Park
Client: City of Pico Rivera
Completed: November 2013
Construction Cost: $8 Million

Contact: Ralph Aranda (Retired Parks Director)
562-400-3428

Project Description

The third and final sports park that HAI master planned, designed and provided construction support services to the City. HAI conducted community workshops for all three facilities steering the design process and ushering the designs and budgets through City Council. The park features artificial turf football/soccer field, grand stand seating for 400 people, (2) restroom concession stands with commercial kitchens, new play areas, (4) baseball/softball fields, lighting, picnic areas, parking lots, recycled water irrigation system and storm water catchment/infiltration.





Project: Belmont Shore Streetscape
Client: City of Long Beach
Completed: August 2017
Construction Cost: $1.75 Million

Contact: Nancy Villasenor, Project Manager
562-570-3165

Project Description

HAI conducted community meetings with area residents, Belmont Shore Parking Commission, Belmont Shore Business Association and District Council Member to craft the design for the beautification of this half mile section of Second Street. Problematic Ficus trees were removed as well as deteriorated landscape and inefficient above ground spray irrigation. The project features additional palm trees, drought tolerant plantings, raised planters, decorative concrete, landscape and column LED lighting and below grade drip irrigation saving water and providing a landscape that requires less maintenance. Decorative color and aggregate seeded concrete are reflective of wet sand patterns inspired from nearby beaches.





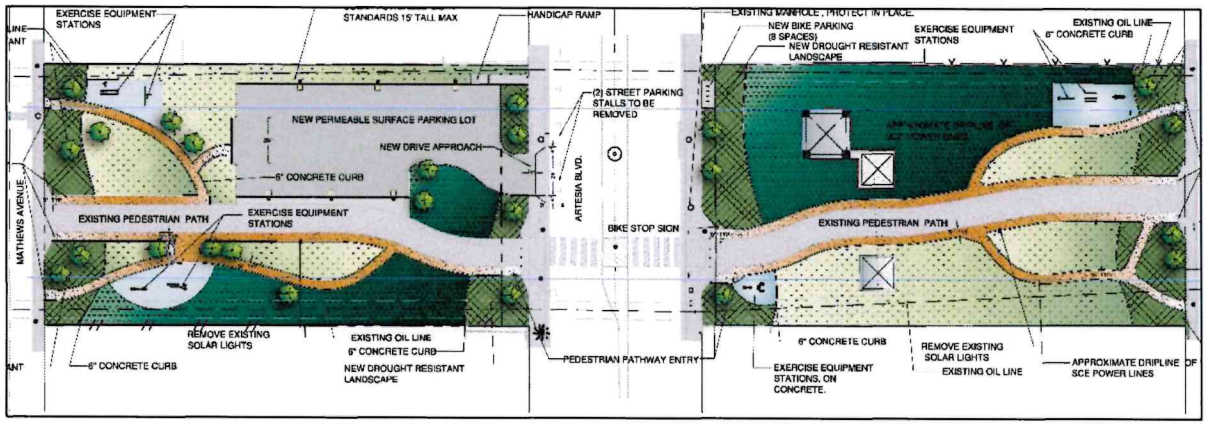


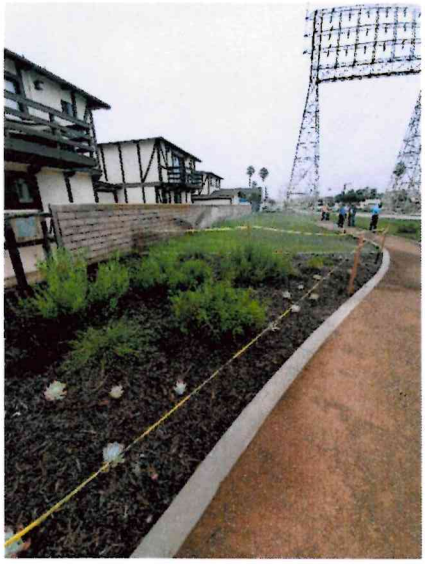


Project: SCE R/W Trails Contact: Andy Winje, City Engineer 310-318-0661 x2431
Client: City of Redondo Beach
Completed: 2020
Construction Cost: $750,000

Project Description

The existing SEC right of way located in North Redondo Beach includes several miles of trails. The City intends to improve each section of greenway with new decomposed granite trails for pedestrians to complement the existing concrete bike lanes. The existing facilities have outdated irrigation systems, poor drainage and are in disrepair. The first section to be improved is located at Artesia Blvd. on the north and south sides. The project includes new solar lighting, permeable parking lot, trails, and replacement of sections of bike path, irrigation and native plantings. SCE has very stringent development requirements within their R/W, this project is an accomplishment.







Project: Morgan Park Contact: Sabrina Chavez, Director Community Services
Client: City of Perris 951-943-6603
Completed: August 2021
Construction Cost: $3.2 Million

Project Description

The City contracted with HAI to prepare a master plan for the Morgan Park Soccer Complex. The master plan included 21 acres with 3 soccer fields, community center with gymnasium, play areas, sport courts, picnic and gathering areas, restrooms and parking. Funding to construct the new facility required a phased approach. HAI prepared the construction drawings for Phase I in 2019 and constructed in 2021. It features a full size adult field with overlays of smaller youth fields, restroom building, parking, bleachers, synthetic turf water cannon cooling system, native plantings, Musco Green sports lighting and perimeter trail. The infill for the field is organic material reducing heat gain from traditional rubber infill. Sustainable design practices include low precipitation rate irrigation system for plantings, compliance with National Pollution Discharge Elimination System by retention and percolation of on-site storm water and incorporation of Low Impact Development standards by use of existing land/topography to reduce site grading and eliminate import/export soil.









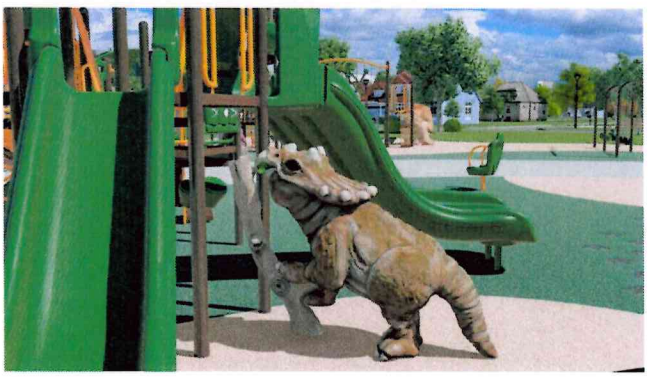
Project: Renovation of 14 Play Areas Contact: Eric Lopez, Director of Public Works
Client: City of Long Beach 562-570-5690
Completed: 12 Completed, 2 Bidding for Construction
Construction Cost: $7 Million

Project Description

HAI is assisting the City in renovating a number of play areas throughout the City utilizing Long Beach Measure-A funding. Each play area being upgraded is intended to be different from the others. The play areas are considered to be "destination" play areas featuring unique equipment and site features such as slides built into hillsides, zip lines and custom play features featuring Dinosaurs and skateboard furnishings. The project started in 2017 and is still in progress based funding availability. Parks included are Drake, Eldorado, Jackson, Veterans, MLK, Whaley, Recreation, Channel View, Los Cerritos, Recreation, Colorado Lagoon, Cherry, Silverado and Ramona Parks.





Project: Eldorado Park Field
Client: City of Long Beach
Completed: September 2021
Construction Cost: $2.5 Million

Contact: Nancy Villasenor, Project Manager
562-570-3165

Project Description

HAI provided conceptual design, construction documents and estimates, permitting and construction support for this artificial turf field. The design is intentional without security fencing, open to the public. It is an adult size field with youth fields included with striping. The infill is cork and sand, ADA access was designed into the project from existing parking lot and right of way. The existing trees were protected in place around the perimeter. Boulders were included to prevent vehicular vandals from entering the field, dispersed among the existing trees. 25 of the boulders are engraved with unique silhouettes that HAI designed.











APPENDIX C

CERTIFICATION OF PROPOSAL TO THE CITY OF PLACENTIA

1. The undersigned hereby submits its proposal and, by doing so, agrees to furnish services to the City in accordance with the Request for Proposal (RFQ), dated September 2023, and to be bound by the terms and conditions of the RFQ.

2. This firm has carefully reviewed its proposal and understands and agrees that the City is not responsible for any errors or omissions on the part of the proposer and that the proposer is responsible for them.

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

4. The proposal includes all of the commentary, figures and data required by the Request for Proposal, dated September 2023.

5. This firm has carefully read and fully understands all of the items contained in Section 7, General Requirements. This firm agrees to all of the general requirements except for those disclosed by the firm in project proposal, listed on an attachment.

6. The proposal shall be valid for 90 days from September 28, 2023.

Name of Firm: Hirsch & Associates, Inc.

By: Charles Foley
(Authorized Signature)

Type Name: Charles Foley

Title: President

Date: 10-13-23

HIRSC-1 OP ID: LER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/14/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 909-890-9707 Unickel & Associates Insurance Unickel & Assoc. Lic#0827703 P.O. Box 10727 San Bernardino, CA 92423-0727	CONTACT NAME: Angelina Quezada PHONE (A/C, No, Ext): 909-890-9707 FAX (A/C, No): 909-890-9237 E-MAIL ADDRESS: aquezada@unickelinsurance.com
INSURED Hirsch & Associates, Inc. 2221 E. Winston Rd. Ste A Anaheim, CA 92806	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Travelers PropCasCo of America — 25674 INSURER B : Aspen American Insurance Compa — 43460 INSURER C : Travelers Prop Cas Co of Am — 25674 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X	680-8S798388-23-47	10/14/2023	10/14/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 2,000,000 $ 1,000,000 $ 5,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY	X	X	BA-3W47756-23	01/24/2023	01/24/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE $	$ $ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	UB-8S799914-23-47-G	10/14/2023	10/14/2024	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B	Professional Liability			AAAE300078-04	12/12/2023	12/12/2024	Ea Claim Aggregate	2,000,000 2,000,000

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

*See Notes

CERTIFICATE HOLDER CITPL-1

City of Placentia
Chris Tanio
401 E. Chapman
Placentia 92870

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Angelina Quezada

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The ACORD name and logo are registered marks of ACORD

The City of Placentia and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant.

CITY OF PLACENTIA
PROFESSIONAL SERVICES AGREEMENT
WITH
RHA LANDSCAPE ARCHITECTS-PLANNERS, INC.

THIS AGREEMENT is made and entered into this 21ST day of November, 2023 ("Effective Date"), by and between the CITY OF PLACENTIA, a municipal corporation ("City"), and RHA Landscape Architects-Planners, Inc., a California corporation ("Consultant").

W I T N E S S E T H:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide on-call landscape architecture and design services as more fully described herein; and

B. WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. WHEREAS, City and Consultant desire to contract for the specific services described in Exhibit "A" (the "Project") and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in Consultant's Proposal ("Proposal"), attached hereto as Exhibit "A" and incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement. Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. Officers and employees shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City and within the hereinafter specified. Evaluations of the work will be done by the City Administrator or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

(a) Meet with Consultant to review the quality of the work and resolve the matters of concern;

(b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or

(c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.5. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. 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. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, a notice setting forth provisions of this non-discrimination clause.

Consultant shall, in all solicitations and advertisements for employees placed by, or on behalf of Consultant shall state that all qualified applicants will receive consideration for employment without regard to age, race, color, religion, sex, marital status, national origin, or mental or physical disability. Consultant shall cause the paragraphs contained in this Section to be inserted in all subcontracts for any work covered by the Agreement, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense. All insurance requirements contained in this Agreement are independently applicable to any and all subcontractors that Consultant may engage during the term of this Agreement.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have

access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "A." Consultant's total compensation shall not exceed Three Hundred Fifty Thousand Dollars ($ 350,000.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal or which is inconsistent with or in violation of the provisions of this Agreement unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable. Should the City request in writing additional services that increase the hereinabove described "SCOPE OF SERVICES", an additional fee based upon the Consultant's standard hourly rates shall be paid to the Consultant for such additional services.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the Effective Date.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit "A." The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party. If a delay beyond the control of the Consultant is encountered, a time

extension may be mutually agreed upon in writing by the City and the Consultant. The Consultant shall present documentation satisfactory to the City to substantiate any request for a time extension.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of three years, ending on November 21, 2026, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. One (1) two-year extension is available on Consultant performance and at the discretion of the City. Approval of the term extension is contingent upon City Council review and approval at the conclusion of the initial three-year term.s

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing at least fifteen (15) days prior written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City. If the City suspends, terminates or abandons a portion of this Agreement such suspension, termination or abandonment shall not make void or invalidate the remainder of this Agreement.

If the Consultant defaults in the performance of any of the terms or conditions of this Agreement, it shall have ten (10) days after service upon it of written notice of such default in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

The City shall have the right, notwithstanding any other provisions of this Agreement, to terminate this Agreement, at its option and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement, immediately upon service of written notice of termination on the Consultant, if the latter should:

a. Be adjudged a bankrupt;

b. Become insolvent or have a receiver of its assets or property appointed because of insolvency;

c. Make a general assignment for the benefit of creditors;

d. Default in the performance of any obligation or payment of any indebtedness under this Agreement;

e. Suffer any judgment against it to remain unsatisfied or unbonded of record for thirty (30) days or longer; or

f. Institute or suffer to be instituted any procedures for reorganization or rearrangement of its affairs.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including

the date of City's written notice of termination within thirty-five (35) days after service of the notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant. City shall not be liable for any claim of lost profits.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

(a) Broad-form commercial general liability, in a form at least as broad as ISO from #CG 00 01 04 13, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars ($1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit. If Consultant maintains higher limits that the specified minimum limits, City requires and shall be entitled to coverage for the high limits maintained by the Consultant.

(b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars ($1,000,000.00), combined single limits, each incident for bodily injury and property damage.

(c) Workers' compensation insurance as required by the State of California and Employers Liability Insurance with a minimum limit of $1,000,000 per accident for any employee or employees of Consultant. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers for losses arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

Before execution of this Agreement by the City, the Consultant shall file with the Public Works Director/City Engineer the following signed certification:

> I am aware of, and will comply with, Section 3700 of the Labor Code, requiring every employer to be insured against liability of Workers' Compensation or to undertake self-insurance before commencing any of the work.

The Consultant shall also comply with Section 3800 of the Labor Code by securing, paying for and maintaining in full force and effect for the duration of this Agreement, complete Workers' Compensation Insurance, and shall furnish a Certificate of Insurance to the Public Works Director/City Engineer before execution of this Agreement by the City. The City, its officers and employees shall not be responsible for any claims in law or equity occasioned by failure of the consultant to comply with this section.

Neither the CITY nor any of its elected or appointed officials, officers, agents, employees, or volunteers makes any representation that the types of insurance and the limits specified to be carried by Consultant under this Agreement are adequate to protect Consultant. If Consultant believes that any such insurance coverage is insufficient, Consultant shall provide, at its own expense, such additional insurance as Consultant deems adequate.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions as worded below:

(a) Additional insureds: "The City of Placentia and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."

(b) Notice: "Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required polices are reduced; (3) or the deductible or self-insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, Consultant shall forthwith obtain and submit proof of substitute insurance. Should Consultant fail to immediately procure other insurance, as specified, to substitute for any canceled policy, the City may procure such insurance at Consultant's sole cost and expense."

(c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Placentia, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Placentia shall be excess and not contributing with the insurance provided by this policy."

(d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Placentia, its officers, officials, agents, employees, and volunteers.

(e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self-Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance and endorsements shall be attached hereto as Exhibit "B" and incorporated herein by this reference.

5.5. Non-limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Administrator or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement. It shall be the Consultant's responsibility to assure that the Project Manager is kept informed of the progress of the performance of the services and the Consultant shall refer any decision, which must be made by City, to the Project Manager. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Project Manager.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement and who shall not be

changed by Consultant without the express written approval by the City. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement, or the work hereunder may be provided by personal delivery, facsimile or if mailed, shall be addressed as set forth below and placed in a sealed envelope, postage prepaid, and deposited in the United States Postal Service. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 72 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:	IF TO CITY:
RHA Landscape Architects Planners, Inc. 6800 Indiana Avenue, Suite 245 Riverside, CA 92506 Tel: 951-781-1930	City of Placentia 401 E. Chapman Ave Placentia, CA 92870 Tel: 714-993-8132
Attn: Doug Grove	Attn: Chris Tanio

6.5. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.6. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California. Consultant agrees to submit to the personal jurisdiction of such court in the event of such action.

6.7. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.8. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings brought against the City, its elected and appointed officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence, recklessness, or willful misconduct by the Consultant, its employees,

and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, recklessness, or willful misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.9. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

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

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

6.11. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.12. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, preliminary notes, working documents, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City but shall be made available to the City within ten (10) days of request or within ten (10) days of termination. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, preliminary notes and working documents, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City. Consultant or Consultant's agents shall execute such documents as may be necessary from time to time to confirm City's ownership of the copyright in such documents.

6.13. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.14. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.15. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.16. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

6.17. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, the conflict shall be resolved by giving precedence in the following order, if applicable: This Agreement, the City's Request for Proposals, the Consultant's Proposal.

6.18. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.19. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.20. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.21. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.22. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.23. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. 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. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.24. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith

negotiations.

6.25. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF PLACENTIA,
A municipal corporation

_____ Date: _____
Damien R. Arrula, City Administrator

ATTEST:

_____
Robert S. McKinnell, City Clerk

CONSULTANT – RHA Landscape Architects Planners, Inc.

Doug Grove
_____ Date: 11/8/2023
Signature
Doug Grove
_____
Doug Grove, President
33-0092783
_____
Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

_____ Date: _____
Christian L. Bettenhausen, City Attorney

APPROVED AS TO INSURANCE:

_____ Date: _____

Krystle Murillo, Risk Manager

APPROVED AS TO CONTENT:

Chris Tanio Date: 11/8/2023

Chris Tanio, Deputy Director/City Engineer

DEPARTMENTAL APPROVAL:

Luis Estevez Date: 11/8/2023

Luis Estevez, Deputy City Administrator

EXHIBIT A

CONSULTANT'S PROPOSAL AND SCOPE OF WORK

EXHIBIT B

CERTIFICATES OF INSURANCE AND ENDORSEMENTS

City of Placentia
On Call Landscape Architecture and Design Services
RFQ No. PW-23-01

Presented to:

Prepared By:

RHA Landscape Architects-Planners, Inc.
6800 Indiana Avenue
Suite 245
Riverside, CA 92506
951-781-1930
www.rhala.com

RHA
LANDSCAPE ARCHITECTS PLANNERS, INC.

City of Placentia
Att: Chris Tanio, PE, Deputy Director/City Engineer
401 E Chapman Avenue
Placentia, California 92870

RE: On-Call - Landscape Architecture & Design Services
RFQ No. 2023-3003

RHA Landscape Architects-Planners, Inc. is very pleased to submit this statement of qualification to the City Placentia for Landscape Architecture & Design Services. We will provide all of the Landscape Architecture Services required by the City and we have reviewed and understand all elements of the RFQ. RHA is eager and willing to enter into a contract under the terms and conditions prescribed by the RFP and in the sample agreement. This proposal will remain valid for not less than 120 Days

Established in 1979, RHA is a California corporation, with offices in the City of Riverside since 1980 and currently licensed to practice in the State of California. RHA offers a wide range of landscape architectural and planning services to assist public agencies in development of a variety of large public spaces such as parks, recreation areas, specialty play area design, street scene and roadway development, public building sites, educational facilities, civic facilities, preservation of natural and historic sites, and general consulting. We are dedicated to the concept of a thorough environmental design process, and we are motivated toward providing personal service. RHA has over 39 years of experience in Riverside under our legally registered business name, in providing services of a similar type and scope as described in the Scope of Services. RHA has not filed for bankruptcy under any business name, ever.

Notable RHA projects in the greater Inland Empire include: the California Citrus State Historic Park, the California Speedway [AAA Speedway], the Pechanga Hotel, Casino and Entertainment Center, the Riverside Old City Hall redevelopment, the Mission Inn redevelopment, the Redlands Orange Blossom Trail, Reid Park, Janet Goeske Senior Center, the US Bankruptcy Court & US District Court in Riverside, Riverside County Superior Court, Riverside Municipal Auditorium, White Park, Orange Terrace Community Park, Mission Blvd. Revitalization, Orange Terrace Parkway, Inland Empire Blvd. & Haven Avenue in Ontario, University Avenue Phase III and Victoria Avenue Beautification and trails.

Key personnel of RHA hold appropriate licenses for the discipline of Landscape Architecture and for the Services on the date this proposal is submitted. The primary point of contact for services provided by RHA is Doug Grove, RLA, LEED, supported by Greg Meek, RLA, David Black, RLA, and Lauren McHugh, RLA ... all licensed landscape architects of the State of California and experienced in the landscape architecture of the City of Menifee. RHA is registered with the Department of Industrial Relations, #1000038360.

The management and primary contacts with the city from our office will be Doug Grove, RLA, LEED AP and Greg Meek RLA, CPSC. Both Doug and Greg are licensed Landscape Architects who are extremely experienced in park design and construction. Greg will be the single point of contact during the RFQ review process.

Doug Grove, email dougg@rhala.com Telephone (951) 781- 1930 ex 121
Greg Meek, email gregm@rhala.com Telephone (951) 781- 1930 ex 122

RHA is unequivocally committed to deliver a high quality project on time, within budget, and in a professional and competent manner.

WITH THE RHA TEAM YOU GET...

- One of California's leading landscape architecture, planning and design firms
- LEED certified design firm focused on sustainable "green" design
- Experienced streetscape, park design and urban renewal firm
- Experienced working relationship with public agencies
- A business located in the City of Riverside within minutes Placentia
- A high degree of understanding and 37 years of experience.
- Highly experienced, senior level personnel to serve in all key roles for RHA
- A solid reputation for the production of technically outstanding documents
- A strong Quality Control program

Thank you for the opportunity to submit this Proposal. We enthusiastically look forward to an opportunity to present our team members and qualifications in person and to respond to any questions you may have.

The information submitted with this proposal is true and correct.

Sincerely,
RHA LANDSCAPE ARCHITECTS-PLANNERS, INC.



Doug Grove, RLA, LEED® AP
President
951-781-1930 ext 121
951-686-8091 FAX dougg@rhala.com

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APPENDIX B

SUMMARY SHEET

Firm Name: RHA Landscape Architects, Planners, Inc

Firm Parent or Ownership: Same

Firm Address: 6840 Indiana Ave. Suite 100 Riverside, California 92506

Firm Telephone Number: 951-781-1930

Firm Fax Number:

Number of years in existence: 40 years

Management Contact (person responsible for direct contact with the City of Placentia and services required for this Request for Proposal):

Name: Doug Grove Title: President / Landscape Architect

Telephone Number: (951)-781-1930 ex. 121 Fax:

Email: dougg@rhala.com

Project Manager (Person responsible for day-to-day servicing of the account):

Name: Greg Meek Title: Principal / Landscape Architect

Telephone Number: (951) 781-1930 ex.122 Fax:

Email: gregm@rhala.com

Types of services provided by the firm: Landscape Architectural Services including:

Park Planning and Design, Streetscapes and Medians, Trails, Master Planning, Public Facilities,

Sports Complexes and Sports Facilities, Nature Parks and Demonstration Gardens, & Play areas.

ALLOCATION OF RESOURCE & TEAM QUAILFICATIONS

RHA is headed by two principals, **Doug Grove, RLA, LEED AP** the firm's president, and **Greg Meek, RLA**. We use a "team" approach under the direction of the firm's principals and its associates. **RHA is located in the City of Riverside** with a staff of 7 persons that includes 4 licensed landscape architects and one LEED Accredited Professional.

The RHA organizational system utilizes a team approach. Under principal management, our project assignments are organized into teams of professionals, with each team led by a principal. RHA maintains a ratio of one licensed landscape architect per each designer.

RHA STAFF

Doug Grove, RLA	-	President/Landscape Architect/LEED AP
Greg Meek, RLA	-	Principal/Landscape Architect
David Black, RLA	-	Project Manager/Landscape Architect
Lauren McHugh, RLA	-	Project Manager/Landscape Architect
Jennifer Salazar	-	Project Manager/Landscape Designer
Andrew Lytle	-	Landscape Designer
Alan	-	Accounting/Office Management

All projects with the city will be managed by Doug Grove, Principal Landscape Architect. He will be assisted by one of the principals or project managers listed above, depending on the type and timing of the specific project.

Resumes of Doug Grove, Greg Meek, David Black, and Lauren McHugh have been included in this Statement of Qualifications.

- Doug Grove (951) 781-1930 ext. 121 dougg@rhala.com
- Greg Meek (951) 781-1930 ext. 122 gregm@rhala.com
- David Black (951) 781-1930 ext. 120 daveb@rhala.com
- Lauren McHugh (951) 781-1930 ext. 125 laurenm@rhala.com

Also included in the resumes is an extensive list of project experience on relevant public works projects. Refer to the firm-wide experience lists and project descriptions that follow in the Experience and References section.

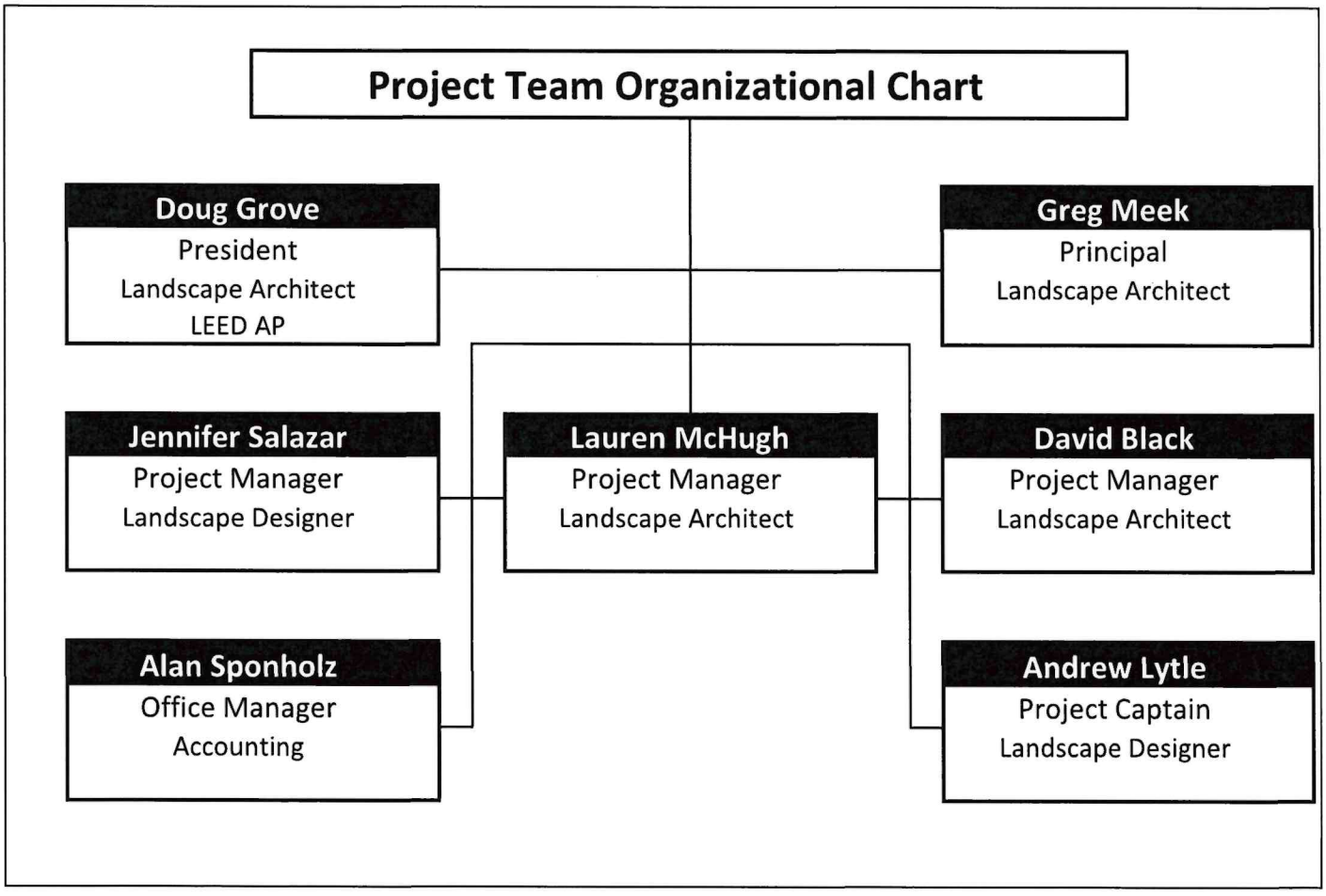
Staff Availability

All of our Staff are available to work on and assist with the potential City of Placentia projects. Are current work load will allow for additional new project and we have the ability to add additional employees to work on other projects if needed.

Subconsultants

Our well qualified team that we have assembled for this project includes the following firms:
DBA Engineering Associates– Survey, Civil Engineering, Structural Engineering, Grading, and Drainage
JCA Electrical Engineers – Electrical and lighting
BOA Architecture – Architecture and ADA compliance
Converse Consultants – Geotechnical Investigation and Reporting
Ultra Systems – Environmental Compliance

Our mid-sized office with qualified and experienced staff ensures that you will receive exception and personalized service. We like to create an environment that feels like we are an extension of the City Staff. Our goal is to always make you look good, to the people you report to, the public, the Commissions, and the City Council. We look forward to working again with the City of Placentia!





Doug Grove, RLA, ASLA, LEED® AP
President

Education:
BS/1985/Landscape Architecture/
Cal State Polytechnic University, Pomona

Active Registration:
1987/Landscape Architect/2799/State of California
LEED Accredited Professional – United States Green Building Council (*USGBC*)

Mr. Grove is President, Principal Landscape Architect, and LEED Accredited Professional with RHA Landscape Architects-Planners, Inc. He graduated from California State Polytechnic University, Pomona in 1985 and holds a Bachelor of Science degree in Landscape Architecture. A professional Landscape Architect for over 38 years, his wide range of experience in the public works sector includes in the design and project management of hundreds of park projects as well as housing development, streetscape, institutional and commercial projects.

Mr. Grove has established his ability to work efficiently and professionally throughout all aspects of project development. His extensive experience has included management and design of projects from preliminary phases to construction documents, and coordination and observation of project installation. He has been responsible for coordinating public meetings, design development, and approval on numerous public works and parks projects as well as following through with obtaining all other necessary approvals needed for final drawing and project completion.

Mr. Grove serves on the California Park and Recreation Society (CPRS) State Board of Directors as the President. He also serves on the Board of Directors for the California Turf and Landscape Foundation at the University of California, Riverside and the Building Industry Association (BIA) Riverside County as Secretary. He is a past President of the CPRS State Development and Operations Section and a past Board Member for the United States Green Building Council – Inland Empire (USGBC-IE).

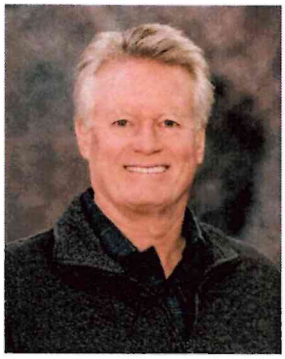
Representative projects include (partial list):

Park and Recreation Needs Assessments
- Benicia Parks, Trails, and Open Space Master Plan
- Chino Parks and Facilities Master Plan
- Carlsbad Parks and Recreation Master Plan

Neighborhood Parks
- Chino Rancho Park, City of Chino
- Lucinda Garcia Park, City of Monrovia
- Dolphin Park Inclusive Playground, City of Carson

Historical Parks
- Chino Old Schoolhouse Museum, City of Chino
- Aliso Viejo Ranch, City of Aliso Viejo

Community and Sports Parks
- La Palma Park, City of Anaheim
- Torrance Park, City of Torrance
- Yorba Park, City of Orange
- Oak Park Sports Fields, Pleasant Hill Recreation & Parks District



GREG MEEK, RLA
PRINCIPAL

EDUCATION:
BA/LANDSCAPE ARCHITECTURE/TEXAS A&M UNIVERSITY
Performance Leadership – DunkinWorks 2016
Resolve - Negotiations training – Agreement Dynamics Inc. 2017
ACTIVE REGISTRATION:
Landscape Architect/2484/State of California
Certified Playground Safety Inspector (CPSI)

Mr. Meek is a Principal Landscape Architect with RHA Landscape Architects-Planners, Inc. He graduated from Texas A&M and holds a Bachelor of Arts degree in Landscape Architecture. A professional Landscape Architect for over 36 years, his wide range of experience in the public works sector includes 3 years as the Senior Landscape Architect for the City of San Jose, the tenth largest city in the United States and 10 years of experience as a park development coordinator for various cities in California. He has been responsible for managing Park Dwelling and Park Impact fees, preparing and monitoring agency capital budgets, planning and managing agency capital improvement program, developing requests for services, agreements, and contracts, negotiating fees for services, preparing contracts, and managing staff and contractors.

Mr. Meek's experience in the private sector has included business development, client and project management, preparing budgets and cost estimates as well as the design of sports parks, neighborhood parks, schools, and streetscape projects. He has also provided consultant plan checking services for the cities of Jurupa Valley, Rialto, Diamond Bar and Palm Desert as well as in his capacity as landscape architect at the cities of Fullerton, San Jose, and San Mateo.

Representative projects include (**partial list**):

- *Rialto Landscape Plan Checking Services, City of Rialto, California*
- *Elysian Park Inclusive Play Area and Splash Pad Los Angeles, California*
- *Lucinda Garcia Park Monrovia, California*
- *Marine Park Inclusive Play Area Santa Monica, California*
- *Lee Owens Park Expansion and Renovation, City of Whittier, California*
- *Dolphin Park Inclusive Playground, City of Carson, California*
- *Acacia Park Renovation and Play Areas, City of El Segundo, California*
- *Washington Park Play Area, City of El Segundo, California*
- *Jurupa Valley Planning Department Plan Checking, City of Jurupa Valley, California*
- *Hayward Square Park, City of San Mateo, California*
- *Beresford Park, City of San Mateo, California*
- *Martin Luther King Park, City of San Mateo, California*
- *Poplar Creek Golf Course club House Landscape Renovation, City of San Mateo, California*
- *Lake Cunningham Bike Park/ Extreme Sports Park, San Jose, California*
- *Grand Terrace Fitness Park, Grand Terrace, California*
- *Bagdouma Park Renovation Project, City of Coachella, California*
- *Dateland Park Renovation Project, City of Coachella, California*
- *Casmalia and Alder Street Beautification Project, Rialto, California*
- *Terra Bella Specific Plan Landscape Design Guidelines, French Valley California*

UNDERSTANDING OF SCOPE, PROJECT APPROACH & WORK PLAN

I. UNDERSTANDING OF SCOPE

We understand that the scope of work may include providing the City with on-call landscape architecture and design services, surveying, irrigation, structural, civil, electrical, and related services which may be required in connection with planning, design, and renovation of landscaped medians, parkways, and park facilities. Typical projects may be landscaped medians, parkways, and park facilities and related engineering services on an On-Call, Time and Material, Not-to-Exceed basis, to the City of Placentia, including the following: Preliminary Project Research, Studies and Investigations; Surveying; Project Design, including preparation of Plans, Specifications, and Estimates; Utility Coordination, Construction Support, Quality Assurance/Quality Control, Constructability Review, Value Engineering, and related services.

We understand the we will be required to submit progress plans and specifications at 50%, 90% and 100% completion, during which time the City staff will review such submittals for approval, prior to proceeding with subsequent submittals. The construction plans and technical specifications at each stage of percentage completion and submittal shall contain sufficient information to cover most of the aspects of the work required on the project. Plans shall consist of the construction drawings, technical specifications and other detailed sketches complete with concise measurement and notes to help the constructability of the project.

We understand construction support services will include assisting with bid and award; attend pre-construction conferences; conduct regular site inspections and attend scheduled site meetings; provide observation of contractor's operations and work to determine compliance with plans and specifications, quality of workmanship and progress reports; review shop drawings and contractor's submissions; review payment applications; provide clarifications and responses on RFIs and change orders; conduct preliminary punch-list review; coordinate preparation of O & M manuals and warranties; and conduct final inspections for compliance with contract documents and code requirements.

Our specific scope of work will depend upon the nature of each project and may consist of any or all of the following: Conceptual/Preliminary Design Development, Site Evaluation and Selection, Program Development, Working Drawings/Specifications, Assistance during Bidding, Construction Observation, Inspection Services, Preparation of Maintenance Guidelines and General Consulting

The following design process is generally how we approach a typical project. This process will be customized for each individual project and may include any or all of the following services:

A. CONCEPTUAL PLANNING

Project Base Sheet – We will work from AutoCAD generated base data provided by City's Engineer.

Project Site Review – We will visit/review the site and verify existing site conditions and adjacent development.

Schematic Design – We will prepare a rough Schematic Plan for City review/input. The products of the schematic planning phase initially will be rough sketches, plan view studies/overlays and discussion, finishing with a loose, yet slightly more refined CAD drawing.

Conceptual Plan – We will prepare a finished Conceptual Plan delineating the landscape development. This plan will be based upon design team and City input from the preceding Schematic Plan. The plans will illustrate the scale and relationship of the project components and will depict all landscape elements of the project, their approximate location, use, and general description. We will color render the completed plans.

B. PRELIMINARY DESIGN

Project Base Sheet – We will work from AutoCAD generated base data provided by the Engineer.

Project Site Review – We will visit/review the site and verify existing site conditions and adjacent development.

Preliminary Design – We will prepare a Preliminary Plan delineating the landscape development. This plan will be based upon design team and City input. The plans will illustrate the scale and relationship of the project components and will depict all landscape elements of the project, their approximate location, use, and general description. We will color render the completed plan.

Opinion of Probable Construction Cost – We will prepare a preliminary opinion of probable construction cost.

C. CONSTRUCTION DOCUMENTS – We will prepare the following construction documents in sufficient detail for competitive bidding and construction:

Planting Plan and Details – Planting plants will specify all proposed plant material to be installed in the improvement areas. We will provide photos and descriptions of all plant material for review by the city. Details in concurrence with the City of Riverside standards will be provided.

Irrigation Plan and Details – This plan will layout all piping, valve, control equipment, and sprinkler heads for irrigation of the planted areas. The Irrigation Plan will define water

wise irrigation design and equipment including water distribution devices, valves, lines, controllers and all components necessary to operate the irrigation systems. Details in concurrence with the City of Riverside standards will be provided. We will prepare the various required water use estimate calculations, peak demand calculations, watering window calculations and pressure loss calculations.

Soil Management Plan - In accordance with the State of California Model Water Efficient Landscape Ordinance (MWELO) and any City/County specific ordinance we will prepare a Soil Management Plan that will include soil testing after mass grading to identify soil type, texture, infiltration rates and recommendations for soil amendments.

Landscape Maintenance Plan - In accordance with the State of California Model Water Efficient Landscape Ordinance (MWELO) and any City/County specific ordinance we will prepare a Landscape Maintenance plan that will include irrigation schedules, and a regular maintenance schedule.

Specifications – We will prepare notes/specifications identifying types and qualities of materials and methods to be used in construction.

Opinion of Probable Construction Cost – We will prepare an opinion of probable construction cost based upon the construction documents.

D. BIDDING PROCESS

We understand that City, RHA or the architect/engineer will disperse the plans and request bids from the appropriate contractors and will receive bids. We will answer questions and provide clarification as necessary and will assist in the evaluation of the bids received as required.

E. CONSTRUCTION OBSERVATION

RHA will make weekly field observation visits of the project during construction to review construction progress as requested by the City. The City's inspector will provide the day-to-day inspection, organize the meetings and provide construction administration. We will support the City, advising and making recommendations.

1. A pre-construction conference will be conducted to be attended by the City, Design Team, and the contractor along with major subcontractors for the project. All of the requirements regarding the hours of operation during the length of the construction process will be carefully outlined. All of the required contracts, bonds, and insurance will be reviewed with the contractor. Construction schedules as provided by the contractor along with the schedule of values will be reviewed and approved.

2. Weekly to the job sites will be conducted including meetings with the general contractor and the City to ascertain the progress of the project and its compliance with the contract documents. Meeting minutes will be prepared for distribution.

3. All necessary drawings/specification clarifications will be prepared to further indicate project requirements.

4. Assistance will be provided for the development of change orders as related to the original scope of work along with the review of contractor submittals including reviewing and approving all cost breakdowns.

5. All submittals provided by the contractor as required in the contract documents will be reviewed and approved including shop drawings, samples, and product data. Turnaround time for review of submittals will be one (1) week from receipt of submittals in RHA's office.

6. Assistance will be provided as to the appropriateness of all testing and inspection related to the project.

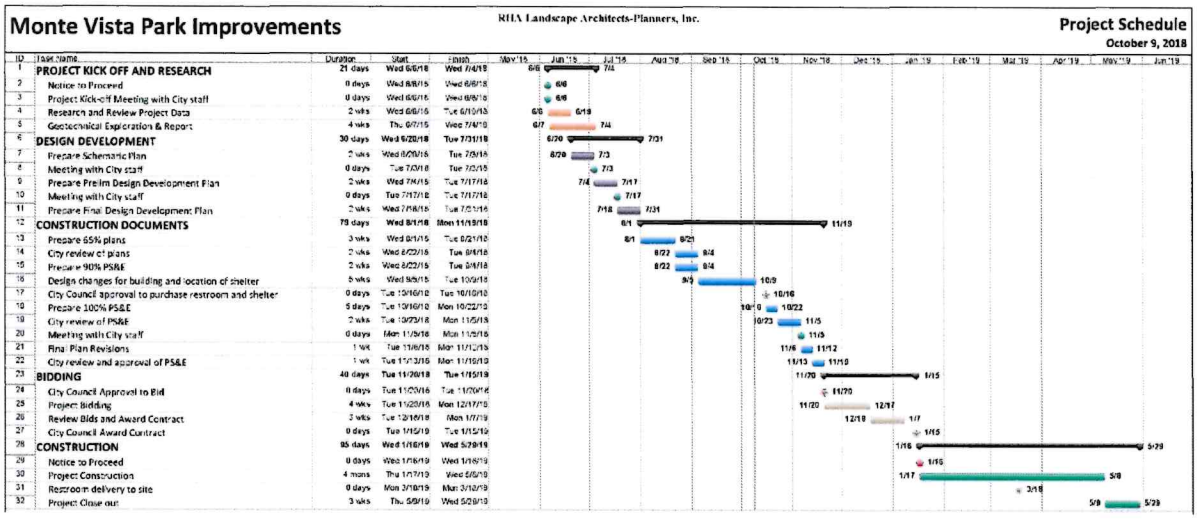
7. Upon completion of the project, a final punch list will be prepared for items to be corrected on the project by the contractor. Assistance will be provided in coordinating all of the required guarantees and operating manuals for all of the components of the irrigation systems.

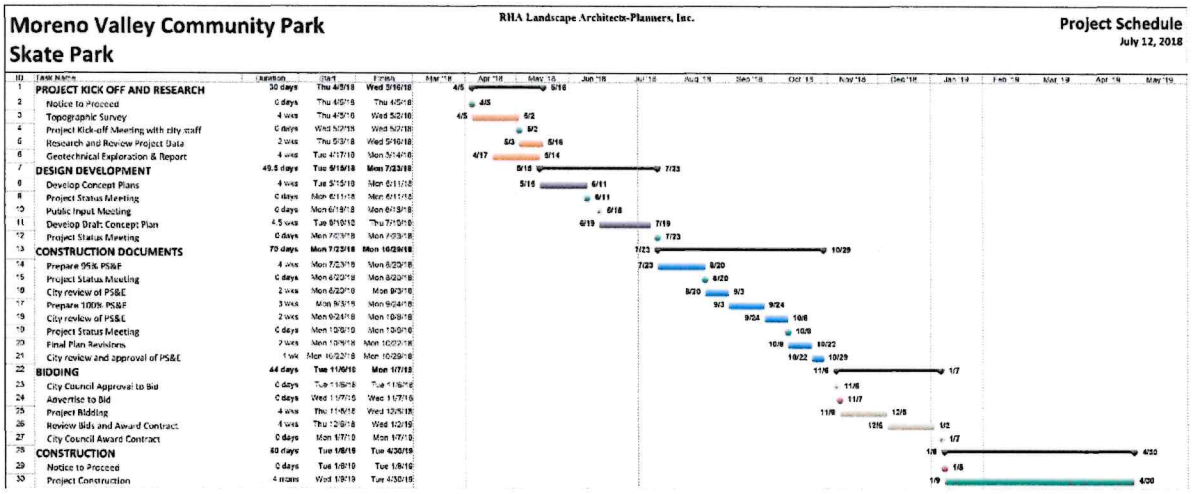
8. A final inspection of the project at the conclusion of the landscape maintenance period. We will make recommendations for acceptance by the City as appropriate.

9. We will periodically review the as-built drawings in the field and at project completion for accuracy.

PROJECT SCHEDULING

We will prepare a detailed project schedule for each project similar to the ones below. The schedule will be updated on a regular basis to ensure all project deadlines are met.





REFERENCES

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13220 Central Avenue
Chino, CA 91710

(909) 334-3491
lreich@cityofchino.org

Cheryl Ebert, P.E.
CITY OF EL SEGUNDO
401 Sheldon Street
El Segundo, CA 90245

(310) 524-2321
cebert@elsegundo.org

Tina Cherry, Community Services Director
City of Monrovia
Community Services
119 West Palm Avenue
Monrovia, CA 91016

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tcherry@ci.monrovia.ca.us

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Pico Rivera CA 90660

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Parks, Recreation & Community Services Department
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pgalera@riversideca.gov

Linda Cogswell
City of Santa Monica
Architecture Services Division
1685 Main St, Mail Stop 15
Santa Monica, CA 90401

(310) 458-2205 x8728
Linda.Cogswell@SMGOV.NET

APPENDIX C

CERTIFICATION OF PROPOSAL TO THE CITY OF PLACENTIA

1. The undersigned hereby submits its proposal and, by doing so, agrees to furnish services to the City in accordance with the Request for Proposal (RFQ), dated September 2023, and to be bound by the terms and conditions of the RFQ.

2. This firm has carefully reviewed its proposal and understands and agrees that the City is not responsible for any errors or omissions on the part of the proposer and that the proposer is responsible for them.

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

4. The proposal includes all of the commentary, figures and data required by the Request for Proposal, dated September 2023.

5. This firm has carefully read and fully understands all of the items contained in Section 7, General Requirements. This firm agrees to all of the general requirements except for those disclosed by the firm in project proposal, listed on an attachment.

6. The proposal shall be valid for 90 days from September 28, 2023.

Name of Firm: RHA Landscape Architects Planners, Inc.

By: Greg Meek
(Authorized Signature)

Type Name: Greg Meek

Title: Principal

Date: October 17, 2023

Placentia City Council
AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DEPUTY CITY ADMINISTRATOR / PUBLIC SERVICES AND INFRASTRUCTURE

DATE: NOVEMBER 21, 2023

SUBJECT: **AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT WITH BUCKNAM INFRASTRUCTURE GROUP INC., FOR THE PAVEMENT MANAGEMENT PLAN REPORT**

FISCAL IMPACT:

EXPENSE:	$ 24,977.00	AMENDMENT AMOUNT
AVAILABLE BUDGET:	$ 165,210.00	FISCAL YEAR 2023-24 CIP BUDGET (109800-6850, JL 24104-6740)

SUMMARY:

On September 11, 2023, the City entered into an agreement with Bucknam Infrastructure Group, Inc. ("Bucknam") to conduct the physical inspection of all the City's streets and prepare the City's biennial 2024 Pavement Management Plan (PMP) and report. Residential streets and arterial streets were last inspected in 2022. The report will summarize the current condition of the City's roadway network, quantify in today's dollars the City's maintenance backlog amount, provide several potential funding scenarios to maintain or improve the overall pavement condition, and serve as a tool to assist the City with planning and budgeting for current and future needed pavement repairs and maintenance.

In addition to the PMP, the City needs to conduct an inventory of all of its street name signs to be replaced as part of the Citywide Wayfinding Signage Program. Bucknam provided a proposal to the City in the amount of $24,977 to survey, inventory, and integrate the data into the City's Geographical Information Systems (GIS). The agreement with Bucknam to complete the PMP was approved by the City Administrator as it was within his administrative approval limit; however, the cost of the added work exceeds his approval limit and is presented to the City Council for its consideration and approval. If approved, Bucknam will conduct the sign inventory at the same time they are driving and inspecting every City street as part of the PMP update.

RECOMMENDATION:

It is recommended that the City Council take the following actions:

1. Approve Amendment No. 1 to the Professional Services Agreement with Bucknam Infrastructure Group for an additional $24,977 to provide additional professional services for a street name sign inventory for a cumulative contract not-to-exceed amount of $64,742; and

2. Authorize the City Administrator to approve contract change orders up to 10% of the contract not-to-exceed amount, or $6,474; and

3. Authorize the City Administrator and/or his designee to execute the necessary documents, in a form approved by the City Attorney.

STRATEGIC PLAN STATEMENT:

This Council action conforms to Strategic Planning Goal and Objective 5.8 to implement the Pavement Management Plan and 6.2 to install Citywide wayfinding signage.

DISCUSSION:

On September 11, 2023, the City entered into an agreement with Bucknam Infrastructure Group, Inc. ("Bucknam") in the amount of $39,765 to conduct a physical inspection of all City streets and prepare the City's biennial 2024 Pavement Management Plan (PMP) and report. Residential streets and arterial streets were last inspected in 2022. The report will summarize the current condition of the City's roadway network, quantify in today's dollars the City's maintenance backlog amount, analyze several potential funding scenarios to maintain or improve the City's pavement condition index, and serve as a tool to assist the City with planning and budgeting for current and future needed pavement repairs and maintenance.

In addition to the PMP, the City needs to inventory all of its street name signs with the goal of eventually replacing all street name signs as part of the Citywide Wayfinding Signage Program. Bucknam provided a proposal to the City in the amount of $24,977 to survey, inventory, and integrate the data into the City's Geographical Information Systems (GIS). Wayfinding signage at key locations throughout a community helps to create unique community branding when announcing a motorist's or pedestrian's arrival at key destinations. Effective community wayfinding signage is a key component to economic development efforts and placemaking and conveys a higher degree of a community's sophistication and investment in its local infrastructure.

Bucknam worked with OCTA in the development of the Countywide Pavement Management Program in 2008 and has met the OCTA's pre-qualified pavement inspection requirements. Currently, Bucknam is pre-qualified with OCTA through June 30, 2025, and is uniquely qualified to provide relevant and accurate PMP services based upon their ongoing work with OCTA and 21 Orange County cities including Orange, Santa Ana, Huntington Beach, Fullerton, Brea, La Habra, Fountain Valley, and Tustin. In addition, Bucknam prepared the City's 2022 PMP update and during this process provided outstanding service and did a comprehensive analysis of the City's PMP. Collection of right-of-way inventory data such as street name signs and other infrastructure is commonly performed as part of a biennial PMP as the consultant will already be driving every street in the City as part of the pavement inspection process. Staff recommends approval of this amendment based upon the consultant's experience and advanced data collection capabilities. Staff is recommending amending the existing agreement with Bucknam for an additional amount of $24,977 to complete a citywide inventory of street name signs in preparation for the upcoming wayfinding signage project, which will replace all street name signs with the City Council approved design.

FISCAL IMPACT:

The recommended action will approve an amendment to the Professional Services Agreement with Bucknam for an additional $24,977 for a cumulative not-to-exceed amount of $64,742. The initial agreement was approved by the City Administrator under his administrative approval authority. Sufficient funds are budgeted and available in the amended Fiscal Year 2023-24 Capital Improvement Program Budget to cover this expense. As such, sufficient funds exist for the recommended actions.

Prepared by:
Chris Tanio
Deputy Director of Public Works/City Engineer

Reviewed and approved:
Jennifer Lampman
Director of Finance

Reviewed and approved:
Luis Estevez
Deputy City Administrator

Reviewed and approved:
Damien R. Arrula
City Administrator

Attachment:
Amendment No. 1 to Professional Services Agreement with Bucknam Infrastructure Group

AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT
PROVISION OF PROFESSIONAL SERVICES WITH
BUCKNAM INFRASTRUCTURE GROUP, INC.

This Amendment No. 1 ("Amendment") to Professional Services Agreement is made and entered into effective the November 21st 2023, by and between the CITY OF PLACENTIA, a Charter City and Municipal Corporation ("CITY"), and BUCKNAM INFRASTRUCTURE GROUP, INC., a California corporation (hereinafter "CONSULTANT"). CITY and CONSULTANT are sometimes hereinafter individually referred to as "Party" and or collectively referred to as the "Parties."

A. RECITALS:

(i). CITY and CONSULTANT entered into a Professional Services Agreement ("Agreement") effective September 11, 2023 through which CONSULTANT has been providing professional services as more fully explained in the Scope of Services attached to the Agreement as Exhibit "A."

(ii). The Parties now seek to amend the Agreement to increase the cumulative not-to-exceed amount by $64,742.00 for additional street name sign inventory services as part of the pavement management plan.

(iii). All legal prerequisites to the making of this Amendment have occurred.

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

B. Amendment to Agreement.

1. Section 2.1, Paragraph 1 of the Agreement is hereby amended to read as follows:

2.1. Compensation. Consultant shall be paid in accordance with the fee scheduled set forth in Exhibit "A". Consultant's total compensation shall not exceed Sixty Four Thousand Seven Hundred Forty Two, Dollars ($64,742) over the initial two-year term.

2. Except as specifically modified herein, all of the terms, conditions and provisions of the Agreement shall remain in full force and effect.

3. The Agreement, all amendments together with this Amendment No. 1 and all Exhibits attached thereto, constitutes the entire Agreement between the Parties and supersedes all prior negotiations, arrangements, representations, and understandings, if any, made by or between the Parties with respect to the subject matter hereof. No amendment or other modification of the Agreement, as modified by this Amendment No. 1 shall be binding unless executed in writing by both Parties hereto, or their respective successors, assigns, or grantees.

5. Each of the undersigned represents and warrants that he or she is duly authorized to execute and deliver this Amendment No. 1 and that such execution is binding upon the entity for which he or she is executing this document.

IN WITNESS WHEREOF, the Parties have caused Amendment No. 1 to the Professional Services Agreement are to be executed as of the day and year first above written.

CONSULTANT

By: _____
Peter Bucknam, President

CITY OF PLACENTIA

By: _____
Damien R. Arrula, City Administrator

ATTEST:

_____
Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

By:_____
Christian L. Bettenhausen, City Attorney

EXHIBIT A

CONSULTANT'S PROPOSAL AND SCOPE OF WORK FOR AMENDMENT NO. 1

October 27, 2023

Chris Tanio, PE
Deputy Director of Public Works/City Engineer
City of Placentia
401 E. Chapman Avenue
Placentia, CA 92870

Subject: **Proposal for Street Name Sign Inventory Services**

Dear Chris;

It is our pleasure to submit our proposal to assist the City in the proactive management of the City's street name sign inventory program. Bucknam Infrastructure Group, Inc. has identified a proactive and cost efficient method to assist the City in the continued success of your sign program. Our team will focus our high-end sign management expertise and GIS technology to optimize the City's administration of essential infrastructure management programs.

Our services will build a citywide street name sign inventory program through cost-conscience inspections and GIS delivery / support.

By selecting *Bucknam Infrastructure Group, Inc.*, the City of Placentia will continue to receive a strong, knowledgeable, innovative and communicative team with the experience to implement a cost-effective sign inventory. Our handpicked technicians and management professionals are committed to delivering quality services to the City. Mr. Peter Bucknam will represent our firm for this project and can be contacted at 760-216-6529 (work) 714-501-1024 (cell) or email at peter@bucknam-inc.com.

In order to streamline project management and work schedules, all work efforts will be conducted through Bucknam Infrastructure's office in Oceanside, CA

Respectfully submitted,

Bucknam Infrastructure Group, Inc.

Peter J. Bucknam
Project Manager / President

BUCKNAM
INFRASTRUCTURE GROUP, INC
3548 Seagate Way, Suite 230
Oceanside, CA 92056
T: (760) 216-6529
www.bucknam-inc.com

Street Name Sign Inventory / Management Tasks

TASK 1: Kick-off Meeting

The first step in implementing a successful traffic control device inventory program truly resides in frequent communication and timely scheduled data updates. For the City of Placentia, it will be essential to establish, up front, the Public Works, Traffic and Maintenance management priorities. Our team will set a Project Kickoff meeting to discuss and review the expectations of the project, technical approach and the review of schedule and budget.

This effort will build consensus between the Traffic, Maintenance and Public Works departments as well as build a stronger maintenance / replacement program.

The key topics to be discussed will include the review and assessment of the existing sign data, sign data attributes, recently replaced signs, data quality and condition.

During the project several project status meetings will be held to ensure that the major scope tasks and project schedule are being adhered too.

TASK 2: Conduct Street Name Sign Inventory

Bucknam staff is very familiar with the Placentia street network due to our current support of the City's pavement management program. This familiarity with the network gives our firm the unique ability to immediately set public street surveys in motion.

Definition of Sign Attributes

We have included below the typical street name sign attributes collected during our surveys. Our Project Manager will work with Mr. Chris Tanio in defining what attributes will be collected and associated with each street name sign location. These attributes typically include:

- **Street Name Sign Inventory**
    - Sign ID and # of signs
    - Sign text
    - Pole ID, Post type, post count, cluster (grouping)
    - Street name, cross street, street side
    - General sign condition (Poor, Fair, Good)
    - Standardized comments (missing sign, bent pole, etc.)

The City includes 131 miles of streets that include approximately 2,800 street name signs. Through our discussions with City staff we have indicated that we will provide the following assessment inventories:

- Perform a Street Name Sign Inventory to ensure data accuracy, reliability and use;
    - Data collection will include all Street Name Signs only



- Verify / Correct existing sign location data (if any)

Through the use of our Field Map GIS mobile application we will identify Arterial/Collector and Local signs. All street name sign data becomes property of the City.

Each asset location will be represented with a GPS point based on the assets definition. All captured sign data is captured and exported to ESRI GIS Enterprise software for quality control and review. All data collected can easily be imported into Excel and ESRI based software's such as Field Map, Collector, ArcGIS Online.

Establishment of QA/QC Plan

We will use a statistical sampling approach for measuring the quality of our field technician's work. In this manner, five (5) percent of the original surveys will be re-assessed by an independent survey crew and the results will be compared to the original surveys.

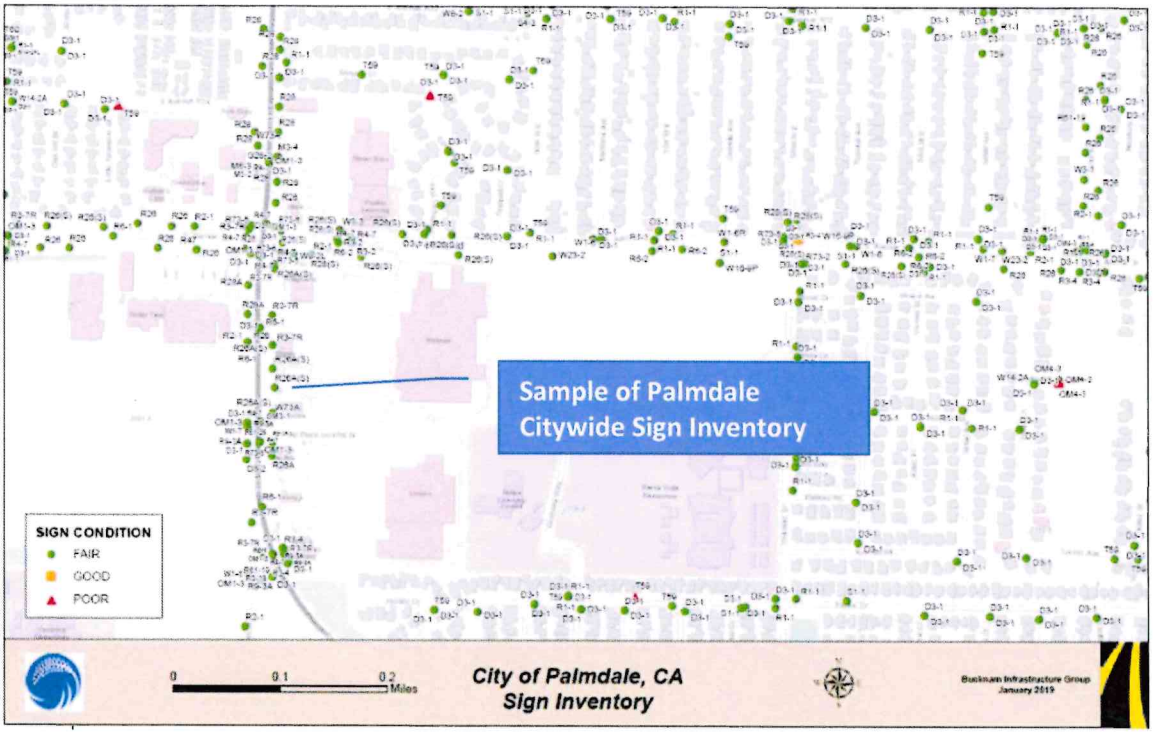
Our QC process involves checking the field crews' work in a "blind study" fashion. Quality control checks will be performed multiple times throughout the survey schedule. This will ensure that all field personnel are properly collecting street name sign attributes and quantities along defined segments. We will make sure that all street name sign assets are projected with the proper coordinate and projection system; the City's street centerline and parcel layer will be used for this effort as well.

It is our understanding the City is currently managing their GIS data through ESRI's ArcMap/ArcGIS Online software, Bucknam will provide the updated street name sign data to the City in the proper format to ensure its validity and use. This will be completed by working with current GIS/IT staff.

TASK 3: GIS Delivery / Integration of Sign Assets

Anytime during the survey efforts and/or once data collection efforts are complete, we will provide our mapping/reporting deliverables to the City for review, comment and approval:

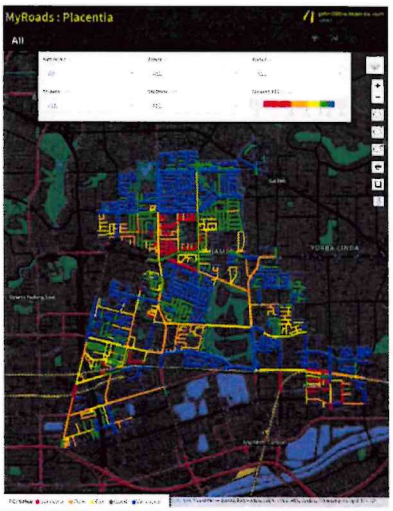
- Citywide Placentia Street Name Map Atlas Book
- Street Name Sign Inventory report (Excel) demonstrating all signs that were located along with their associated attribute data
- Final GIS data for integration within the City's GIS Enterprise



Based upon the City's review of all deliverables and provided comments, Bucknam Infrastructure will provide City staff with final GIS data project file(s) and associated shapefiles for publication within the City's GIS Enterprise.

Deliverable: Complete GIS files/themes based on list above (shapefiles, .mxd and .mpk), data coordination/integration into GIS Enterprise and Street Name Sign Map Atlas book.

TASK 4: Publication of Street Name Sign Inventory within MyRoads®



With the incorporation of MyRoads® PMP web-portal through Bucknam's Pavement Management Program services, we will publish finalized street name sign inventory data into the City's MyRoads® account. This will allow users to selected sign assets by zone/district, street name, individually or as a group to identify essential traffic control data.

As the City improves its operational and maintenance applications, MyRoads® will serve as the go-to asset identification tool that will quantify and calculate cost-estimates for O&M services/projects. Again, the City currently has access to MyRoads® and will immediately be able to view, query, report and calculate asset data with Bucknam's

publication of your traffic control data. Our MyRoads® services are applied annually and are shown within our proposed fee.

Proposed Fee

Bucknam Infrastructure Group, Inc. has included a **time and materials, not-to-exceed** proposed fee for the City consideration ($24,977). Our fee follows the described tasks shown within the Scope of Work. We have included our Hourly Rate Schedule as well.

	Description	Principal	Project Manager	GIS Manager	Senior Technician	Field Technician(s)	Admin	Total by Task
	Base Fee	$295/hr	$205/hr	$160/hr	$155/hr	$107/hr	$100/hr	
Task 1	**Kick-off Meeting / QA-QC**							
	Project Kick-off Meeting		2					$410
	Project Status Meetings - QA/QC	1	1	2	2	16		$2,842
Task 2	**Conduct Street Name Sign Inventory**							
	Sign Inventory (approximately 2,800 street name signs)	(collected @ $5.90 per sign)						$16,520
Task 3	**GIS Integration of Sign Assets**							
	Street Name Sign inventory GIS / GPS Management		1	2		5		$1,060
	Creation and Delivery of Report/Sign Atlas Map Book		1	8	2		1	$1,895
Task 4	**Publication of Sign Inventory within MyRoads®**		1	4	1			$1,000
	Reimbursables (mileage, materials, printing deliverables)							$1,250
	All deliverables will become property of the City of Placentia							
	All Tasks are negotiable							
						Total Base Fee		$24,977
	Additional services outside of this contract will be negotiated with the City where we will use the Standard Hourly Rate Schedule							
Notes / Assumptions:								
	Task 2: GIS parcel, most recent aerial, previous street name sign data will be provided to Bucknam							
	Task 2: Total sign approximation of 2,800 may be changed by City; additional signs will alter total base fee							
	Task 3: Bucknam assumes City has ESRI ArcMap 10.x license							

Should the City desire to increase the service level above the task description outlined above for the Task 1 thru 4 or require other services not described herein, a fee adjustment would be negotiated and mutually agreed upon by both parties.

Standard Hourly Rate Schedule

Category	Rate
Principal	$ 295
Senior Project Manager	215
Infrastructure Management Project Manager	205
Management Analyst	180
Project Engineer / Planner	170
Sr. Engineer / GIS Manager / Sr. Inspector	160
Assistant Engineer / Sr. Technician / GIS Analyst	155
CADD Operator	120
Field Technician	107
Administrative Assistant	100
Clerical / Word Processing	95

Reimbursables

Mileage	$0.75/mile
Subconsultant Services	Cost + 15%
Reproduction	Cost + 15%
Travel & Subsistence	Cost + 15%
Fees & Permits	Cost + 15%
Computer Services (External)	Cost + 15%

Rates Effective 9/1/23

BUCKNAM INFRASTRUCTURE GROUP, INC
3548 Seagate Way, Suite 230
Oceanside, CA 92056
T: (760) 216-6529
www.bucknam-inc.com

Placentia City Council
AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DEPUTY CITY ADMINISTRATOR / PUBLIC SERVICES AND INFRASTRUCTURE

DATE: NOVEMBER 21, 2023

SUBJECT: **PROFESSIONAL SERVICES AGREEMENT WITH BUREAU VERITAS TECHNICAL ASSESSMENTS, LLC., FOR CITYWIDE ASSET MANAGEMENT PROGRAM AND PURCHASE OF BRIGHTLY ASSET MANAGEMENT SOFTWARE MODULE**

FISCAL IMPACT:

EXPENSE:
$119,254.44 PROFESSIONAL SERVICES AGREEMENT
$ 11,925.44 TOTAL CONTINGENCY AMOUNT
$131,179.88 TOTAL AMOUNT

$ 35,774.53 PURCHASE OF SOFTWARE MODULE
$ 3,577.45 TOTAL CONTINGENCY AMOUNT
$ 39,351.98 TOTAL AMOUNT

$170,531.86 GRAND TOTAL AMOUNT

BUDGETED:
$171,000.00 TOTAL PROJECT BUDGET
$100,000.00 FY 2023-24 CIP BUDGET (109800-6770 JL#24903-6770)
$ 71,000.00 PROPOSED BUDGET RESOLUTION (799800-6770 JL#24903-6770)

SUMMARY:

Staff prepared a Request for Proposals and solicited competitive proposals from qualified asset management assessment teams for the purpose of developing the City's first comprehensive Asset Management Program (Program). The Program entails a detailed facility condition assessment and preparation of a 10-year facility capital improvement budget, creation of an asset registry with asset barcoding system, completion of needs and risk assessments, preparation of preventative maintenance plans for all assets and integration of the program into a new asset management software program for Public Works personnel to utilize for the purpose of conducting more proactive maintenance and management of the City's various assets. A total of three (3) proposals for this project were received. A Selection Committee consisting of the Deputy City Administrator, Deputy Director of Community Services, Senior Management Analyst and Public Works Intern reviewed and scored the proposals.

On February 1, 2022, the City Council approved a Master Subscription Agreement (Agreement) with Brightly Software, Inc. (Brightly), formerly known as Dude Solutions, to purchase and implement SmartGov, a permit tracking/land management software. Since then, the City has sought to purchase and integrate additional work modules from Brightly into the City's operations. The adopted Fiscal Year (FY) 2023-24 Capital Improvement Program (CIP) Budget includes funding for a Public Works asset management and condition assessment master plan. As part of this project, Staff is recommending the purchase of the Brightly Asset Essentials™ module, an asset management software to have a computerized inventory of City facility and park assets to strategically schedule proactive maintenance tasks, log repairs, and budget for replacements of critical infrastructure necessary for smooth operations of City services. The new module will work seamlessly with the new Brightly permit tracking system the City recently implemented. The executed, negotiated agreement from Smartgov governs this Asset Essentials purchase. In accordance with the City's purchasing policy section 10D, Staff is proposing to utilize a cooperative agreement competitively solicited through Sourcewell for the purchase of this module.

The recommended actions accept the recommendation of the Selection Committee to award a Professional Services Agreement to Bureau Veritas for a not-to-exceed amount of $119,254.44 to conduct a Citywide Asset Management Program and $35,774.53 to purchase Brightly Asset Essentials™ module for proactive repair and maintenance of all City assets.

RECOMMENDATION:

It is recommended that City Council take the following actions:

1. Award a Professional Services Agreement to Bureau Veritas for a not-to-exceed amount of $119,254.44 to prepare a Citywide Asset Management Program.

2. Authorize the City Administrator to approve any change orders up to 10% of the contract not-to-exceed amount, or $11,925.44; and

3. Approve a Purchase Order with Brightly Software, Inc., formerly known as Dude Solutions, Inc. ("DSI"), pursuant to Sourcewell procurement contract #090320-SDI for the purchase of the Brightly Asset Essentials Module™ for $35,774.53; and

4. Authorize the City Administrator to approve any change orders up to 10% of the contract not-to-exceed amount, or $3,577.45; and

5. Adopt Resolution No. R-2023-88, A Resolution of the City Council of the City of Placentia, California authorizing a budget amendment in Fiscal Year 2023-24 in compliance with City Charter of the City of Placentia §§1206 and 1209 pertaining to appropriations for actual expenditures; and

6. Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

STRATEGIC PLAN STATEMENT:

There is no specific strategic planning goal or objective associated with this agenda item.

DISCUSSION:

Asset Management Program

Pursuant to City Council policy direction, Staff has been tasked with creating a Citywide Asset Management Program (Program) which includes a detailed facility condition assessment and capital improvement program. In addition, the Program includes a detailed risk and needs analysis, creation of an asset registry and barcoding system, preparation of preventative maintenance programs for all assets and integration of the Program into a new asset management software program. The software is designed to operate and maintain its facility and park assets more effectively. The City does not currently maintain any registry of its assets, maintenance records or history, asset management software or a routine regularly scheduled preventative maintenance program for its assets. The purpose of the program is to allow the City to effectively address preventative maintenance needs and anticipate maintenance and replacement costs and allocate appropriate funding through the City's Capital Improvement Program Budget. The City last completed a facility condition assessment in 2012 which did not evaluate all City assets in its inventory.

The goal of the City's new Asset Management Program is to shift from reactive maintenance and repairs to proactive planning and management of infrastructure assets through focused Asset Management Plans utilizing asset management software. The Asset Management Program will be centered around a detailed facility condition assessment and will focus on City buildings and facilities such as City Hall and the police station, fire stations, community centers and gyms, restroom buildings, storm water pump stations, the Bradford Pedestrian Bridge and park facilities.

A total of three (3) proposals for this project were received. A Selection Committee consisting of the Deputy City Administrator, Deputy Director of Community Services, Senior Management Analyst and Public Works Intern reviewed the proposals. The following table outlines the combined final scores and rankings:

RANKING	CONSULTANT	TOTAL SCORE
1	Bureau Veritas	333
2	ALPHA Facilities Solutions	307
3	Kayuga Solution	275

Bureau Veritas (BV) was the highest ranked firm based upon their extensive experience in conducting and delivering asset management programs in California as well as their understanding of the City's work scope and the City's vision for this program. BV was the lead consultant that completed the City of Placentia's Planning software implementation in 2022 and are very familiar and experienced in working with Brightly's Asset Essentials module (as recommended below) and have completed numerous similar integrations with other Cities. BV will be responsible for populating the new database and providing the City with a turn-key system ready for end-user training and application.

In addition, sealed cost proposals were received from each firm which were opened and evaluated at the conclusion of the review process. Consultant cost proposals are based upon hourly rates for each assigned project team member multiplied by the total number of allocated hours by task. Professional services agreements are awarded based upon qualifications; however, cost proposals are considered only to the extent that the proposed cost is reasonable for the services to be delivered. The cost proposals noted in the table below reflect each consultant's cost to conduct a citywide asset management program:

Consultant	Complete Cost Package
Bureau Veritas	$119,254.44
ALPHA Facilities Solutions	$83,695.69
Kayuga Solution	$261,230.00

Once the BV team was identified as the top-ranked firm, Staff confirmed with BV that the work scope and fee is complete and covers all of the tasks called out in the City's RFP. The scope includes the conduction of a facility condition assessment, asset registry, risk analysis, needs assessment, preventive maintenance program, and the asset management software implementation. It is anticipated the asset management program will be completed within six (6) months of the City issuing BV a Notice to Proceed with this work with the facility condition assessment and list of capital improvements completed by the end of March 2024.

Asset Management Program Software

The Public Works Department currently relies upon service requests submitted through iPlacentia/GoGov, the City's citizen request management software to serve as a quasi-work order system, Staff memory and spreadsheets to manage, track, and maintain assets associated with facilities. The City requires a comprehensive asset management software program to efficiently manage and maintain critical infrastructure asset data. Asset management software also known as a computer maintenance management system (CMMS) is a specialized software system designed to help organizations track, manage, and optimize their assets throughout their lifecycle. The software helps organizations maintain an accurate inventory of their assets and schedule and track preventative maintenance tasks, reducing downtime, extending asset lifecycles, and optimizing maintenance costs. The transition to asset management software will further the City's efforts towards proactive preventative maintenance, streamline work order processing, and reduce costs through efficiencies by improving internal workflows and accurate record keeping. Asset management software will also provide Staff with accurate information in the field through mobile technology and allow Staff to maintain the City's facilities and parks at optimum levels.

During the implementation process of the City's new SmartGov system currently being used to track and manage building and encroachment permitting, Staff learned from Brightly Software, Inc., formerly known as Dude Solutions, Inc. (DSI), that it offers an asset management software module that can be easily integrated into the City's new system known as Asset Essentials™. This is a cloud-based work and asset management platform designed for simple and advanced asset and operations management and is geared toward facilities, public works, utilities and related public services. Through this software, users can initiate, assign, and track the progress of maintenance work orders; manage assets and equipment for all properties with advanced mobile and geographic information system (GIS) capabilities; develop advanced workflows with

preventive maintenance scheduling; leverage Internet of Things (IoT) technology for predictive maintenance; and manage inventory. In addition, Asset Essentials™ has functionality for document management and reporting and mobile capabilities. The mobile component of the software offers easy-to-use mobile usage for Staff to access, fulfill and include notes on work completed in the field.

Staff recommends that the City Council authorize the purchase and implementation of the Brightly's Asset Essentials™ software through the Sourcewell Cooperative Contract to assist with the development and implementation of a Citywide Asset Management Program. Asset Essentials™ will allow the City to integrate with the City's existing system of SmartGov under Brightly's enterprise software system and seamlessly integrate the City's GIS database into Asset Essentials which has already been integrated into the main Brightly system.

Staff issued a request for proposals to create the City's first asset management program from qualified firms. If approved, the purchase of Asset Essentials™ will allow Staff to simultaneously work with the selected consultant to create a digital database of the City's asset inventory and setup internal workflows as the City conducts its facility condition assessment and develops the Program. This will reduce the implementation time of the Program and provide Staff with the support needed to setup the new asset management software.

Pursuant to the City's purchasing policy, the City can piggyback off existing competitively bid contracts such as Sourcewell's contract with Brightly for the purchase of public sector software. The recommended actions authorize the City Administrator to approve the proposal and purchase order with Brightly for the purchase and implementation of Asset Essentials™.

FISCAL IMPACT:

The recommended actions will approve an agreement with BV to provide the Asset Management Program for a not-to-exceed contract amount of $119,254.44. The implementation, licensing, and initial purchase costs of Asset Essentials™ from January 1, 2024, through June 30, 2024, is $34,774.53. If the purchase of this software is approved, Staff will bring forward future subscription renewals for the City Council's consideration and include those costs in the proposed FY 2024-25 Operating Budget. The grand total cost of the recommended actions amounts to $170,531.86 inclusive of a 10% contract contingency. A total of $100,000 has been budgeted in the FY 2023-24 CIP Budget to cover the cost. Staff is recommending Resolution R-2023-88 (Attachment 3) to appropriate $71,000 from existing Measure U fund balance to support the cost of the proposed project. Accordingly, sufficient funds exist for the recommended actions.

Prepared by:

Elsa Y. Robinson
Senior Management Analyst

Reviewed and approved:

Jennifer Lampman
Director of Finance

Reviewed and approved:

Luis Estevez
Deputy City Administrator

Reviewed and approved:

Karen Crocker
Director of Community Services

Reviewed and approved:

Damien R. Arrula

Attachments:

1. Professional Services Agreement with Bureau Veritas
2. Asset Essentials Proposal
3. Budget Amendment Resolution No. 2023-88

CITY OF PLACENTIA
PROFESSIONAL SERVICES AGREEMENT
WITH
BUREAU VERITAS TECHNICAL ASSESSMENTS LLC

THIS AGREEMENT is made and entered into this 21st day of November, 2023 ("Effective Date"), by and between the CITY OF PLACENTIA, a municipal corporation ("City"), and Bureau Veritas Technical Assessments LLC, a California Corporation ("Consultant").

W I T N E S S E T H:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to conduct a facility assessment and an asset management program, as more fully described herein; and

B. WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. WHEREAS, City and Consultant desire to contract for the specific services described in Exhibit "A" (the "Project") and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in the Consultant's Proposal ("Proposal"), attached hereto as Exhibit "A" and incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement. Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. Officers and employees shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City and within the hereinafter specified. Evaluations of the work will be done by the City Administrator or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

(a) Meet with Consultant to review the quality of the work and resolve the matters of concern;

(b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or

(c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.5. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. 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. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, a notice setting forth provisions of this non-discrimination clause.

Consultant shall, in all solicitations and advertisements for employees placed by, or on behalf of Consultant shall state that all qualified applicants will receive consideration for employment without regard to age, race, color, religion, sex, marital status, national origin, or mental or physical disability. Consultant shall cause the paragraphs contained in this Section to be inserted in all subcontracts for any work covered by the Agreement, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense. All insurance requirements contained in this Agreement are independantly applicable to any and all subcontractors that Consultant may engage during the term of this Agreement.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "A". Consultant's total compensation shall not exceed One hundred nineteen thousand two hundred fifty-four dollars and forty-four cents ($119,254.44).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal or which is inconsistent with or in violation of the provisions of this Agreement unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable. Should the City request in writing additional services that increase the hereinabove described "SCOPE OF SERVICES", an additional fee based upon the Consultant's standard hourly rates shall be paid to the Consultant for such additional services. Such increase in additional fees shall be limited to 25% of the total contract sum or $25,000 whichever is more. The City Engineer is authorized to approve a Change Order for such additional services.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the Effective Date.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit "A."

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such

acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party. If a delay beyond the control of the Consultant is encountered, a time extension may be mutually agreed upon in writing by the City and the Consultant. The Consultant shall present documentation satisfactory to the City to substantiate any request for a time extension.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of 24 months, ending on November 21, 2025, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing at least fifteen (15) days prior written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City. If the City suspends, terminates or abandons a portion of this Agreement such suspension, termination or abandonment shall not make void or invalidate the remainder of this Agreement.

If the Consultant defaults in the performance of any of the terms or conditions of this Agreement, it shall have ten (10) days after service upon it of written notice of such default in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

The City shall have the right, notwithstanding any other provisions of this Agreement, to terminate this Agreement, at its option and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement, immediately upon service of written notice of termination on the Consultant, if the latter should:

a. Be adjudged a bankrupt;

b. Become insolvent or have a receiver of its assets or property appointed because of insolvency;

c. Make a general assignment for the benefit of creditors;

d. Default in the performance of any obligation or payment of any indebtedness under this Agreement;

e. Suffer any judgment against it to remain unsatisfied or unbonded of record for thirty (30) days or longer; or

f. Institute or suffer to be instituted any procedures for reorganization or rearrangement of its affairs.

4.3. Compensation. In the event of termination, City shall pay Consultant for

reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination within thirty-five (35) days after service of the notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant. City shall not be liable for any claim of lost profits.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

(a) Broad-form commercial general liability, in a form at least as broad as ISO from #CG 00 01 04 13, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars ($1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit. If Consultant maintains higher limits that the spedified minimum limits, City requires and shall be entitled to coverage for the high limits maintained by the Consultant.

(b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars ($1,000,000.00), combined single limits, each incident for bodily injury and property damage.

(c) Workers' compensation insurance as required by the State of California and Employers Liability Insurance with a minimum limit of $1,000,000 per accident for any employee or employees of Consultant. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers for losses arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to

do likewise under their workers' compensation insurance policies.

Before execution of this Agreement by the City, the Consultant shall file with the Public Works Director/City Engineer the following signed certification:

> I am aware of, and will comply with, Section 3700 of the Labor Code, requiring every employer to be insured against liability of Workers' Compensation or to undertake self-insurance before commencing any of the work.

The Consultant shall also comply with Section 3800 of the Labor Code by securing, paying for and maintaining in full force and effect for the duration of this Agreement, complete Workers' Compensation Insurance, and shall furnish a Certificate of Insurance to the Public Works Director/City Engineer before execution of this Agreement by the City. The City, its officers and employees shall not be responsible for any claims in law or equity occasioned by failure of the consultant to comply with this section.

(d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars ($1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

Neither the CITY nor any of its elected or appointed officials, officers, agents, employees, or volunteers makes any representation that the types of insurance and the limits specified to be carried by Consultant under this Agreement are adequate to protect Consultant. If Consultant believes that any such insurance coverage is insufficient, Consultant shall provide, at its own expense, such additional insurance as Consultant deems adequate.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions as worded below:

(a) Additional insureds: "The City of Placentia and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."

(b) Notice: "Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required polices are reduced; (3) or the deductible or self-insured retention is increased. In the event of any cancellation or reduction in

coverage or limits of any insurance, Consultant shall forthwith obtain and submit proof of substitute insurance. Should Consultant fail to immediately procure other insurance, as specified, to substitute for any canceled policy, the City may procure such insurance at Consultant's sole cost and expense."

(c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Placentia, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Placentia shall be excess and not contributing with the insurance provided by this policy."

(d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Placentia, its officers, officials, agents, employees, and volunteers.

(e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self-Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance and endorsements shall be attached hereto as Exhibit "B" and incorporated herein by this reference.

5.5. Non-limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Administrator or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who

shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement. It shall be the Consultant's responsibility to assure that the Project Manager is kept informed of the progress of the performance of the services and the Consultant shall refer any decision, which must be made by City, to the Project Manager. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Project Manager.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement and who shall not be changed by Consultant without the express written approval by the City. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement, or the work hereunder may be provided by personal delivery, facsimile or if mailed, shall be addressed as set forth below and placed in a sealed envelope, postage prepaid, and deposited in the United States Postal Service. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 72 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:	IF TO CITY:
Bureau Veritas Technical Assessments LLC 220 Technology Drive Irvine, CA 92618 Tel: 800-733-0660 Fax: N/A Attn: erik.piller@bureauveritas.com	City of Placentia 401 E. Chapman Placentia, CA 92870 Tel: 714-993-8189 Fax: N/A Attn: Elsa Robinson, Senior Management Analyst

6.5. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.6. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California. Consultant agrees to submit to the personal jurisdiction of such court in the event of such action.

6.7. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.8. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings brought against the City, its elected and appointed officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply whenever any claim, action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.9. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.10. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or

subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

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

6.11. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.12. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, preliminary notes, working documents, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City but shall be made available to the City within ten (10) days of request or within ten (10) days of termination. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, preliminary notes and working documents, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City. Consultant or Consultant's agents shall execute such documents as may be necessary from time to time to confirm City's ownership of the copyright in such documents.

6.13. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.14. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant and its officers, employees,

associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.15. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.16. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

6.17. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, the conflict shall be resolved by giving precedence in the following order, if applicable: This Agreement, the City's Request for Proposals, the Consultant's Proposal.

6.18. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.19. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.20. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.21. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.22. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.23. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. 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. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.24. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.25. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF PLACENTIA,
A municipal corporation

_____ Date: _____
Damien R. Arrula, City Administrator

ATTEST:

_____
Robert S. McKinnell, City Clerk and ex-officio Clerk
of the City of Placentia

CONSULTANT

_____ Date: _____
Signature

_____
Name and Title

_____
Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

_____ Date: _____
Christian L. Bettenhausen, City Attorney

APPROVED AS TO INSURANCE:

_____ Date: _____
Krystle Murillo, Risk Manager

APPROVED AS TO CONTENT:

_____ Date: _____
Elsa Robinson, Project Manager

DEPARTMENTAL APPROVAL

_____ Date: _____
Luis Estevez, Deputy City Administrator

EXHIBIT A

CONSULTANT'S PROPOSAL AND SCOPE OF WORK

EXHIBIT B

CERTIFICATES OF INSURANCE AND ENDORSEMENTS

November 14, 2023

Via Email: lestevez@placentia.org

Mr. Luis Estevez
Deputy City Administrator
City of Placentia
401 E Chapman Ave
Placentia, California 92870

RE: City of Placentia; Placentia, California
Proposal No: 165429.23P v2

Dear Mr. Estevez:

We are pleased to provide City of Placentia (hereinafter referred to as "Client") with the following proposal. If accepted, Bureau Veritas Technical Assessments LLC (hereinafter referred to as "BVTA") will perform the services listed below (collectively, the "Services") meeting the specifications hereafter described.

Property(ies)
City of Placentia
Placentia, California

Proposed Service(s) & Fee(s)

Service(s)	Lump Sum Fee(s)
Citywide Asset Management Program	$ 119,254.44

All fees referred to in this document are expressed in US Dollars. Pricing is not inclusive of taxes. If applicable, taxes shall be included at the time of invoicing, payable by the client and remitted by BVTA to the taxing municipality. The proposed fees are limited to the specific Services described in this Proposal, performed according to the requirements of the corresponding ASTM standard practices, or Client-specified Protocols.

Deliverable(s)
The quoted price includes the delivery of:

# of	Report Type	Method of Delivery
26	Draft	Email Full Report (PDF)
26	Final	Email Full Report (PDF)

Unless otherwise specified, BVTA will submit all reports in Final format. Timing for completion of any requested post-delivery modifications to the report will be determined at the time of the request.

If different deliverables are required, please indicate the quantity, type and method of delivery on the Project Authorization page of this proposal.

Timing

After engagement, a call will be placed to the designated onsite Point of Contact (POC) provided by the Client in order to schedule the site visit(s), where applicable. The Client acknowledges that the Point of Contact provided shall be deemed an agent of the Client for the purposes of providing access and conveying information pertaining to the Site.

Projects Placed on Hold or Canceled

Should the Client place the awarded project on hold or cancel the engagement after contract execution, the Client agrees to pay project-specific costs incurred by BVTA, such as administrative processing, regulatory database searches and non-recoverable travel fees, as well as a percentage of the project fee, depending upon the time the project is placed on hold or cancelled. Please note that BVTA invoices canceled jobs at the time of cancellation. Jobs on hold will be automatically invoiced 30 days from the date of the hold request. Requests to cancel or place projects on or off hold must be received by BVTA in writing (email acceptable) from the Client. Invoices billed as a result of projects being placed on hold or canceled are fully collectible.

Payment Details

Bureau Veritas will submit a monthly consolidated invoice inclusive of all services performed to date. The per site fee will be established per the schedule of values provided at the program kick-off and invoiced at the billing milestones stated below. Invoices will be payable within 30 days of receipt:

Billing Milestone	Percentage Invoiced
Completion of onsite assessments	45% of per site fee
Delivery of Draft Reports	45% of per site fee
Delivery of Final* Reports	10% of per site fee

*If comments on the Draft reports are not received within 60 calendar days, BVTA will invoice for Final Reports.

Upon receipt of each monthly invoice, the amount due per billing milestone is fully collectible. Please forward payments to: Accounting Department, Bureau Veritas Technical Assessments LLC, PO Box 74007289, Chicago, IL 60674-7289 or contact your BVTA administrator to pay via credit card or to receive wiring instructions. BVTA recommends payment by credit card for amounts less than $1000. **Please ensure that Proposal #165429.23P or invoice number is clearly identified on all payments and correspondence for proper credit.**

Documents to be Furnished by Client

In order to facilitate a cursory review of pre-existing documents for each Project, BVTA asks to be furnished with electronic or printed copies of available site information. Such documents may include:

FCA Services:

- Inspection Reports (sewer, boiler, chiller, etc)
- Prior Engineering Reports (CNA, PNA, PCA, etc.)
- Prior Master Plans / Facility Master Plans
- Capital Expenditure Schedules (prior or planned)
- Rehabilitation budget & scope (draft or final)
- Accessibility Transition Plans/Self Evaluations
- Building Systems Maintenance Records
- Owner Elected Repair list (if available)
- Original Building Plans (can be viewed on-site)
- Fire Protection/Life Safety Plans
- Site Plan/Floor Plans

Note: Documents to be reviewed should be provided to BVTA within five (5) business days and not less than one (1) day prior to the onsite. In the event that documents can only be made available at the Site, BVTA will perform a cursory review during the site visit as time permits. If documents are received after the site visit date, or if the volume of documentation is determined by BVTA to be excessive, then the Project may be subject to additional review fees at the rate of $215.00 per hour. Any additional review fees will be mutually agreed upon by BVTA and the Client at the time of review request and will be authorized using a Change Order.

Terms & Conditions

BVTA will perform its Services subject to the attached "Terms & Conditions", which are incorporated by reference and made a part of this Proposal. Please indicate your acceptance of this Proposal by signing the attached "Project Authorization" page where indicated and return it to BVTA.

Please feel free to contact me at (800) 733-0660 x.7292704, or at Erik.Piller@bureauveritas.com should you have any questions. BVTA welcomes the opportunity to be of service.

Sincerely,

Bureau Veritas Technical Assessments LLC

Erik Piller
Senior Vice President

Attachments:
Cost Breakdown
Description of Services
Terms & Conditions
Proposed Schedule
Project Authorization

Cost Breakdown

BUREAU VERITAS FEE BREAKDOWN		HOURS		LUMP SUM TOTAL	$	119,254.44
				SUB-TOTAL		
TASK 1	FACILITY CONDITION ASSESSMENT				$	21,221.50
	ONSITE SURVEYS	124	$	*15,560.00*		
	EXPENSES		$	*5,661.50*		
TASK 2	ASSET REGISTRY				$	10,408.65
	DATA DEVELOPMENT	21.5	$	*2,908.65*		
	INVENTORY	60	$	*7,500.00*		
TASK 3	RISK ANALYSIS	57			$	7,146.50
TASK 4	NEEDS ANALYSIS				$	58,958.50
	PRESERVATION AND RESTORATION PROFILE	36	$	*4,720.00*		
	REPORTING & LIFE CYCLE ANALYSIS	441	$	*54,238.50*		
TASK 5	PREVENTATIVE MAINTENANCE PROGRAM	34.8			$	4,696.94
TASK 6	ASSET MANAGEMENT SOFTWARE SYSTEM				$	8,652.35
	MIGRATION TO ASSET ESSENTIALS	12 + 0.02/SF	$	*3,816.94*		
	ASSET TAGGING / BARCODING	27.5	$	*3,295.41*		
	BARCODE LABELS	QTY 2000 @ 0.7700	$	*1,540.00*		
TASK 7	REPORT AND PRESENTATION				$	8,170.00
	MEETINGS / PRESENTATIONS	47.5	$	*6,170.00*		
	EXPENSES		$	*2,000.00*		

2023/24 Hourly Rates

Team Role	Hourly Rate ($)
Project Executive	$190.00
Program Manager	$140.00
Project Manager I / Assessor	$120.00
Project Manager II / Assessor / CASp	$130.00
Quality Control Manager	$135.00
Technical Report Reviewer	$115.00
Administrative	$80.00

Description of Services

3.6 PROJECT UNDERSTANDING AND APPROACH

PROJECT UNDERSTANDING

Bureau Veritas understands that the City of Placentia's (City) project for Citywide Asset Management Program services will include:

- Include a comprehensive assessment of all sites, buildings, building systems, and infrastructure.
- Follow ASTM E2018-15 Standard Guide for Property Condition Assessments, as applicable.
- Determine the present condition and estimated life expectancy of various building systems and components.
- Identify and document the present condition of all physical assets including grounds, facilities, and infrastructure.
- Recommend corrections for all deficiencies and provide cost estimates for corrections.
- Prioritize and categorize deficient conditions, associated corrective actions, and information concerning building systems and deficiency categories.
- Establish anticipated renewal and replacement costs for the various systems and components.
- Result in strategic plan for capital repairs, lifecycle component replacement, and building modernization.
- Calculate the Current Replacement Value (CRV) and Facility Condition Index (FCI) for each facility.
- Collect Equipment Inventory and nameplate data for Client properties.
- Establish a protocol for FCA data to migrate/transfer to a CMMS/IWMS system.
- Prepare a Preventative Maintenance Plan for assets to be uploaded to CMMS system.
- Affix QR code/Barcode labels to assets.

We understand that a key factor to performing FCAs and Inventory Assessments is the evaluation of physical needs and accurate forecasting for capital repair and replacement budgets. Pre-emptive measures to manage maintenance budgets and programs are essential in ensuring the elimination of potential issues, which can range from deferred maintenance, or premature replacement of building systems that can prove costly.

PROJECT APPROACH

PROJECT PHASES

Our project plan details three distinct phases of the project. During each phase, we will require coordination and support from the City's facility management.

Data Gathering Phase – Bureau Veritas will need the support of staff who can provide us access to drawings and records. The following is a typical list of exhibits requested.

- Inspection reports (sewer, boiler, chiller, etc.)
- Building systems Maintenance Records
- Maintenance policy documentation
- Owner elected repair list (if available)

- Original building plans (can be viewed on-site)
- Capital expenditure schedules (prior or planned)
- Fire protection / life safety plans
- Rehabilitation budget and scope (draft or final)
- Certificates of occupancy / facility license
- Prior assessments
- Site plan / floor plans
- Accessibility transition plans / studies
- CMMS / IWMS data set

In addition to the drawings and records, we will supply a pre-survey questionnaire for each facility or site. Our expectation is that someone with knowledge of maintenance and operations of the facility will complete this survey and be prepared to discuss it with us while on-site.

Site Phase – Bureau Veritas will need support in the form of escorts while in the facilities to help us access mechanical areas, to discuss with us any known issues in the facility, and to answer other technical questions.

Report Review Stage – Bureau Veritas will provide a complete deliverable for each building.

Bureau Veritas will become familiar with the City's existing Project Directory - property list and contact directory for each location. We will contact or interview the facilities contacts as part of tour process to determine current use requirements and priority of properties based on agency goals.

Working with the City, we will develop procedures to gain Facility Access. Our visits will be coordinated and pre-approved by the City prior to the visit. We will work with the City to establish a protocol that will ensure that our activities will have minimal disruption to the operation of each facility and will maintain a safe work environment.

3.7 SCOPE OF WORK

TASK 1: FACILITY CONDITION ASSESSMENT

The Facility Condition Assessment (FCA) for the City will include the following elements.

TECHNICAL APPROACH

Prior to assessments beginning, Bureau Veritas will conduct a Kick-Off Meeting to review requirements and to consolidate exhibits such as drawings and prior completed reports.

During the term of the project, Bureau Veritas will conduct regular Progress Meetings to maintain open communication with the entire project team and the City. Bureau Veritas will lead with an agenda that includes a focus on work plan, schedule, and project needs. This will permit the opportunity to proactively address challenges encountered, so that course adjustments may be made. Each meeting will conclude with task assignments, schedules, and goals to be met. Bureau Veritas will provide the City with a written status report that tracks and monitors the progress of the assessments against the schedule submitted.

Bureau Veritas has allocated time for regular teleconference meetings and the following meetings: Kick-Off Meeting, Pilot Review Meeting, a Final Findings Presentation meeting, and 2 City Council meetings. Any additional in-person meetings will be on a time and expense basis.

Pilot Program

To begin the work, Bureau Veritas proposes a Pilot Program where we will perform an assessment of a single building and prepare a written Draft Report for review. A meeting will be held with the City staff to review the draft report before assessing the remaining buildings. Bureau Veritas' Assessment Team will visit the building to evaluate the general condition of the buildings and site improvements, review available construction documents in order to become familiar with, and be able to comment on the in-place construction systems, life safety, mechanical, electrical and plumbing systems, and the general built environment.

Field Assessments

The Assessment Team will conduct a walk-through survey of the facility and site to observe systems and components, identify physical deficiencies, and formulate recommendations to remedy the physical deficiencies.

As a part of the walk-through survey, the Team will survey 100% of each facility. Bureau Veritas will survey the exterior and grounds, including the building exterior, roofs, sidewalk/pavement, and recreational/other areas as applicable. They will interview the building maintenance staff about the property's historical repairs and replacements and their costs, level of preventive maintenance exercised, pending repairs and improvements, and frequency of repairs and replacements. The Assessment Team will develop opinions based on their site assessment, interviews with the City's building maintenance staff, and interviews with relevant maintenance contractors, municipal authorities, and experience gained on similar properties previously evaluated.

The Team may also question others who are knowledgeable of the property's physical condition and operation or knowledgeable of similar systems to gain comparative information to use in evaluation of the subject property.

The Assessment Team will review documents and information provided by the City's maintenance staff that could aid the knowledge of the property's physical improvements, extent and type of use, and/or assist in identifying material discrepancies between reported information and observed conditions.

The facility condition assessment will include the City identified assets and will focus on the following facility and site systems and components:

Site + Infrastructure

- Topography: Observe general topography and note any unusual or problematic features or conditions observed or reported.
- Paving, Curbing, and Parking: Identify material types of paving and curbing systems at the property.
- Flatwork: Identify material flatwork at the property (sidewalks, plazas, patios, etc.).
- Landscaping and Appurtenances: Identify material landscaping features, material types of landscaping (fences, retaining walls), and site appurtenances (irrigation systems, fountains, lighting, signage, ponds).
- Utilities: Identify type of material utilities provided to the property (water, electricity, natural gas); and assess condition, physical deficiencies, life cycle repair, and replacement issues.

Recreational Facilities

- Identify any material on-site recreational facilities such as athletic fields, swimming pools, spas, tennis or basketball courts, jogging or bicycle paths, etc. Observe the general conditions and note any reported physical deficiencies or any unusual items or conditions observed or reported.

Structural Frame + Building Envelope

- Identify material elements of the structural frame and exterior walls, including the foundation system, floor framing system, roof framing system, facade or curtain-wall system, glazing system, exterior sealant, doors, commercial overhead doors, sliders, windows, and stairways, etc.
- Observe general conditions and note any physical deficiencies identified or unusual items or conditions observed. Observations may be subject to grade, and rooftop vantage points.
- Visually inspect observable areas for cracking and moisture infiltration as well as areas of apparent foundation settlement and displacement.
- In the event more information or exploratory testing is required, in order to provide remedial measures, the report may include recommendation for additional investigative testing (Tier 1 or Tier 2).

Wall Evaluation

- Photograph elevations and details both from internal and external vantage points, as well as from adjacent structures where possible.
- Observe representative operable and fixed panels on all facades, operating a representative sample of units to assess hardware and visually inspect exterior conditions and condition of waterproofing seals.
- Assess curtain wall condition to determine water infiltration, damage, caulk degradation, metal panel degradation, stone degradation and anchoring, and other related curtain wall issues.

Curtain Wall

- Review curtain wall condition and a sampling of fixed panels on facades to assess hardware and visually review exterior conditions and the condition of waterproofing seals, where accessible without the use of lifts, ladders, scaffolding, suspension devices, or the like; may include observations from internal and external vantage points, as well as adjacent structures. Observations are limited to grade and may include accessible balconies or rooftop vantage points.
- Review provided drawings and records of repair, replacement, and maintenance of framing and glazing.

Roofing (Non-Invasive Visual)

- Identify material roof systems (roof type, reported age, slope, drainage) and any unusual roofing conditions or rooftop equipment.
- Observe general conditions of the roof system (membranes, attachment methods, flashings, counter flashings, pitch pans, gravel stops, parapets, miscellaneous appurtenances, insulation).
- Observe for evidence of material repairs, significant ponding, or evidence of material roof leaks. Note if a roof warranty is in effect. Note any physical deficiencies identified or unusual items observed or reported.
- Identify material rooftop equipment or accessories (antennas, lightning protection, HVAC equipment, solar equipment). Include any material problems reported.

- Bureau Veritas understands that the City will provide OSHA compliant ladders, lifts and/or scaffolding (depending on roof type) so that the Project Manager may safely access roof areas. If requested, Bureau Veritas can provide a quote for lift and/or ladder access as needed. Observations will be limited to readily accessible areas.

Plumbing

- Identify material plumbing systems at the property including domestic water supply, sanitary sewer, or any special or unusual plumbing systems (such as water features, fuel systems, gas systems, etc.).
- Identify type and condition of restroom fixtures, drinking fountains and/or other plumbing equipment.
- Observe general conditions and note any physical deficiencies identified or unusual items or conditions observed. Include any reported material system inadequacies.

Heating

- Identify material heat generating systems at the property.
- Observe general conditions, identify reported age of the equipment, note past material component replacements/upgrades, note apparent level of maintenance, and identify if a maintenance contract is in place. If heating equipment is not operational at the time of the walk-through survey, provide an opinion of the condition to the extent reasonably possible.
- Identify and observe any special or unusual heating systems or equipment present (fireplaces, solar heat, etc.) and note any reported material problems or inadequacies.

Air-Conditioning + Ventilation

- Identify the material air-conditioning and ventilation systems at the property. Include material equipment such as cooling towers, chillers (type of refrigerant used), package units, split systems, air handlers, thermal storage equipment, etc.
- Identify material distribution systems (supply and return, make-up air, exhaust) at the property.
- Observe general conditions, identify equipment reported age, note past material component upgrades/replacements and apparent level of maintenance, and identify if a maintenance contract is in place (contractor name). If AC and ventilation systems are not operational at the time of the walk-through survey, provide an opinion of the condition to the extent reasonably possible.
- Observe general conditions and note any physical deficiencies identified or unusual items or conditions observed. Additionally, include any material reported system inadequacies or operating deficiencies.
- Identify and observe any special or unusual air-conditioning and ventilation systems or equipment (cold storage systems, special computer cooling equipment, etc.) and note any material reported problems or system inadequacies.

Electrical

- Identify the electrical service provided and distribution system at the property.
- Include material switchgear disconnects, circuit breakers, transformers, meters, emergency generators, general lighting systems, and other such equipment or systems.

- Observe general electrical items (distribution panels, type of wiring, energy management systems, emergency power, lightning protection).
- Observe general conditions and note any physical deficiencies identified or unusual items or conditions observed. Also, note the presence of any special or unusual electrical equipment, systems, or devices at the property, and include reported material problems or system inadequacies.

Life Safety + Fire Protection

- Identify material life safety/fire protection systems at the property, including sprinklers and stand pipes (wet or dry), fire hydrants, fire alarm systems, water storage, smoke detectors, fire extinguishers, emergency lighting, stairwell pressurization, smoke evacuation, etc.
- Observe general conditions and note any material physical deficiencies identified or unusual items or conditions observed or reported including any reported system inadequacies.

Elevators + Vertical Transportation

- Identify vertical transportation systems at the property. Include the equipment manufacturer, equipment type, location, number, capacity, etc.
- Observe elevator cabs, finishes, call and communication equipment, etc.
- Identify the company that provides elevator/ escalator maintenance at the property. Observe general conditions and note any physical deficiencies identified or unusual items or conditions observed or reported including any reported material system inadequacies.
- Out of Scope Issues: Performing any calculations, examination of operating system components such as cables, controller, motors, etc.; entering elevator/escalator pits or shafts.

Interior Elements

- Identify offices, special use areas, and building standard finishes, including flooring, ceilings, walls, etc. Furnishings and fixed components will be reviewed and included in the cost estimate tables for replacements. Bureau Veritas will identify material building amenities or special features.
- Observe general conditions and note any physical deficiencies identified or unusual items or conditions observed or reported.

Food Service Spaces and Equipment

- Assess all food service equipment and spaces (kitchen, cafeteria, dining, serving areas). Food service equipment (fixed equipment) will be evaluated for adherence to life/ safety code and ventilation requirements as well for condition and capital replacement.

Special Systems and Equipment

- Include all special systems and equipment, such as Emergency Medical Systems (EMC), chillers, radio towers, equipment lifts, chair lifts, chemical storage or treatment areas, storage tanks, dumbwaiters, vaults, public address systems, and telephone systems.

amount of preventive maintenance exercised are all factors that impact the effective age of a system or component. As a result, a system or component may have an effective age that is greater or less than its actual age. The Remaining Useful Life (RUL) of a component or system equals the EUL less its effective age.

Bureau Veritas can rate the condition of each facility with the below rating system, or another City-specified scale:

5 Excellent - No visible defects, new or near new condition, may still be under warranty if applicable

4 Good - Good condition, but no longer new, may be slightly defective or deteriorated, but is overall functional

3 Adequate - Moderately deteriorated or defective, but has not exceeded useful life

2 Marginal - Defective or deteriorated in need of replacement; exceeded useful life

1 Poor - Critically damaged or in need of immediate repair; well past useful life

Bureau Veritas can also include alternative categories to rank and weight priorities as required by the City, such as functional deficiencies, aesthetics, time-based urgencies, and other mission critical factors. The analysis will include all cost observations ranked by Priority Classes.

The five classes below are typical but can be altered to meet your specifications and needs:

Priority Classes

The analysis will include all cost observations be ranked by Priority Classes. The five classes to the right are typical but can be altered to meet your specifications and needs.

Currently Critical (Immediate): Requiring immediate action including a cited safety hazard and areas of accelerated deterioration, returning a building component to normal operation.

Potentially Critical (Years 1-2): Requiring action in the next year including components experiencing intermittent operations, potential life safety issues, and rapid deterioration, returning a building component to normal operation.

Necessary—Not Yet Critical (Years 3-5): Requiring appropriate attention to preclude predictable deterioration, potential downtime, additional damage, and higher costs to remediation if deferred further.

Recommended (Years 6-10; Years 15-20) Representing a sensibile improvement to the existing conditions (not required for the most basic function of the facility; however, will improve overall usability and/or reduce long-term maintenance costs.

Does Not Meet Current Code ("Grandfathered"): No Action required at this time but should substantial work be undertaken correction would be required.

Deficiency Categories/Plan Types

Each deficiency identified in the Assessment shall be classified in the following manner (or other City defined categories):

Category 1- Scheduled Maintenance: Maintenance that is planned and performed on a routine basis to maintain and preserve the condition.

Category 2 - Deferred Maintenance: Maintenance that was not performed when it was scheduled or is past its useful life resulting in immediate repair or replacement.

Category 3 - Capital Renewal: Planned replacement of building systems that have reached the end of their useful life.

Category 4 - Energy and Sustainability: When the repair or replacement of equipment or systems are recommended to improve energy and sustainability performance.

Category 5 - Security: When a system requires replacement due to a security risk or requirement.

Uniformat Categories

The deficiencies observed will be classified into categories such as those below using the Uniformat System (up to Level 4):

Level 2

A10 Foundations
A20 Basement Construction
B10 Superstructure
B20 Exterior Enclosure
B30 Roofing
C10 Interior Construction
C20 Stair
C30 Interior Finishes
D10 Conveying
D20 Plumbing
D30 HVAC
D40 Fire Protection
D50 Electrical
E10 Equipment
E20 Furnishings
F10 Special Construction
F20 Selective Building Demolition

COST ESTIMATING

Bureau Veritas' cost estimating database is comprised of RS Means data and further customized with proprietary cost tables developed by Bureau Veritas, based on historical and localized actual costs. Bureau Veritas maintains and updates our Uniformat-based cost estimating system with information received from the field. Through construction monitoring work, we have current cost data from hundreds of in-progress construction and rehabilitation projects. This data allows us to calculate costs based on local conditions to maintain a cost database that is typically more current than RS Means' models.

Each report will include a Capital Needs Analysis including an estimated cost for each system or component repair or replacement anticipated during the evaluation term. The report will provide options for repair of the deficiency, and the capital needs analysis will be presented as an Excel-based cost table that includes a summary of the description of each component, the age and estimated remaining useful life, the anticipated year of repair or replacement, quantity, unit cost and total cost for the repair of each line item.

A consolidated Capital Needs Analysis will be presented that includes all anticipated capital needs for all buildings. The cost estimate for capital deficiencies will be based on the estimate for maintenance and repair, but may at City's option, also include project management costs, construction fees, and design fees. Project management costs, construction fees, and design fees will be derived using actual costs from previous projects. After determining these costs, we will confirm these costs with your staff.

REPORT DELIVERABLES

Bureau Veritas will provide an in-depth report including a description of each of the building components and systems as described in the approach sections above. Each report is organized by building system and include digital photos of major systems and components and of all deficiencies identified. Reports will include current and anticipated repairs and deficiencies, recommended repair and component life-cycle replacements, and applicable options for repair or maintenance of building components.

The Capital Needs analysis will include a cost database sorted by building system and ranked by priority for repair. The format of the database will allow for reporting by building, system, or priority for repair, and a year-by-year analysis of capital needs.

Facility Condition Index

A Facility Condition Index will be calculated for each building. This index will be a function of required repairs compared to building replacement costs. The Facility Condition Index will be generated from the data collection/capital planning database and will be updated as components age or are replaced.

Capital Plan

Reports will reflect a 5, 10, or 20-year capital plan based on Bureau Veritas' 20-year building system evaluation. The analysis will include a cost table sorted by building and system and ranked by priority for repair. Tables will allow for the customization of reporting and a year-by-year capital needs analysis. The report will include:

- An Executive Summary with graphic presentation of results to provide a quick, user-friendly summary of the property's observed condition and estimated costs assigned by category. These estimated costs shall be cross-referenced to report sections where an elaboration of cost issues will be presented.
- Components observed that are exhibiting deferred maintenance issues and estimates for immediate and capital repair costs based on observed conditions, available maintenance history and industry-standard useful life estimates. If applicable, this analysis will include the review of any available documents pertaining to capital improvements completed within the last five-year periods, or currently under contract. Bureau Veritas shall also inquire about available maintenance records and procedures and interview current available on-site maintenance staff.
- Recommended schedule for replacement or repairs (schedule of priorities).
- Digital photographs for the buildings including photos of deficiencies.
- General description of the property and improvements and comment generally on observed conditions.
- Critical repairs and life safety issues separately from repairs anticipated over the term of the analysis.
- Facility Condition Index (FCI) number for the building.

Bureau Veritas will submit draft reports electronically via PDF format and once approved and finalized, a program summary report is provided to include a roll-up of all prioritized capital needs across all facilities. All electronic copies of the report will include all text, deficiency tables, digital photos, and supporting documentation and report appendices.

Program-wide Report

In addition to each building report, Bureau Veritas will develop a program-wide report that includes a ranked system-wide Capital Plan for all facilities with programmatic conclusions and recommendations. The report includes a brief narrative description of each facility/building component and system, and discusses the current and anticipated repairs and deficiencies of all buildings assessed. The report analyses will include tables sorted by building system and ranked by priority for repair. The format of the tables will allow for the several perspectives of reporting by FCI, building, system, or priority for repair, and a year-by-year analysis of capital needs.

TASK 2: ASSET REGISTRY

EQUIPMENT AND ASSET INVENTORY

Bureau Veritas will prepare an asset registry, or inventory, of publicly owned and maintained assets and facilities. This will include levels of service for each asset class.

During the assessment, each field team will be responsible for collection and storing the inventory and condition assessment data in an electronic format that is readily transferable to the City's CMMS system.

Bureau Veritas will collect information on the major pieces of facility equipment. Specifically, the data collection will include City-defined assets, and also focus on the following components:

- **HVAC (level of detail for which Preventive Maintenance would be performed)**
  - Heating System
- **Identify boilers, furnaces, unit heaters and major labeled equipment**
  - Ventilation System
    - Identify the major labeled equipment; exhaust hoods, fans
  - Air Conditioning System
    - Identify the material air-conditioning components, including cooling towers, compressors, chillers, package units, roof top units, split systems and major labeled equipment. Excluded are window units, terminal units, VAV boxes, and thermostatic controls.
- **Electrical**
  - Major panels only-for identification to track maintenance
  - Transformers
  - Switchgear
- **Equipment**
  - Building Automation System
- **Plumbing**
  - Pumps external to HVAC systems
  - Domestic Hot Water heaters over 80 gallons
  - Other major labeled equipment
- **Commercial Kitchen - major equipment (above approximately $2000 value)**
  - Walk-in freezer and refrigerator equipment
  - Ovens, stoves, broilers, grills
  - Reach-in refrigerators and freezers
  - Dishwashers
  - Fryers
- **Life Safety/Security**
  - High Level (system level) only-for identification to track maintenance
    - Alarm Panels
    - Emergency generators

- Exhaust hood fire suppression

- **Vertical Transportation**

Where appropriate, the following data will be collected for each component:

- Location data
- Model
- Serial Number
- Manufacturer
- Manufactured Date

As part of Task 2, Bureau Veritas will perform the following:

- Conduct an Asset Inventory Assessment
- Photograph all visible assets and record their GPS coordinates.
- Prepare a field assessment conditions report for each asset type.
- Assist the City in developing, organizing, categorizing, and analyzing the City's Asset Register.

CMMS INTEGRATION WITH BRIGHTLY

Bureau Veritas will collect and store all information in our SQL database. Our database allows us to routinely update and run reports for the City after the initial assessment is complete. This system also allows us to export the City's FCA data into existing or future CMMS work order platforms. Bureau Veritas has performed over 1,900 integrations with the Brightly platform. **BV will work with Brightly to set up the CMMS platform**.

TASK 3: RISK ANALYSIS

Bureau Veritas will prepare a Risk Analysis report to help the City understand the potential level of risks associated with Citywide assets.

As part of Task 3, Bureau Veritas will perform the following:

- Develop a condition assessment methodology and a scoring rubric that assigns a condition value to each Asset Class.
- Assign a value for each Asset Class summarizing the probability of failure, and consequence of failure.
- Perform a Risk Analysis Report that considers the probability of failure and and the consequence of failure and level of risk for each Asset Class.

TASK 4: NEEDS ANALYSIS

Bureau Veritas will provide a summary report as part of the 10-year CIP for the City. The report will document:

- the list of assets,
- asset condition,
- and needs to bring each asset up to current industry standards.

The report will highlight assets in poor or failed condition, as well as other maintenance, safety, or compliance needs. The report will also include estimated replacement costs of assets in poor condition, and/or costs to bring asset into compliance.

As part of Task 4, Bureau Veritas will perform the following:

- Develop and rank the City's needs for replacement and rehabilitation for each asset over the next five (5) years.
- Identify risks that can be mitigated for each Asset Class through maintenance and rehabilitation, and calculate the total projected value of those mitigations.
- Prepare a summarization that estimates future financial needs for managing the City's assets.
- Prepare a life cycle cost analysis over a 10, 20, 30, and 100-year cycle that identifies the maintenance and replacement needs and associated costs for all Asset Classes based on the assumed risks.
- Prepare a summary Needs Report that categorizes and identifies needs and life-cycle analysis, including missing equipment.

TASK 5: ASSET MANAGEMENT PLANS / PMP

Bureau Veritas will prepare an Asset Management and Preventive Maintenance Plan (Plan) for each facility based on GSA Standard, Corp of Civil Engineers Standards, Industry Standards and original Equipment Manufacturers' recommendations.

The intent of the Plan will be to identify required procedures and inspections required to maintain and extend the useful life of existing equipment. Bureau Veritas will consult with the Client to develop equipment naming conventions and to discuss options where appropriate.

The Plan will be delivered in a format for upload to the Brightly CMMS platform. The following is meant to establish details of the deliverable that Bureau Veritas will provide in the Plan:

- Inventory data collection, tagging of equipment and naming conventions will be established during the data collection phase of the project.
- The inventory will obtain major component level detail.
- The deliverable for this phase of the project will include a narrative introduction, a table for each building with equipment, recommended preventive maintenance routines, frequencies and time requirements.
- Bureau Veritas will develop an export of the data customized for upload into the selected Maintenance Management software system.
- The preventive maintenance plan will be prepared following completion of field data collection and final entries into the client's database.
- During data collection phase Bureau Veritas will determine Equipment nomenclature to be used (Air Handling Unit (AHU), Unit Ventilator (UV) etc.), as directed by the client.
- During the data collection and equipment inventory stage, Bureau Veritas will determine equipment schemes (Groups, Classifications, and Types) to be used. Conduct a meeting with the client to review individual equipment maintenance schedules (by wing, equipment type, etc).
- During data collection phase Bureau Veritas will gather and record equipment locations and types through visual, on-site, walkthrough and referencing facility documentation obtained from the Owner (excludes equipment in concealed spaces, crawl spaces or other inaccessible areas).
- Develop maintenance procedures referencing manufactures' printed recommendations and/or industry standards for facility equipment.
- Maintenance procedures will include:

- Safety Points
- Start Up Procedures
- Appropriate tools required.
- Time to complete maintenance.
- Industry standards time to complete each maintenance work order.
- Life expectance of equipment.
- Step-by-step procedure to complete maintenance work order.

Bureau Veritas has completed over 180 projects in the last year, including state and local government entities, which included the upload of preventive maintenance tasks and procedures to a work order system. We have done over 150 projects uploading data to the Brightly platform.

TASK 6: ASSET MANAGEMENT SOFTWARE

Bureau Veritas has worked with Brightly CMMS extensively, and is a trusted partner of Brightly. Bureau Veritas and Brightly have partnered on many projects, including projects for similar services for cities, counties, and school districts; just to name a few.

As part of Task 6, Bureau Veritas will perform the following:

- Populate and set up the new database.
- Work with Brightly on setting up the entire system with City staff input.
- Provide Brightly data in CSV file format, or our custom Brightly API.

TASK 6.1 EQUIPMENT INVENTORY BARCODING

For the above referenced equipment, Bureau Veritas will apply a durable barcode / QR code/asset tag with a unique number for use as an identifier in the CMMS system. We will use labels supplied by the City or a vinyl tag for indoor applications, and a durable foil tag for outdoor use. Barcode / QR code numbers will be recorded in the database and all future work orders etc., and can be tied back in to a single piece of equipment or system.

The cost of Barcoding / QR coding assumes that we will tag equipment during the FCA process.

As part of Task 6.1, Bureau Veritas will perform the following:

- Generate barcode tags per asset.
- Affix barcodes to assets according to RFP requirements.
- Unique barcode identifier will be imported into the City's CMMS.

TASK 7: REPORT & PRESENTATION

Bureau Veritas will present the completed Asset Management Program and software system to City staff, and the City Council.

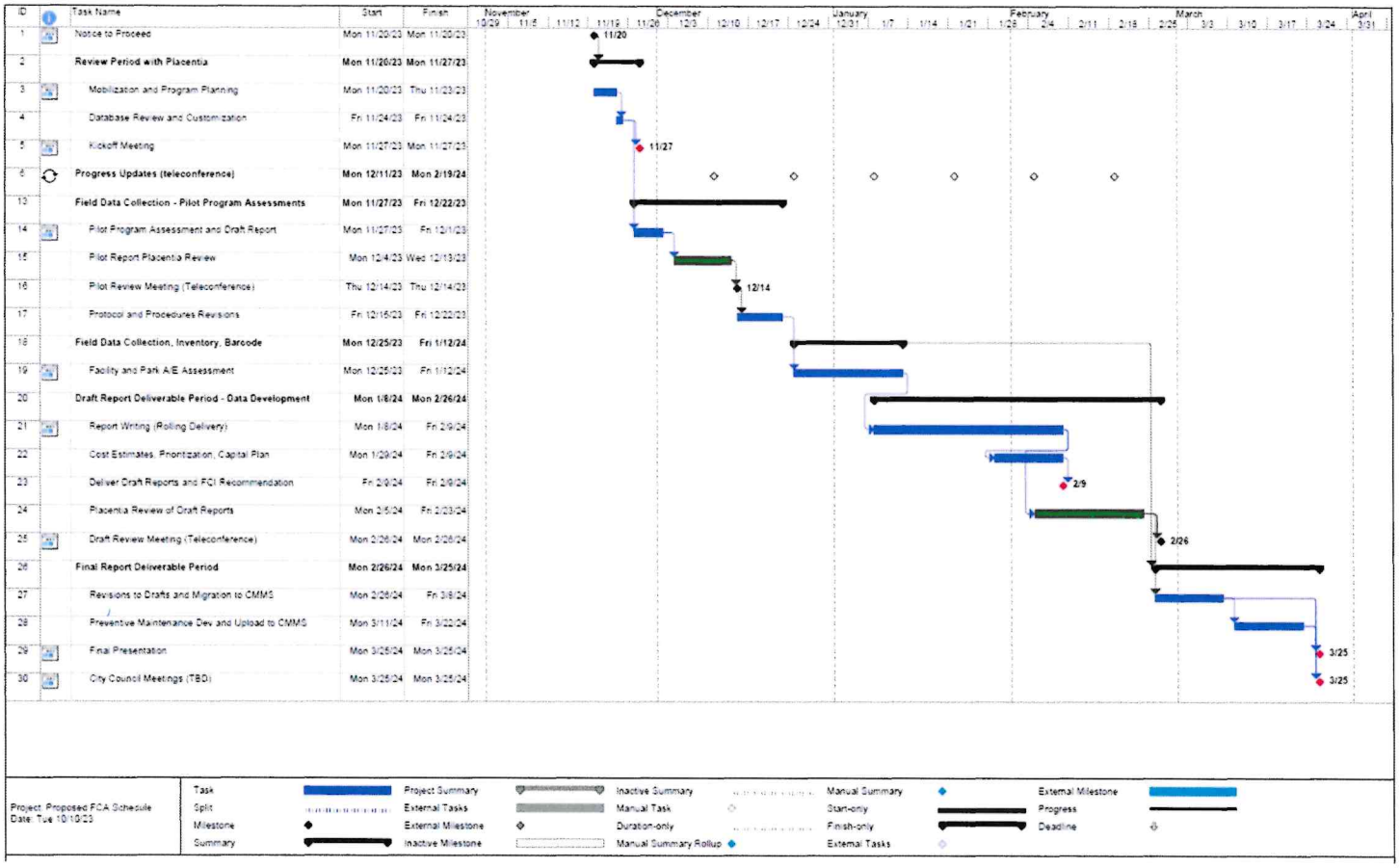
As part of Task 7, Bureau Veritas will perform the following:

- Three (3) meetings/presentations with City Staff.
- Two (2) meetings with the City Council.

Terms & Conditions

Bureau Veritas Technical Assessments LLC will refer to the terms and conditions outlined in the City's Professional Standard Agreement.

Proposed Schedule



BUREAU VERITAS

Project Authorization

To contract with BVTA for this project, please review and edit the information below, sign, and return the entire agreement to BVTA.

Client Contact & Report Addressee:
Mr. Luis Estevez
City of Placentia
401 E Chapman Ave
Placentia, California 92870
Phone: (714) 993-8148
Email: lestevez@placentia.org

Report & Invoice Recipient:
Mr. Luis Estevez
City of Placentia
401 E Chapman Ave
Placentia, California 92870

Project Information:
Property Name: City of Placentia
City/County: Placentia, Orange
Address: 34 Buildings
State/Zip: California

Building Information:
Type of Project: Government - Essential Facilities

Service(s)	Lump Sum Fee(s)
Citywide Asset Management Program	$ 119,254.44

# of Reports	Report Type	Delivery Method
26	Draft	Email Full Report (PDF)
26	Final	Email Full Report (PDF)

Electronic Report Deliverables: *BVTA's standard electronic delivery is through automated email links to our reports. If you prefer an alternate delivery method, please select one of our options listed below:*

☐ Dropbox™ ☐ Posted to BVTA Website ☐ Posted to Your Website

Site Point of Contact: *(the POC shall be deemed an agent of the client for providing access and conveying site data)*

POC:	POC Phone:
POC E-mail:	POC Cell:

I have read and verified the accuracy of the information set forth above, and in Proposal No. 165429.23P, including the legal name of the Client. I hereby certify that I am an employee authorized to sign this contract on behalf of the Client, and by my signature below I hereby accept the Proposal, as addressed to my company, including the attached Terms and Conditions, and authorize BVTA to proceed with the Services as described. Should any project information change, I understand that additional fees may accrue, and the due date may be extended.

Authorized Signature **(Printed Name)** **Phone #**

Company Name **Title** **Date**

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY): 11/09/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Aon Risk Services Northeast, Inc.
Aon Risk Services Northeast, Inc.
NY NY Office
One Liberty Plaza
165 Broadway, Suite 3201

CONTACT NAME:
PHONE (A/C. No. Ext): 866-283-7122 **FAX (A/C. No.):** (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Allianz Global Risks US Insurance Co.	35300
INSURER B:	Hartford Fire Insurance Co.	19682
INSURER C:	Trumbull Insurance Company	27120
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Bureau Veritas Technical Assessments LLC
6021 University Blvd. Stes. 200-210
Ellicott City MD 21043 USA

COVERAGES **CERTIFICATE NUMBER:** 570102648250 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:			USL00159323	01/01/2023	01/01/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$2,000,000 $1,000,000 $10,000 $2,000,000 $2,000,000 $2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			10 AB S41202 AOS	01/01/2023	01/01/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$2,000,000
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $10,000			USL00163323	01/01/2023	01/01/2024	EACH OCCURRENCE AGGREGATE	$1,000,000 $1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N / N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			10WNS41200 See State Policy Addendum	01/01/2023	01/01/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
A	Architects & Engineers Professional			USF00248023 Claims Made SIR applies per policy terms & conditions	01/01/2023	01/01/2024	Each Claim Aggregate	$1,000,000 $1,000,000

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

Evidence of insurance. The Architects & Engineers policy includes coverage for Professional Liability and Contractors Pollution Liability. Certificate Holder, The City of Placentia and its elected and, appointed boards, officers, agents, employees, and volunteers are additional, insureds with respect to: liability arising, out of activites performed by or on behalf of, the Consultant pursuant to its contract with, the City; products and completed operations, of the Consultant; premises owned, occupied, or used by the Consultant; automobiles owned and leased, hired, or borrowed by the Consultant. are included as Additional Insured in accordance with the policy provisions of the General Liability Coverage & Business Auto Coverage policy.

CERTIFICATE HOLDER

City of Placentia
401 E. Chapman
Placentia CA 92870 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Northeast, Inc.

Holder Identifier :

Certificate No : 570102648250

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AGENCY CUSTOMER ID: 570000048582

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Northeast, Inc.	Bureau Veritas Technical Assessments LLC
POLICY NUMBER	
See Certificate Number: 570102648250	
CARRIER / NAIC CODE	EFFECTIVE DATE:
See Certificate Number: 570102648250	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Workers Compensation/Employers Liability

10WNS41200	01/01/23-01/01/24	Trumbull Insurance AR,DC,IN,LA,NE,RI,UT
10WNS41200	01/01/23-01/01/24	Twin City Fire Insurance Company FL,ND,OH,WA,WY
10WNS41200	01/01/23-01/01/24	Hartford Insurance Company of the Midwest AK,ID
10WNS41200	01/01/23-01/01/24	Hartford Casualty Insurance Company MO,WV
10WNS41200	01/01/23-01/01/24	Nutmeg Insurance Company CT,IL
10WNS41200	01/01/23-01/01/24	Hartford Fire Insurance Company NH,OR,PA
10WNS41200	01/01/23-01/01/24	Hartford Accident and Indemnity Company AL,GA,KY,MI,MT,NY,TN,VT
10WNS41200	01/01/23-01/01/24	Property & Casualty Ins Co of Hartford CA,CO,DE,ME, MN,MS,SC
10WNS41200	01/01/23-01/01/24	Hartford Insurance Company of Illinois TX
10WNS41200	01/01/23-01/01/24	Hartford Insurance Company of the Southeast KS,MD
10WNS41200	01/01/23-01/01/24	Hartford Underwriters Insurance Company AZ,HI, NC,NJ,SD,VA
10WNS41200	01/01/23-01/01/24	Sentinel Insurance Company, Limited IA,NM,NV,OK
10WBRS41201	01/01/23-01/01/24	Twin City Fire Insurance Company WI
10WBRS41201	01/01/23-01/01/24	Hartford Underwriters Insurance Company MA
10WBRS41201	01/01/23-01/01/24	Hartford Fire Insurance Company PR

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

Paragraph .1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add the following:

d. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

(1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.

(2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:

(a) That is a partnership or joint venture,

(b) That is an "insured" under any other policy,

(c) That has exhausted its Limit of Insurance under any other policy, or

(d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

e. Employees as Insureds

(1). Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

f. Lessors as Insureds

(1). The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:

(a) The agreement requires you to provide direct primary insurance for the lessor and

(b) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

g. Additional Insured if Required by Contract

(1) When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

(a) During the policy period, and

(b) Subsequent to the execution of such written contract, and

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(c) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

(a) The limits of insurance specified in the written contract or written agreement; or

(b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM , SUIT OR LOSS – OF SECTION IV – BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

2. Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in A.1.g. - Additional Insured If Required by Contract, the following provisions apply:

(1) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(2) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(1)** and **(2)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in SECTION IV- Business Auto Conditions, B. General Conditions, Other Insurance 5.d.

3. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The SECTION IV- Business Auto Conditions, B. General Conditions, 5. OTHER INSURANCE Condition is amended by adding the following:

e. If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

4. **AMENDED FELLOW EMPLOYEE EXCLUSION**

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

5. **HIRED AUTO PHYSICAL DAMAGE COVERAGE**

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

(1) $100,000;

(2) The actual cash value of the damaged or stolen property at the time of the "loss"; or

(3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of $1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

6. **PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE**

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of $50 per day and a maximum limit of $1,000.

7. **LOAN/LEASE GAP COVERAGE**

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life Insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

8. **AIRBAG COVERAGE**

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

9. **ELECTRONIC EQUIPMENT - BROADENED COVERAGE**

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions **4.c.** and **4.d.** do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

(1) Permanently installed in or upon the covered "auto";

(2) Removable from a housing unit which is permanently installed in or upon the covered "auto";

(3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or

(4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III, Physical Damage Coverage, Limit of Insurance, Paragraph C.2. is amended to add the following:

$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

(1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;

(2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or

(3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or $250, whichever deductible is less.

10. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

11. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

12. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

(1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;

(2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

13. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) A member, if you are a limited liability company; or

(4) An executive officer or insurance manager, if you are a corporation.

14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

15. HIRED AUTO - COVERAGE TERRITORY

SECTION IV, BUSINESS AUTO CONDITIONS, PARAGRAPH B. GENERAL CONDITIONS, 7. - POLICY PERIOD, COVERAGE TERRITORY - is added to include the following:

(6) For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

16. WAIVER OF SUBROGATION

Paragraph 5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS A. Loss Conditions is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

17. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V-DEFINITIONS, C. is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

18. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

19. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of $2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,

b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"

c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is $10,000.

For the purposes of the coverage provision,

a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.

b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

20. VEHICLE WRAP COVERAGE

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to $1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is $5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

This policy is subject to the following additional Conditions:

If this policy is cancelled by the Company, other than for nonpayment of premium, notice of such cancellation will be provided to the certificate holder(s) with mailing addresses on file with the agent of record. Such notice will be provided within 30 days of the Company's receipt of certificate holder(s) information from the agent of record.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

Policy Number: 10 WN S41200 **Endorsement Number:**
Effective Date: 01/01/2023 Effective hour is the same as stated on the Information Page of the policy.
Named Insured and Address: BUREAU VERITAS HOLDINGS, INC.
1601 SAWGRASS CORPORATE PKWAY
SUITE 400
FORT LAUDERDALE, FL 33323

If this policy is cancelled by the Company, other than for non-payment of premium, notice of such cancellation will be provided to the certificate holder(s) with mailing addresses on file with the agent of record. Such notice will be provided within 30 days of the Company's receipt of certificate holder(s) information from the agent of record.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

Policy Number: 10 WN S41200 **Endorsement Number:**
Effective Date:01/01/2023 Effective hour is the same as stated on the Information Page of the policy.
Named Insured and Address: BUREAU VERITAS HOLDINGS, INC.
1601 SAWGRASS CORPORATE PKWAY
SUITE 400
FORT LAUDERDALE, FL 33323

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

ANY PERSON OR ORGANIZATION FROM WHOM YOU ARE REQUIRED BY CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER FROM US.

Countersigned by Susan L. Castanuela
Authorized Representative

Form WC 00 03 13 Printed in U.S.A.
Process Date: **Policy Expiration Date:**

PREPARED FOR

City Of Placentia ("Subscriber")

401 E Chapman Ave
Placentia, CA 92870

PREPARED BY

Brightly Software Inc ("Company")

11000 Regency Parkway, Suite 300

Cary, NC 27518

Dude Solutions is now Brightly. Same world-class software, new look and feel.

Meet Brightly at brightlysoftware.com

PUBLISHED ON

October 10, 2023

Q-382920

Sourcewell/NJPA purchasing contract

- *https://www.sourcewell-mn.gov/cooperative-purchasing/090320-sdi#tab-contract-documents (https://www.sourcewell-mn.gov/cooperative-purchasing/090320-sdi#tab-contract-documents)*.
- Contract #090320-SDI

Subscription Term: 18 months (01/01/2024 - 06/30/2025)

Cloud Services

Item	Start Date	End Date	Pricing Based On	Investment
Asset Essentials Enterprise	1/1/2024	6/30/2024	51,789.00 Population	25,816.69 USD
- Asset Essentials Inventory	1/1/2024	6/30/2024		Included
- Facilities/Physical Plant Module	1/1/2024	6/30/2024		Included
- Streets/Signs/ Sidewalks Module	1/1/2024	6/30/2024		Included
- Storm Water Module	1/1/2024	6/30/2024		Included
- Water Distribution and Waste Water Collection Module	1/1/2024	6/30/2024		Included
- Sanitation Module	1/1/2024	6/30/2024		Included
- Parks, Recreation and Forestry Module	1/1/2024	6/30/2024		Included
- Fleet Module	1/1/2024	6/30/2024		Included
- Dude Analytics	1/1/2024	6/30/2024		Included

Cloud Services

Item	Start Date	End Date	Pricing Based On	Investment
- AE Safety	1/1/2024	6/30/2024		Included
- GIS Asset Management	1/1/2024	6/30/2024		Included
- Predictor Facilities/Physical Plant	1/1/2024	6/30/2024		Included
Capital Predictor Enterprise	1/1/2024	6/30/2024	109,847.00 Sq. Ft.	2,389.75 USD
Asset Essentials Enterprise - Connector Toolkit	1/1/2024	6/30/2024	4.00 Users	677.60 USD
4.0 Month(s) included at no additional cost on the first term 01/01/2024 - 04/30/2024				-19,203.13 USD
				Subtotal: 9,680.91 USD

Professional Services

Item	Pricing Based On	Investment
Asset Essentials Enterprise Implementation with Consulting	51,789.00 Population	7,449.52 USD
Enterprise Project Management	One-Time	7,821.60 USD
Capital Predictor Enterprise Implementation	One-Time	10,224.00 USD
Asset Essentials Connector Toolkit Training	1.00 Day(s)	598.50 USD
		Subtotal: 26,093.62 USD

Total Initial Investment	35,774.53 USD

Cloud Services	
Item	**Investment Year 2 Start Date: 07/01/ 2024**
Asset Essentials Enterprise	54,731.38 USD
- Asset Essentials Inventory	Included
- Facilities/Physical Plant Module	Included
- Streets/Signs/Sidewalks Module	Included
- Storm Water Module	Included
- Water Distribution and Waste Water Collection Module	Included
- Sanitation Module	Included
- Parks, Recreation and Forestry Module	Included
- Fleet Module	Included
- Dude Analytics	Included
- AE Safety	Included
- GIS Asset Management	Included
- Predictor Facilities/Physical Plant	Included
Capital Predictor Enterprise	5,066.27 USD
Asset Essentials Enterprise - Connector Toolkit	1,436.51 USD
Total:	61,234.16 USD

Asset Essentials Implementation with Consulting
GIS Rider Statement of Work

Summary:

Company will provide specified professional consulting services to Subscriber to implement Asset Essentials, an on-line Computerized Maintenance Management System – Geographic Information System (GIS) functionality. These professional services include meeting with key stakeholders to ensure the set-up and configuration of the system will meet the client's operational needs; location and category hierarchies are configured appropriately; workflows meet the needs of the business; available data is cleaned, aligned and imported; and end users are trained and ready for go-live.

In Scope: The Deliverables below will be considered in scope of this SOW

1. Asset Essentials GIS Implementation
2. Asset Essentials GIS Training

Deliverables:

- Project initiation and discovery
- Available GIS data loaded
- GIS configuration
- User acceptance testing (UAT)
- End User training for Administrator and Full User roles

Acceptance Process:

As each deliverable is completed, the Project Coordinator will confirm with the Subscriber and document acceptance in the Project Community Portal.

- Project initiation and discovery
    - Kickoff call complete.
    - Discovery call complete
    - Data, configuration, and training requirements documented.
- Available Data Loaded
    - Available GIS data is loaded in AE to meet documented data requirements.
- Account Configuration
    - GIS features have been setup and configured to meet documented configuration requirements.
- User Acceptance Testing
    - Consultant-led end-to-end walkthrough and client UAT has demonstrated functionality satisfying configuration requirements.
- End User Training
    - Administrator and Full User roles have been received training on their role.

Assumptions:

Subscriber Assumptions:

- There will be a single point of contact/project manager for the duration of the project.
- IT department is responsible for ensuring access to mobile devices, internet connections, email access, and web link access to the software such as white listing IP addresses.
- The appropriate resources will be available for all scheduled activities. Canceling or rescheduling consulting activities within 2 weeks of the scheduled activity may result in a rescheduling fee being assessed.
- For on-site activities, Subscriber will provide a dedicated space with adequate technology, including but not limited to monitor/projector, computers, mobile devices, quality phone and internet connections.
- Will provide relevant data to be loaded in a timely manner and in Excel or CSV format. Each record type will be provided in one file with one sheet with column headings and one record with corresponding attributes per row.
- If unable to provide data in an acceptable format for import, Consultant will guide Subscriber on how to manually create records.
- Subscriber has up to five business days to confirm deliverable acceptance. No response will be interpreted as acceptance.

Company Assumptions:

- Consultant will not access any 3rd party systems for the purpose of exporting data.
- For on-site activities, Company will bill Subscriber for actual travel and associated expenses incurred.
- Any services not explicitly included in this SOW are assumed to be out of scope.

Project Schedule:

- Kick-off Call with Project Coordinator
    - Confirm software and services purchased
    - Identify key stakeholders
    - Assign resources
    - Schedule key milestone dates, including anticipated projected completion date
    - Access to Company's on-line Learning Management System
    - Access to an interactive project plan
- Discovery with Consultant
    - Interview key stakeholders to understand specific maintenance & operations objectives
    - Overview of AE with key stakeholders, including data import requirements
    - Determine optimal GIS configuration to meet objectives and drive KPIs
    - Document data, configuration, and training requirements
    - Schedule required consulting activities and confirm projected completion date
- Data loaded by Consultant
    - Review, cleanse, and load available GIS data
- Account configuration by Consultant
    - Work Order creation from Map
    - Citizen Portal

- Mobile Profiles
- Configure GIS Map settings
- Configure GIS Layer configuration
- Asset syncing

- User Acceptance Testing
  - Configuration demo to walk through the end-to-end workflow from request to completion
  - Demonstrate key functionality meets configuration requirements

- Consultant conducts End User Training for Administrator and Full User roles
  - End-to-end walkthrough for their role
  - Desktop and mobile training

- Project Close

Change Management:

Subscriber may request that the Company add services not in the specifications by submitting a written proposed change order to the Company. Submitted change requests will be reviewed for approval. Approved change orders will become part of the applicable SOW when executed by both Parties, and the services described therein will become part of the services.

Invoicing:

At the conclusion of Go Live Support, the main consulting milestone will be completed to trigger billing for the full consulting service.

Asset Essentials Implementation with Consulting Statement of Work

Summary:

Company will provide specified professional consulting services to Subscriber to implement Asset Essentials (AE), an on-line Computerized Maintenance Management System. These professional services include meeting with key stakeholders to ensure the set-up and configuration of the system will meet the client's operational needs; location and category hierarchies are configured appropriately; workflows meet the needs of the business; available data is cleaned, aligned and imported; and end users are trained and ready for go-live.

In Scope: The Deliverables below will be considered in scope of this SOW:

1. Asset Essentials Implementation with Consulting
2. Asset Essentials Training
3. Post Consulting Go-Live Support

Deliverables:

- Project initiation and discovery
- Available location, asset, user, PM schedule Data Loaded
- Account configuration
- User acceptance testing (UAT)
- End User training for Administrator and Full User roles
- Go-Live support

Acceptance Process:

As each deliverable is completed, the Project Coordinator will confirm with the Subscriber and document acceptance in the Project Community Portal.

- Project initiation and discovery
    - Kickoff call complete
    - Discovery call complete
    - Data, configuration, and training requirements documented
- Available data loaded
    - Available location, asset, user, PM schedule data is loaded in AE to meet documented data requirements.
- Account Configuration
    - Account has been setup and configured to meet documented configuration requirements.
- User Acceptance Testing
    - Consultant-led end-to-end walkthrough and client UAT has demonstrated to Subscriber functionality meets configuration requirements.
- End User Training
    - Administrator and Full User roles have received training on their role.
- Go-Live Support
    - 30-day Go-Live Support period has been concluded.

Assumptions:

Subscriber Assumptions:

- There will be a single point of contact/project manager for the duration of the project.
- IT department is responsible for ensuring access to mobile devices, internet connections, email access, and web link access to the software such as white listing IP addresses.
- The appropriate resources will be available for all scheduled activities. Canceling or rescheduling consulting activities within 2 weeks of the scheduled activity may result in a rescheduling fee being assessed.
- For onsite activities, Subscriber will provide a dedicated space with adequate technology, including but

not limited to monitor/projector, computers, mobile devices, quality phone and internet connections.
- Will provide relevant data to be loaded in a timely manner and in Excel or CSV format. Each record type will be provided in one file with one sheet with column headings and one record with corresponding attributes per row.
- If Subscriber is unable to provide data in an acceptable format for import, Consultant will guide Subscriber on how to manually create records.
- Subscriber has up to (5) business days to confirm deliverable acceptance. No response will be interpreted as acceptance.

Company Assumptions:

- Consultant will not access any 3rd party systems for the purpose of exporting data.
- Once End User Training has been completed, 30-day Go-Live Support period begins, consisting of up to 4 weekly 30-minute check-ins with the Implementation Specialist. If client does not attend a scheduled check-in, it will be assumed no assistance was needed.
- For on-site activities, Company will bill Subscriber for actual travel and associated expenses incurred.
- Any services not explicitly included in this SOW are assumed to be out of scope.

Project schedule and approach:

- Kick-off Call with Project Coordinator
    - Confirm software and services purchased
    - Identify key stakeholders
    - Assign resources
    - Schedule key milestone dates, including anticipated project completion date
    - Access to Company's on-line Learning Management System
    - Access to an interactive project plan
- Discovery with Consultant
    - Interview key stakeholders to understand specific maintenance & operations objectives
    - Overview of AE with key stakeholders, including data import requirements
    - Determine optimal AE configuration to meet objectives and drive KPIs
    - Document data and configuration requirements
    - Schedule required consulting activities and confirm projected completion date
- Data loaded by Consultant
    - Review, cleanse, and load available user, location, asset, and scheduled PM data
- Account configuration by Consultant
    - Populate key drop-down menus
    - Review/modify request and work order templates
    - Configure workflow for request/approval/assignment of work orders
- User Acceptance Testing
    - Configuration demo to walk through the end-to-end workflow from request to completion
    - Demonstrate key functionality meets configuration requirements

- Consultant conducts End User Training for Administrator and Full User roles
    - End-to-end walkthrough for their role
    - Desktop and mobile training
- Go-Live Support
    - Company provides (4) weekly check-in calls with Implementation Specialist and Subscriber
    - Company Implementation specialist addresses any issues identified. Where issues require product support, Implementation Specialist will submit to Company Support
    - Implementation Specialist adjusts configurations as needed prior to project close
- Project Close

Sample Project Timeline (project timelines may vary):

Timeline Events	Day 1	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10	Week 11	Week 12	Week 13
Project Kick Off Call														
LMS (Learning Management System) Review and Q&A														
Discovery Call														
Data Review														
Data Loading														
Account Configuration														
UAT (User Acceptance Testing)														
User Training														
Post-Consulting Call														
GLS (Go Live Support)														
Project Close														

Change Management:

Subscriber may request that the Company add services not in the specifications by submitting a written proposed change order to the Company. Submitted change requests will be reviewed for approval. Approved change orders will become part of the applicable SOW when executed by both Parties, and the services described therein will become part of the services.

Invoicing:

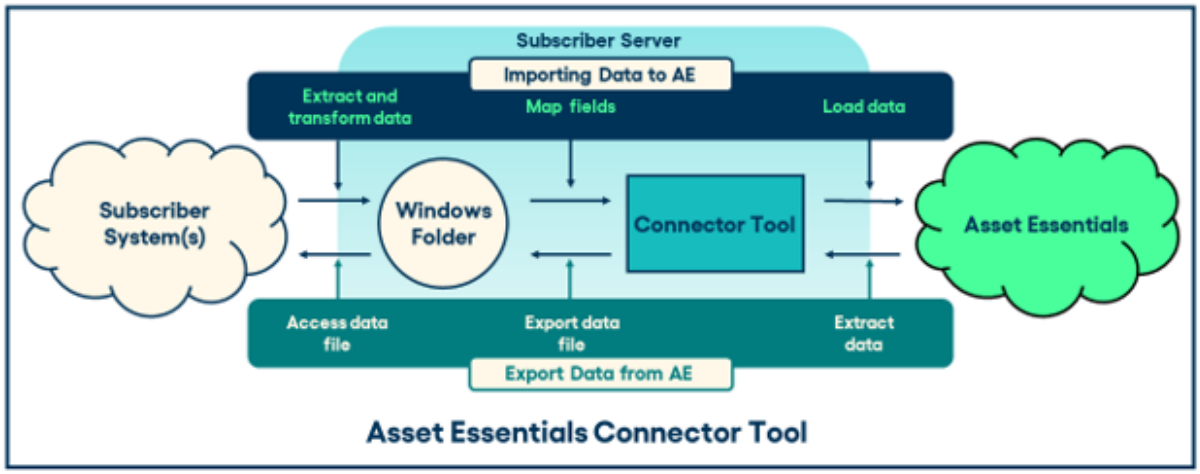
At the conclusion of Go Live Support, the main consulting milestone will be completed to trigger billing for the full consulting service.

Asset Essentials Connector Tool

Summary:

Company will provide specified professional consulting services to Subscriber to implement the Asset Essentials Connector Tool. The Connector Tool is an on-premises tool for exporting data from Asset Essentials into a folder or importing data from a folder in CSV (comma-separated value) file format. These professional services include meeting with a key Subscriber stakeholder to review data flow requirements, review field mapping for CSV file import, map Assets Essentials data fields to CSV file for export and train the Subscriber on all Connector Tool functionality.

Overview diagram (does not represent what is being delivered):



In Scope: The below will be considered in scope of this SOW:

1. Asset Essentials Connector Tool implementation
2. Asset Essentials Connector Tool training

Deliverables:

- Project initiation and discovery (discuss data flow requirements)
- System requirements and direction on where to download the Connector Tool provided
- Testing connectivity between Asset Essentials and the Connector Tool
- Training provided on: Asset Essentials available tables; field mapping, filtering, scheduling within the Connector Tool; CSV file import/export requirements based on data flow requirements
- Recommend changes needed to CSV file

- Demonstrate an export using the Connector Tool and import assuming the Subscriber is able to provide a compatible CSV file

Acceptance Process:

As each deliverable is completed, the Company Project Coordinator or Consultant will confirm with the Subscriber and document acceptance in the Project Community Portal.

- Project initiation and discovery completed
- Subscriber has downloaded and deployed the Connector Tool
- Company has trained Subscriber on the Connector Tool

Assumptions:

Subscriber Assumptions:

- There will be a single point of contact/project manager for the duration of the project.
- IT department is responsible for ensuring access to mobile devices, internet connections, email access, and web link access to the software such as white listing IP addresses.
- The appropriate resources will be available for all scheduled activities. Canceling or rescheduling consulting activities within 2 weeks of the scheduled activity may result in a rescheduling fee being assessed.
- For onsite activities, Subscriber will provide a dedicated space with adequate technology, including but not limited to monitor/projector, computers, mobile devices, quality phone and internet connections.
- Will provide relevant data to be loaded in a timely manner and in CSV format. Each record type will be provided in one file with one sheet with column headings and one record with corresponding attributes per row.
- If unable to provide data in an acceptable format for import, Consultant will guide Subscriber on how to manually create records.
- If importing data applies, import data file must be provided by Subscriber with required Asset Essentials fields.
- If exporting data applies, Subscriber is responsible for supplying mapping, creating a script (if applicable) to monitor the output location, and importing of the data file into any Subscriber systems.
- Responsible for providing an always on Windows environment to support the Connector Tool.
- Responsible for creating a Windows folder or SFTP site.

Company Assumptions:

- For on-site activities, Company will bill Subscriber for actual travel and associated expenses incurred.
- Any services not explicitly included in this SOW are assumed to be out of scope.
- Subscriber has up to (5) business days to confirm deliverable acceptance. No response will be

interpreted as acceptance.

- Company will not access or is not responsible for exporting or importing data out of Subscriber system(s) or creating any scripts to automate the process or transforming/modifying any CSV import files into the Connector Tool.
- Any API needs will be considered out of scope of this service.

Project Schedule:

From project initiation to demonstration, this service will take no longer than 8 hours to complete.

Change Management:
Subscriber may request that the Company add services not in the specifications by submitting a written proposed change order to the Company. Submitted change requests will be reviewed for approval. Approved change orders will become part of the applicable SOW when executed by both Parties, and the services described therein will become part of the services.

Invoicing:

Once all deliverables have been completed, this service will be billed at 100%.

Special Terms for Asset Essentials:

Asset Essentials pricing is based on a maximum storage limit of 200GB of data. Data storage that exceeds 200GB may subject to an additional fee of $200 per year per additional 200GB of storage.

Enterprise Project Management

Summary:

Company will provide professional services to Subscriber. These professional services include:

Project Management services. Our Project Manager will act as an extension of the Subscriber's team and ensure seamless implementation from start to finish. The Subscriber will have access to a personalized timeline which will be reviewed on a regular cadence. The Project Manager will partner with the Subscriber to coordinate all services, ensure the project stays on track, and help identify risks and/or issues.

In Scope: The items below will be considered in scope of this SOW:

- **Initiating**
  - Project set-up
  - Draft timeline
  - Resource planning
  - Identify project dependencies
- **Planning**
  - Kick-off call with Company Project Manager
  - Discussion of risks, barriers, or roadblocks that your organization experienced with previous software implementations
  - Timeline planning incorporating Business deadlines
- **Executing**
  - Coordinating necessary project meetings
  - Regular (up to weekly) project status meetings to review tasks, timelines, issues and preview any upcoming action items or next steps.
  - Up to monthly project oversight meetings of reactive workflow with buyer-level decision makers to ensure the project progress is communicated if requested by Subscriber point of contact.
  - Reply to Subscriber communications within two (2) business days.
- **Controlling**
  - Access to view Risk & Issue Log
  - Risk Management and mitigation assistance
- **Closing**
  - Define Post Launch Support points of contact
  - Facilitate product enablement support

Deliverables:

1. Company Project Manager lead kick-off call
2. Custom timeline with critical path development and management
3. Project goal setting

4. Regular (up to weekly) Subscriber / Project Manager status calls
5. Risk and issue tracking with mitigation assistance
6. Change Management
    - A recommended structured approach for transitioning Subscriber's individuals, groups, and organizations from a current state to a future state with intended business benefits.
    - Change management process as it applies to the SOW, will be discussed on Company kick-off call.
7. Subscriber sponsor status meetings (up to monthly) if requested by Subscriber point of contact
8. Unlimited access to Help Site and Company Academy during and after implementation
9. Define Post Launch Support points of contact

Acceptance Process:

- Project will be assumed completed once all deliverables in the contract have been met.
- Sign-off will be required for the project plan and each milestone. The Subscriber has five (5) business days to approve the project plan and a completed milestone. No response will be interpreted as acceptance.

Assumptions:

- Configuration and data options may vary based on the services and products that were purchased.
- The Subscriber will schedule time for the appropriate resources to be available for all scheduled activities.
    - The success of this process is dependent on the attendance and full engagement of the key stakeholders.
- The Subscriber will ensure adequate technology for a successful implementation, including but not limited to ability to run and attend virtual meetings, monitor/projector, computers/tablets, quality phone connection, and wireless internet access when and where applicable.
- Failure to sign off on project milestones will result in delays and/or additional costs may be incurred.
- Incidental travel-related expenses will be invoiced to Subscriber at cost for on-site services.
- Once the timeline is approved by the Subscriber, any changes will be documented and if the level of effort changes, it may be subject to a change order.
- Project team members will reply to written communication within two (2) business days.
- This SOW is the primary SOW to deliver any subsequent services with related SOWs. Where subsequent services have similar or conflicting deliverables, this SOW will take precedence.
- Additional data provided after agreed upon due dates in the project timeline may result in a change order.
- Rescheduling or cancellation of the service within two (2) weeks of the scheduled delivery date will result in a rescheduling fee.
- Deviations from these assumptions may impact Company's ability to successfully complete the project. Any changes in scope, schedule, or costs will be documented by the Project Manager, whether there is a cost impact or not.

Project Schedule:

The schedule will be defined by the other professional services provided in this contract.

Rates / Price:

The price for this service has been determined in accordance with the other SOWs included in this contract. If additional services are required that are not included in the scope, pricing will be determined via a change order.

Invoicing:

Invoicing will occur per the agreed upon terms in this contract.

Predictor Enterprise Implementation and Training - Statement of Work

Package 2

Purpose

The purpose of the Predictor Enterprise Implementation and Training Services, as scoped herein, is to deliver the model development, training, and support required to realize the value that a Predictor Enterprise subscription has to offer for building asset lifecycle models in support of the Client's infrastructure investment planning processes. To facilitate this outcome, a Brightly's (Company) Selected Consultant (Consultant) will conduct workshops with Client staff members (workshop participants) focused on developing a first-generation lifecycle model* using the Client's data.

Through the workshop experience, follow-up meetings, and post-implementation support, Client staff will be provided the opportunity to learn the essentials of building asset lifecycle models with Predictor Enterprise. With this background and understanding, Client staff will be able to assume ownership of the first-generation lifecycle models and continue to build out "what-if" scenarios after training is complete with support from the Company Selected Consultant.

Value

By partnering with Brightly, you are provided expert guidance in the best practice configuration and usage of Predictor Enterprise. In summary, the scope of the proposed Predictor Enterprise Implementation and Training Services includes:

- Workshop training sessions led by the Consultant focused on building lifecycle model(s) for the asset class(es) identified in this SOW and using the Client's data;
- Client data loaded into the lifecycle model(s) in Predictor using the asset class(es) identified in this SOW and using the Client's data and input;
- One (1) month of online support provided directly by the Consultant. This service is designed to provide Client staff with assistance in matters related to reporting; troubleshooting, and refining the previously delivered lifecycle model(s);
- Support and guidance for installing Predictor Enterprise on the Windows operating system;
- Guidance on how to structure data for effective lifecycle modeling;

> *A "first-generation lifecycle model" is a fully functional Predictor Enterprise lifecycle model that can be used to present reports and explore the functional aspects of Predictor Enterprise software. However, the term ‘first-generation' is used to qualify that the model may not yet be mature or accurate enough for actual decision- making purposes. Also note that a single model applies to a single asset class. For example, a model built for pavement would not include information about signage or street markings.

Per this scope of services, a first-generation lifecycle model will be developed for the asset class identified below (select one):

Methodology and Approach

Task 1: Pre-Workshop Kick-Off Meeting and Preparation

Consultant will work with the Client's designated Project Manager to facilitate a Kick-Off Meeting and prepare themselves and the Client's project team for data gathering and the upcoming workshop activities.

Sub-Task 1.1: Kick-Off Meeting

[Remote Task: up to 2 hours duration]

The purpose of the Kick-Off Meeting is to:

1. Review project goals and objectives;
2. Review data requirements;
3. Review available data sources and decision support criteria;
4. Schedule the workshop;
5. Determine an appropriate time for client staff to install Predictor Enterprise on Client computers;
6. Address any scope, logistical, or scheduling questions.

Sub-Task 1.2: Pre-Workshop Preparation

[Remote Task: duration is as needed, not to exceed 16 hours]

Project preparation tasks during this phase of the project will include:

1. Consultant will review relevant information provided by the Client, including data sources (such as GIS), decision support processes, plans, assessment reports, and other information that will be beneficial to the project outcomes. Consultant will advise Client of any schema or data changes required for a successful model. Consultant may make assumptions or calculate additional fields so the model may proceed to be built in a timely manner if required changes to source data are not completed by the Client in a timely manner.
2. Software installation requirements will be reviewed during the Kick-Off meeting, and access to Company online Predictor Enterprise resources will be provided. An email will be issued to designated Client staff with links to access the software, Knowledge Base, and eLearning videos. The Consultant will provide additional support as required. A meeting with a Client IT representative may be necessary.

Client Responsibilities

1. Designate a Project Manager. This person will interact directly with the Consultant to set meeting times, coordinate staff, direct feedback, approve invoices and other tasks as required to help keep the project on track.
2. Determine who will participate in the Data Gathering and Workshop sessions. Company suggests that

participants include both personnel who are actively involved in plan decision making and personnel who are responsible for managing data that contributes to the decision-making processes.

3. Determine and assemble data sources that will be used in Predictor Enterprise. This should include any existing condition rating systems, decision support criteria used to determine repair, rehabilitate, and replace, budget and planning strategies. These resources will be provided to the Consultant for review prior to the onsite workshop.
4. Complete data schema and/or data updates recommended by the consultant and provide updated data to Consultant.
5. Consultant will host the meeting using online screen sharing software (WebEx, Zoom, or similar). The Client is responsible for ensuring remote access for all Client participants.

Deliverables

1. A remotely facilitated Project Kick-Off Meeting, up to two (2) hours in duration, to be facilitated by Company's Solutions Consultant and attended by applicable Client and Consultant team members.

Task 2: Lifecycle Model Training and Model Building Workshop [Remote Task: Three-day duration]

A series of remote workshop sessions will be facilitated by the Consultant over an agreed-upon multi-day period. Ideally, remote workshop activities should be completed within a one (1) to three (3) week period. The purpose of workshop session is to train Client staff on the creation of asset lifecycle models through the process of building first-generation lifecycle models for the scoped assets, using the Client's data.

The workshop is as follows:

1. Overview Presentation and Discussion

   Workshop Session 1: (3 hours)

   Participants: Senior Managers, Asset System Managers, GIS staff, Project Manager

Consultant will step the workshop participants through a comprehensive overview of asset lifecycle modeling using Predictor Enterprise. Participants will be encouraged to ask questions and engage in discussion as Consultant presents the following:

1. Introductions and goal review;
2. An overview of strategic asset management, lifecycle modeling, and Predictor Enterprise;
3. An in-depth interactive presentation on the process of developing lifecycle models using examples in Predictor Enterprise relevant to scoped assets;

4. Integration with GIS;
5. Reporting methods.

2. Lifecycle Model Development and Training for Asset Group 1

    Workshop Session 2: (3 hours)

    Workshop Session 3: (3 hours)

    Participants: Client Asset System Managers and their designee(s), Project Manager

Consultant will lead a training workshop for developing lifecycle model parameters for the selected asset class(es). The training will be facilitated by the Consultant using remote screens of Predictor Enterprise, GIS, and other software as required. Workshop participants may follow along using Predictor Enterprise on their laptops but are not required to do so. Aspects of lifecycle modeling that the training will focus on include:

a. Treatment parameters. The types of treatments that are currently being used, criteria for triggering treatments, and treatment effects.
b. Service State (aka Condition) criteria. Criteria for determining the service state of assets, including condition scoring, likelihood of failure, age, and other criteria as it would be used for decision making.
c. Lifecycle criteria such as material, size, location, era of installation, and other criteria that contributes toward defining the life expectancy of assets.
d. Degradation Profile. The deterioration curve of the asset(s).
e. Decision criteria. Additional decision criteria other than service state that will be used in the lifecycle model. Examples include material, criticality, capacity, location etc.
f. Decision Model. How all the criteria come together to trigger treatments and their effects in a decision model.
g. Costing data for each treatment, which are determined in the unit of measure for the asset(s).
h. Budget caps. At least one simulation should be built on existing budgets. Other simulations may be created that vary the budget amounts.
i. Data structure. Evaluate how the Client's data matches up to the decision criteria. Make note of modifications that may need to be performed.
j. Forced projects. Any projects that the Client is already committed to may be identified and forced to happen in the designated year in the model simulation.
k. Data acquisition from a Feature Service on ArcGIS Online
l. Data structure. Evaluate how the Client's data matches up to the decision criteria. Make note of modifications that may need to be performed. Some modifications can be made in the workshop.
m. Forced projects. Any projects that the Client is already committed to may be identified and forced to happen in the designated year in the model simulation.
n. Predictor Enterprise Reports
o. Publishing Predictor Enterprise simulation results to ArcGIS as a time enabled Feature Class

3. Wrap Up

    Workshop Session 4: (3 hours)

    Participants: Project Manager and others to be determined

This time is reserved if needed for activities identified in previous sessions that need to be further addressed. This may include the development of a list of next steps, meeting with IT staff regarding software installation or other topics as required.

Client Responsibilities

1. Consultant will host the meetings using online screen sharing software (MS Teams, Zoom, or similar). The Client is responsible for ensuring remote access for all Client participants.
2. Client staff should arrive prepared with all digital and paper-based information deemed relevant to the workshop.

Deliverables

1. Copies of presentation material.
2. Remote Training Workshop sessions facilitated by an Company Solutions Consultant as described herein.
3. First-generation Predictor Enterprise model files as developed in the workshop.
4. All participants are provided an opportunity to learn how to utilize the Predictor Enterprise software.
5. The Consultant engages in a post-workshop meeting with the Client's Project Manager to solicit feedback and discuss the post workshop training and support phase of the project.

Task 3: Post Workshop Training and Support

[Remote Task: duration is as needed, not to exceed 16 hours]

During the one (1) month period immediately following delivery of the first-generation Predictor Enterprise lifecycle models, the Consultant will remain the primary contact for support and follow-up training as it becomes desired by the Client staff who participated in the Task 2 workshops. The purpose of this support period is to provide Client staff an opportunity to ask questions on the lifecycle model(s), reports, data, or other material deemed necessary by the Client to extend the value of the Predictor Enterprise subscription. This support and training is in addition to Company's standard support services.

1. All support and training will be provided through email, scheduled online meetings, and phone conferences. The Client Project Manager will schedule the support activities with the Company Solutions Selected Consultant prior to each event.
2. At Consultant's sole discretion, the Consultant may engage in some development of lifecycle models,

reports, or other material in consultation with the Client as deemed appropriate to further the training of Client staff.

3. Support and training are limited to staff who participate in the training workshop, but the services provided by Consultant during this phase includes help for workshop participants to communicate to other Client staff.

Project Assumptions

Company has made the following general assumptions in this SOW to derive the estimated cost for this project. It is the responsibility of Client to validate these assumptions, which include Client responsibilities before signing the Acceptance. Deviations from these assumptions may impact Company's ability to successfully complete the project. Any changes in scope, schedule, or costs will be documented by the Project Coordinator, whether there is a cost impact or not.

- Company and Consultant are not responsible for delays caused by missing data or other configuration information that is required to be available prior to the consulting service. Having the requested data and configuration information available prior to the consulting service may minimize delays so progress can be made quickly.
- Client shall use best efforts to Identify of all project-related key information to allow the project schedules to begin on time. Any changes to key information after Project kickoff may require a Change Controls.
- Parties agree to provide timely responses to task-related emails or phone calls to enable on-time completion of all assignments.
- At least 24-hour notice cancellation shall be given by the Parties if required members for any scheduled meeting cannot attend. This shall allow sufficient time to cancel/re-schedule the meeting as soon as possible to keep the project on schedule.
- Prerequisite data gathering, which may relate to an orientation call or requirements gathering meeting, must be completed prior to the scheduled meeting. A productive meeting requires that the data gathering be complete in advance of the meeting.

Excluded from Services

For the avoidance of doubt, the following services are not included:

- Unless otherwise included in the Consulting service, evaluation of your current practices, policies, procedures, or personnel for the purposes of performance or other improvements.
- Troubleshooting any issues related to your IT infrastructure, including computer software not provided by Brightly and/or GIS or other systems.
- Migration of data from other systems or locations, unless specified on the Order Form.
- Updating any of your source data.
- Export of data to any other systems or third parties other than those specified on the Order Form.

Milestone Billing - Invoice Schedule

Invoicing for the Predictor Enterprise Model Development service will be provided as delivery milestones are met. Below is the schedule for the billing milestones and the related percentage.

Predictor Enterprise Model Development Milestones	Description	Percentage
Kickoff and Data Gathering	Kickoff meeting and initial model preparation (Task 1)	50%
Workshop Sessions and Wrap Up	Lifecycle model building, workshop sessions and wrap up (Task 2)	50%

Order terms

- By accepting this Order, and notwithstanding anything to the contrary in any other purchasing agreement, Subscriber agrees to pay all relevant Subscription Fees for the full Subscription Term defined above.
- Payment terms: Net 30
- The "Effective Date" of the Agreement between Subscriber and Company is the date Subscriber accepts this Order.
- This Order and its Offerings are governed by the terms of the Brightly Software, Inc. Master Subscription Agreement found at http://brightlysoftware.com/terms (http://brightlysoftware.com/terms) ("Agreement"), unless Subscriber has a separate written agreement executed by Brightly Software, Inc. ("Company") for the Offerings, in which case the separate written agreement will govern. Acceptance is expressly limited to the terms of the Agreement. No other terms and conditions will apply. The terms of any purchase order or similar Subscriber document are excluded and such terms will not apply to the Order and will not supplement or modify the Agreement irrespective of any language to the contrary in such document.
- To the extent professional services are included in the Professional Services section of this Order, the Professional Services Addendum found at http://brightlysoftware.com/terms (http://brightlysoftware.com/terms) is expressly incorporated into the Agreement by reference.
- During the Subscription Term, Company shall, as part of Subscriber's Subscription Fees, provide telephone and email support ("Support Services") during the hours of 8:00 AM and 6:00 PM EST, (8:00 am – 8:00 pm EST for Community Development Services) Monday through Friday ("Business Hours"), excluding Company Holidays.
- Company maintains the right to increase Subscription Fees within the Subscription Term by an amount not to exceed the greater of prices shown in the investment table or the applicable CPI and other applicable fees and charges every 12 months. Any additional or renewal Subscription Terms will be charged at the then-current rate.
- Acceptance of this Order on behalf of a company or legal entity represents that you have authority to bind such entity and its affiliates to the order, terms and conditions herein. If you do not have such authority, or you do not agree with the terms set forth herein, you must not accept this Order and may not use the Offerings.
- Proposal expires in sixty (60) days.
- Subscriber shall use reasonable efforts to obtain appropriation in the full amount required under this Order annually. If the Subscriber fails to appropriate funds sufficient to maintain the Offerings described in this Order, then the Subscriber may terminate the Offerings at no additional cost or penalty by giving prior written notice documenting such non-appropriation. Subscriber shall use reasonable efforts to provide at least thirty (30) days prior written notice of non-appropriation. Subscriber agrees non-appropriation is not a substitute for termination for convenience, and further agrees Offerings terminated for non-appropriation may not be replaced with functionally similar products or services prior to the expiration of the Services Term set forth in this Order. Subscriber will not be entitled to a refund or offset of previously paid, but unused Fees.

Additional information

- Prices shown above do not include any taxes that may apply. Any such taxes are the responsibility of

Subscriber. This is not an invoice. For customers based in the United States, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Subscriber. Tax exemption certifications can be sent to accountsreceivable@brightlysoftware.com (mailto:accountsreceivable@brightlysoftware.com).

- Billing frequency other than annual is subject to additional processing fees.
- Please reference Q-382920 on any applicable purchase order and email to Purchaseorders@Brightlysoftware.com (mailto:Purchaseorders@Brightlysoftware.com)
- Brightly Software, Inc. can provide evidence of insurance upon request.

Illuminate: Bringing the best Ideas to Light

Brightly's Illuminate conference is a place for operations and asset management leaders to gather and share our collective wisdom, spotlighting the best new ideas and learning from one another to realize a brighter future. Take stock of where you've been and plan for where you're going while connecting with industry peers and experts as passionate to help their organizations thrive as you are.

Brightly's Illuminate conference is a gathering of the brightest minds in operations and asset management, where you can connect with leaders in their field, exchange expertise, and uncover new opportunities to realize a brighter future

Illuminate is March 11th-14th. Attendees are in for the best in-person conference yet, with more knowledge, training, and technology than ever before.

Enlighten

Share your expertise and level up your knowledge with hands-on education and training you can bring back to your team.

Envision

Explore the brightest ideas and smartest solutions to elevate the work your organization is doing and realize your vision for the future.

Engage

Broaden your professional network by sharing wisdom with fellow operations and asset management leaders.

Admission for Illuminate is $995 for tuition only and $1895 for the "Brightly Bundle". The Brightly Bundle includes meals, a 4-night hotel stay and tuition. Registration is open beginning October 1st, 2023 through March 8th, 2024.

Signature

Presented to:

Q-382920
October 12, 2023, 4:18:53 PM

Accepted by:

Printed Name

Signed Name

Title

Date

RESOLUTION NO. R-2023-88

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA AUTHORIZING A BUDGET AMENDMENT IN FISCAL YEAR 2023-24 IN COMPLIANCE WITH CITY CHARTER OF THE CITY OF PLACENTIA §§ 1206 AND 1209 PERTAINING TO APPROPRIATIONS FOR ACTUAL EXPENDITURES.

A. Recitals.

(i). The adopted budget for the 2023-24 Fiscal Year sets out estimated appropriations for City expenses throughout the year.

(ii). From time to time the adopted budget must be adjusted when precise expenditures are finally determined or when estimated expenditures exceed projected costs allocated.

(iii). City Charter of the City of Placentia § 1206 authorizes the City Council to amend or supplement the budget by motion adopted by the affirmative votes of at least three members so as to authorize the transfer of unused balances appropriated for one purpose to another purpose, or to appropriate available revenues not included in the budget. All other legal prerequisites to the adoption of this Resolution have occurred.

B. Resolution.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PLACENTIA DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:

1. In all respects as set forth in the Recitals, Part A., of this Resolution.

2. The adopted budget for Fiscal Year 2023-24, Resolution No. R-2023-42, is hereby amended to adjust the following accounts as specified below:

Fund	Description	Department	GL Account	Amount	Type
Measure U	Fund Balance	Measure U Fund	0079-3001	$71,000	Decrease
Measure U	PW Maintenance Master Plan & Condition Assessment Project	Public Works	799800-6770 JL#24903-6770	$71,000	Increase

3. The Mayor shall sign this resolution, and the City Clerk shall attest and certify to the passage and adoption thereof.

PASSED, ADOPTED AND APPROVED THIS 21st DAY OF NOVEMBER 2023.

_____
Ward L. Smith, Mayor

ATTEST:

_____
Robert S. McKinnell, City Clerk

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Robert S. McKinnell, City Clerk of the City of Placentia, do hereby certify that the foregoing resolution was adopted at a regular meeting of the City Council of the City of Placentia held on the 21st day of November 2023 by the following vote:

AYES: Councilmembers:
NOES: Councilmembers:
ABSENT: Councilmembers:
ABSTAIN: Councilmembers:

_____
Robert McKinnell, City Clerk

APPROVED AS TO FORM:

_____
Christian Bettenhausen, City Attorney

Placentia City Council
AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DEPUTY CITY ADMINISTRATOR/PUBLIC SERVICE AND INFRASTRUCTURE

DATE: NOVEMBER 21, 2023

SUBJECT: **APPROVAL OF RESOLUTION AUTHORIZING GRANT APPLICATION AND SUPPORT FOR KRAEMER BOULEVARD/GLASSELL STREET/GRAND AVENUE (KGG) REGIONAL TRAFFIC SIGNAL SYNCHRONIZATION PROJECT**

FISCAL IMPACT: There is no fiscal impact associated with the recommended action.

SUMMARY

On August 14, 2023, the Orange County Transportation Authority (OCTA) issued the 2024 Call for Projects for the Regional Traffic Signal Synchronization Program (RTSSP) or Project "P" funded through Measure M2. OCTA considers coordinating traffic signals across jurisdictional boundaries a major component in enhancing County-wide traffic flow and reducing congestion. Traffic corridors considered for grant funding are reviewed for high traffic volumes and the measurable benefit of interagency signal synchronization. The proposed RTSSP project along the Kraemer Boulevard corridor involves the cities of Anaheim, Orange, Placentia, Brea, and Santa Ana. OCTA has requested a resolution of support from each respective City Council for an RTSSP project along the Kraemer Boulevard corridor. This action will adopt a resolution authorizing the application and support for this project.

RECOMMENDATION:

It is recommended that the City Council take the following action:

> Adopt Resolution No. R-2023-87, a Resolution of the City Council of the City of Placentia, California authorizing an application and support for the Kraemer Boulevard/Glassell Street/Grand Avenue (KGG) RTSSP for funds from the Orange County Transportation Authority under the competitive Measure M2 Regional Transportation Signal Synchronization Program.

STRATEGIC PLAN STATEMENT

There is no specific City Council adopted 5-Year Strategic Goal or objective related to this agenda item.

1.j.
Nov 21, 2023

DISCUSSION:

The Comprehensive Transportation Funding Programs (CTFP), administered by the OCTA, has been developed to help fund City improvement projects throughout Orange County. OCTA has issued the 2023 CTFP Call for Projects for funding under the Project RTSSP. This call is to fund projects for a three-year period with implementation in the first year and signal monitoring for two (2) subsequent years. In June 2023, the City Council adopted Resolution No. R-2023-46 to approve the City's Local Signal Synchronization Plan (LSSP) as part of the Measure M2 Eligibility Process. The LSSP identifies traffic signal synchronization routes including all elements of the Regional (countywide) Signal Synchronization Network located within the City.

Placentia is eligible to apply for and compete with other cities within Orange County for funding signal synchronization projects under the RTSSP. The project must be on a priority corridor network, or the signal synchronization network identified in the Regional Traffic Signal Synchronization Master Plan or the Master Plan of Arterial Highways. Furthermore, the project must be multi-jurisdictional and have documented support from all participating jurisdictions. The RTSSP requires that all participating local agencies provide minimum matching funds of twenty percent (20%) for each project. The matching funds may be from local funds or in-kind services from local agency staff.

OCTA, in conjunction with the cities of Santa Ana, Anaheim, Orange, Placentia, and Brea ("Cities") have determined the Kraemer Boulevard/Glassell Street/Grand Avenue (KGG) to be a corridor in Orange County worth consideration for Measure M2 funding. The proposed project is between Kraemer Boulevard/Lambert Road in the City of Brea and Grand Avenue/Dyer Road in the City of Santa Ana. In Placentia, the corridor starts at Golden Avenue, and it includes eleven (11) signals. The project is in collaboration with the Cities of Brea, Orange, Anaheim, Santa Ana, and the State of California Department of Transportation. This project will be led and implemented by the City of Santa Ana.

The RTSSP projects allow agencies to implement traffic signal timing coordination and communications equipment improvements along the corridor. If this project is selected for funding, the City of Placentia will modernize existing traffic signal technology at various signals. Some of these improvements will include new traffic signal controllers and cabinets, fiber optic, video vehicle detection, CCTV camera, audible pedestrian push button, and new workstations for the Traffic Management Center. These improvements will help ensure the signals along each corridor can facilitate and operate with optimized synchronized timing.

The estimated cost of the traffic signal improvements for the City's portion of the project amounts to $959,750, of which OCTA will cover 80% of the cost through the Measure M-funded RTSSP Grant Program. The City's share of this cost amounts to 20% or $191,950. The total estimated cost of the project for the entire corridor amounts to $ 5,809,030, of which OCTA would cover 80% or $4,647,224.

The KGG RTSSP grant application was submitted on October 26, 2023. A resolution by the City Council is required to affirm and formally authorize the submittal of the grant funding application (Attachment 1). Should the project be awarded this grant by OCTA next spring, Staff will return to

the City Council with a Cooperative Agreement between the Cities which will outline each agency's responsibilities and financial commitment. In addition, the project will be added to the City's Capital Improvement Program Budget as part of the annual budget preparation process.

FISCAL IMPACT:

There is no fiscal impact associated with the recommended action. Should the project be awarded grant funding in spring 2024, the City would not receive any invoices for the project cost until late 2025, when construction of the project is expected to be completed. Staff proposes to include this project in the FY 2024-25 Capital Improvement Program Budget for the City's share of the project cost, which is estimated to be $191,950, to be funded with a combination of Gas Tax and AB 2766 Air Quality Subvention Funds. The City of Santa Ana will act as the lead agency for implementation of the proposed project.

Prepared by:

Kyra Tao, P.E.
Transportation Manager

Reviewed and approved:

Jennifer Lampman
Director of Finance

Reviewed and approved:

Luis Estevez
Deputy City Administrator

Reviewed and approved:

Damien R. Arrula
City Administrator

Attachments:

1. Resolution R-2023-87 – Support of KGG RTSSP Grant Application
2. Project Area Map – Kraemer Blvd/Glassell St/Grand Ave RTSSP Corridor Map

RESOLUTION NO. R-2023-87

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA AUTHORIZING AN APPLICATION AND SUPPORT FOR THE KRAEMER/GLASSELL/GRAND CORRIDOR PROJECT FOR FUNDS FROM THE ORANGE COUNTY TRANSPORTATION AUTHORITY UNDER THE MEASURE M2 REGIONAL TRANSPORTATION SIGNAL SYNCHRONIZATION PROGRAM

A. Recitals

(i) The Measure M2 Regional Traffic Signal Synchronization Program targets over 2,000 signalized intersections across Orange County to maintain traffic signal synchronization, improve traffic flow, and reduce congestion across jurisdictions.

(ii) The City of Placentia was declared by the Orange County Transportation Authority to meet eligibility requirements to receive revenues as part of Measure M2.

(iii) WHEREAS, the CITY must include all projects funded by Net Revenues in the seven-year Capital Improvement Program as part of the Renewed Measure M Ordinance eligibility requirement.

(iv) WHEREAS, the CITY authorizes a formal amendment to the seven-year Capital Improvement Program to add projects approved for funding upon approval from the Orange County Transportation Authority Board of Directors, if necessary.

(v) The City of Placentia has currently adopted a Local Synchronization Plan consistent with the Regional Traffic Signal Synchronization Master Plan as a key component of local agencies' efforts to synchronizing traffic signals across local agencies' boundaries.

(vi) The City of Placentia will provide matching funds for each project as required by the Orange County Comprehensive Transportation Funding Programs Manual.

(vii) The City of Placentia will not use Measure M funds to supplant Developer Fees or other commitments.

(viii) The City of Placentia desires to implement multi-jurisdictional signal synchronization listed below.

B. Resolution

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PLACENTIA DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:

1. In all respects as set forth' in the Recitals, Part A., above.

2. The City Council of the City of Placentia hereby requests the Orange County Transportation Authority to allocate funds in the amounts specified in the City's application(s) from the Regional Transportation Signal Synchronization Program to implement regional signal synchronization along Kraemer Boulevard.

3. The Mayor shall sign this Resolution, and the City Clerk shall attest and certify to the passage and adoption thereof.

PASSED, APPROVED and ADOPTED this 7th day of November 2023.

_____
Ward L. Smith, Mayor

ATTEST:

_____
Robert S. McKinnell, City Clerk

STATE OF CALIFORNIA
COUNTY OF ORANGE

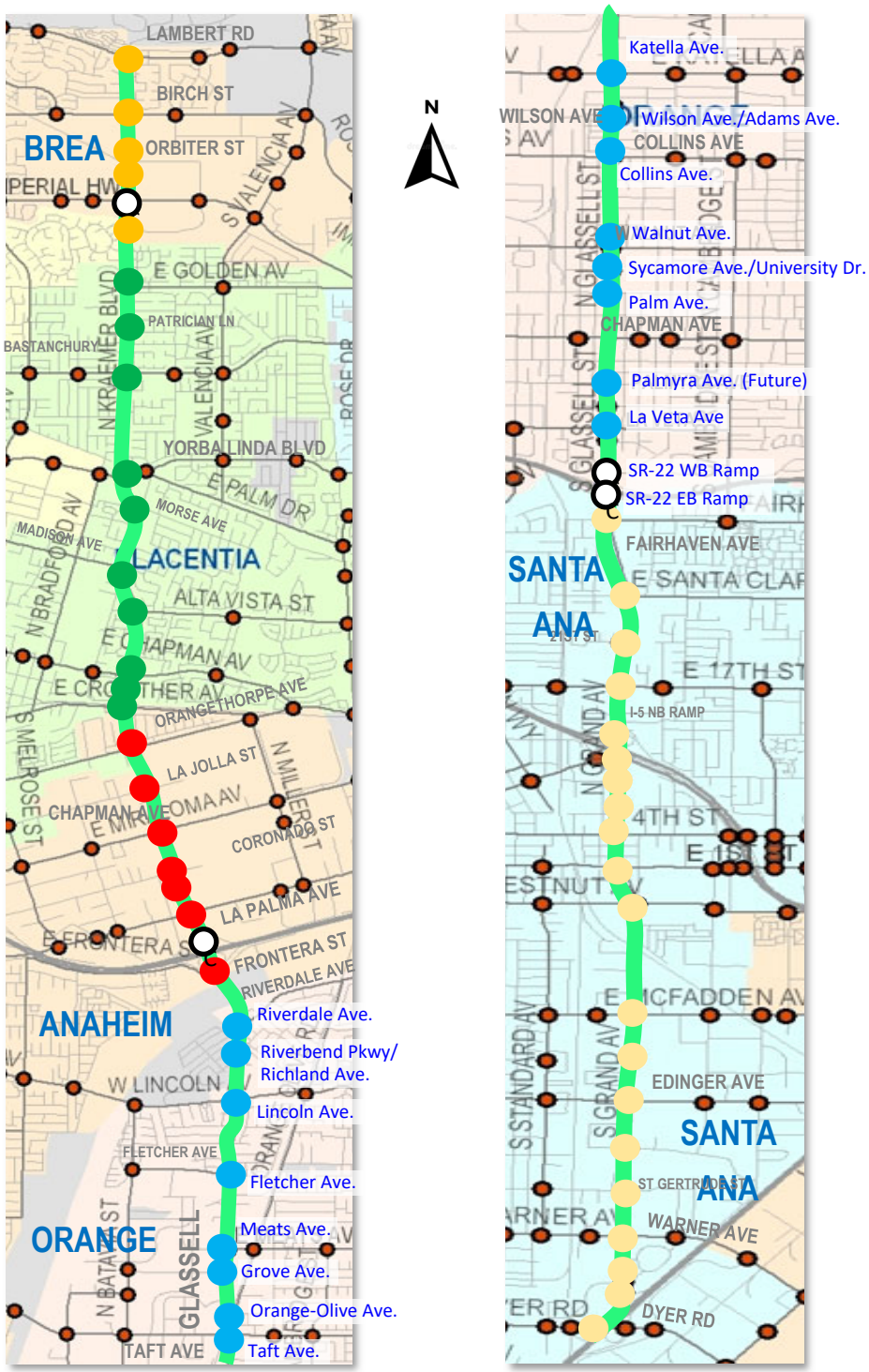
I, Robert S. McKinnell, City Clerk of the City Of Placentia do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council held on the 5th day of December 2023 by the following vote:

AYES: Councilmembers:
NOES: Councilmembers:
ABSENT: Councilmembers:
ABSTAIN: Councilmembers:

_____
Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

_____
Christian L. Bettenhausen, City Attorney



Map of Kraemer Boulevard/Glassell Street/Grand Avenue Regional Traffic Signal Synchronization Program Corridor

Placentia City Council
AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF FINANCE

DATE: NOVEMBER 21, 2023

SUBJECT: **UPDATED RESOLUTION APPROVING THE TRANSITION OF THE CITY'S DEFINED CONTRIBUTION PLAN FOR ELIGIBLE EMPLOYEES FROM PUBLIC AGENCY RETIREMENT SERVICES (PARS) TO THE ICMA RETIREMENT CORPORATION GOVERNMENTAL PROFIT-SHARING PLAN & TRUST AND REPEALING RESOLUTION NO. R-2023-79**

FISCAL IMPACT: NONE

SUMMARY:

The City Council approved Resolution R-2023-79 on September 19, 2023 authorizing the transition from Public Agency Retirement Services (PARS) to the ICMA Retirement Corporation Governmental Profit-Sharing Plan & Trust. After submitting the resolution and termination letter to PARS it was determined the transfer of assets date of December 1, 2023 identified in the resolution did not allow sufficient time, and that the date of January 31, 2024 would be the effective date of transfer. Resolution R-2023-89 updates all dates stated in Resolution R-2023-79.

RECOMMENDATION:

It is recommended that the City Council take the following action:

1. Adopt Resolution R-2023-89 authorizing the transition of the City's Defined Contribution Plan for Eligible Employees from PARS to ICMA Retirement Corporation Governmental Profit-Sharing Plan & Trust and repealing Resolution No. R-2023-79 and the discontinuance of the City's participation in the Public Agency Retirement System (PARS) Defined Contribution Plan and related services of PARS as Trust Administrator, U.S. Bank N.A. as Trustee, and John Hancock Retirement Services as Custodian/Record Keeper with updated dates; and

2. Authorize the City Administrator to execute all necessary documents.

STRATEGIC PLAN STATEMENT:

This item is consistent with the City Council approved 5-Year Strategic Goal to Enhance Employee Development, specifically objective 7.1 Bolster ranks of city employees.

1.k.
Nov 21, 2023

DISCUSSION:

The City Council approved Resolution R-2023-79 on September 19, 2023 authorizing the transition from Public Agency Retirement Services (PARS) to the ICMA Retirement Corporation Governmental Profit-Sharing Plan & Trust for the city offered 401(a) defined contribution plan for employer contributions for a select group of employees. The purpose of the transition was to significantly reduce fees, improve the investments and services available to eligible employees and consolidate retirement plans with one single provider.

After submitting the resolution and termination letter to PARS it was determined the transfer of assets date of December 1, 2023, identified in the resolution did not allow sufficient time to complete all necessary steps, and that the date of January 31, 2024 would be the effective date of transfer. Resolution R-2023-89 updates all dates stated in Resolution R-2023-79.

FISCAL IMPACT:

There is no fiscal impact to the City to update the dates on the resolution.

Prepared by:

Jennifer Lampman
Director of Finance

Reviewed and Approved by:

Alice Burnett
Director of Human Resources

Reviewed and Approved by:

Rosanna Ramirez
Deputy City Administrator

Reviewed and Approved by:

Damien R. Arrula
City Administrator

Attachment:

Resolution R-2023-89 Authorizing the transition of the City's defined contribution plan for eligible employees from Public Agency Retirement Services (PARS) to the ICMA Retirement Corporation governmental profit-sharing plan & trust and repealing Resolution No. R-2023-79.

RESOLUTION NO. R-2023-90

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA AUTHORIZING THE TRANSITION OF THE CITY'S DEFINED CONTRIBUTION PLAN FOR ELIGIBLE EMPLOYEES FROM PUBLIC AGENCY RETIREMENT SERVICES (PARS) TO THE ICMA RETIREMENT CORPORATION GOVERNMENTAL PROFIT-SHARING PLAN & TRUST AND REPEALING RESOLUTION NO. R-2023-79

A. Recitals

(i). WHEREAS, the City has employees rendering valuable services; and

(ii). WHEREAS, the City currently participates in the City of Placentia Public Agency Retirement System (PARS) Defined Contribution Plan, effective October 1, 2016; and

(iii). WHEREAS, the City has selected ICMA Retirement Corporation (d/b/a MissionSquare) as the new provider and wishes to terminate all services, administration, and investment contracts of Public Agency Retirement Services (PARS) as Trust Administrator, U.S. Bank, N.A. as Trustee, and John Hancock Retirement Services as Custodian/Record Keeper; and

(iv). WHEREAS, the City desires that its defined contribution retirement plan be administered by MissionSquare and that the funds held in such plan be invested in VantageTrust, a trust established by public employers for the collective investment of funds held under their retirement and deferred compensation plans:

B. Resolution

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PLACENTIA DOES HEREBY FIND, DETERMINE, AND RESOLVE AS FOLLOWS:

1. The City hereby restates and establishes a 401(a) defined contribution retirement plan (the “Plan”) in the form of The ICMA Retirement Corporation Governmental Profit-Sharing Plan & Trust, pursuant to the specific provisions of the Adoption Agreement; and

2. The Plan shall be maintained for the exclusive benefit of eligible employees and their beneficiaries; and

3. The City hereby adopts the Declaration of Trust of VantageTrust, intending this adoption to be operative with respect to any retirement or deferred compensation plan subsequently established by the City, if the assets of the plan are to be invested in VantageTrust; and

3. The City hereby agrees to serve as trustee under the Plan and to invest funds held under the Plan in VantageTrust; and

4. The City Administrator shall be the coordinator for the Plan; shall receive reports, notices, etc., from ICMA Retirement Corporation or VantageTrust; shall cast, on behalf of the City, any required votes under VantageTrust; may delegate any administrative duties

relating to the Plan to appropriate departments; and

5. The City hereby authorizes the City Administrator to execute all necessary agreements with ICMA Retirement Corporation incidental to the administration of the Plan; and

6. The City of Placentia PARS Defined Contribution Plan is hereby replaced with the City of Placentia 401(a) Defined Contribution Plan administered by MissionSquare effective January 31, 2024; and

7. The Council hereby authorizes the liquidation of Plan assets on or around January 29, 2024, and the transfer of assets to MissionSquare/VantageTrust, on or around January 31, 2024; and

8. Upon the complete and successful transfer of all assets to MissionSquare/VantageTrust, PARS is hereby removed as Trust Administrator, U.S. Bank, N.A. is hereby removed as Trustee, and John Hancock Retirement Services is hereby removed as Custodian/Record Keeper of the City of Placentia PARS 401(a) Defined Contribution Plan and any accounts and agreements associated with the Trust Administrator, Trustee, and Custodian/Recordkeeper shall be terminated.

APPROVED AND ADOPTED this 21ST day of November, 2023.

_____

ATTEST: Ward L. Smith, Mayor

_____

Robert S. McKinnell, City Clerk

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Robert S. McKinnell, City Clerk of the City of Placentia do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council held on the 21st day of November 2023 by the following vote:

AYES:	Councilmembers:
NOES:	Councilmembers:
ABSENT:	Councilmembers:
ABSTAIN:	Councilmembers:

_____
Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

_____
Christian L. Bettenhausen, City Attorney

Placentia City Council
AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DEPUTY CITY ADMINISTRATOR / PUBLIC SERVICES & INFRASTRUCTURE

DATE: NOVEMBER 21, 2023

SUBJECT: **APPROVAL OF FINAL TRACT MAP NO. 19251 FOR THE DEVELOPMENT OF AN APPROXIMATE 0.40 ACRE SITE WITH 12 RESIDENTIAL TOWNHOME CONDOMINIUM UNITS LOCATED ALONG THE WEST SIDE OF VAN BUREN STREET AT 503 AND 513 SOUTH VAN BUREN STREET**

FISCAL IMPACT: None

SUMMARY:

On January 10, 2023, the City Council approved Tentative Tract Map No. TTM 19251 for the development of an approximate 0.40 gross acre site with 12 residential townhome units located at 503 and 513 South Van Buren Street. This development includes two (2) three-story, multi-family buildings consisting of 12 for-sale residential town-home units and associated hardscape and landscaping improvements that will be utilized for a private internal street system, outdoor parking, and pedestrian walkways, including landscaping for the property perimeter and passive and non-passive open space areas.

RECOMMENDATION:

It is recommended that the City Council take the following actions:

1. Approve Final Tract Map No. 19251, subject to final review and approval by the County Surveyor; and

2. Accept the offers of easement dedication for emergency access, and accept the easement dedications for the Public Roadway and Utility improvements; and

3. Authorize the Mayor and City Clerk to execute a Subdivision Improvement Agreement, in a form approved by the City Attorney for public improvements associated with Tract Map 19251; and

4. Authorize the City Clerk to sign Final Tract Map No. 19251.

1.I.
Nov 21, 2023

STRATEGIC PLAN STATEMENT:

There is no specific strategic planning goal or objective associated with this agenda item.

DISCUSSION:

Placentia Municipal Code (PMC) Section 22.76.070 requires the Planning Commission to take action to recommend to the City Council conditional approval or denial of a proposed subdivision map. On December 13, 2022, the Planning Commission voted 5-0-1, to recommend approval of Tentative Tract Map No. TTM 19251. At the same meeting, the Commission reviewed and approved Development Plan Review (DPR) No. 2022-03 and Use Permit (UP) No. 2022-04 to permit the development of an approximately 0.40-gross acre lot for the construction of two (2), three-story, multi-family buildings consisting of 12 residential townhome units and associated hardscape and landscape improvements. On January 10, 2023, the City Council approved TTM 19251 as Phase II into the Hudson development that is currently in construction.

All conditions imposed upon the subject tract have been met pursuant to Section 66473.5 of the California Government Code, including the provisions for the design and improvements of the proposed subdivision. The proposed project is consistent with the City's General Plan and meets the minimum development standards of the PMC. The recommended actions will accept Final Tract Map No. 19251 and all the easement dedications for emergency access and the Public Roadway and Utility improvements, as shown and documented on the final map.

Prepared by:

Chris Tanio
Deputy Director of Public Works/City Engineer

Reviewed and approved:

Luis Estevez
Deputy City Administrator

Reviewed and approved:

Damien R. Arrula
City Administrator

Attachments:

1. Final Map
2. Subdivision Improvement Agreement

SHEET 1 OF 3 SHEETS
(ALL OF TENTATIVE
TRACT NO. 19251)
1 NUMBERED LOT
GROSS AREA: 17,467 SQ. FT.
NET AREA: 17,176 SQ. FT.

TRACT NO. 19251

IN THE CITY OF PLACENTIA, COUNTY OF ORANGE, STATE OF CALIFORNIA
BEING A SUBDIVISION OF PARCEL 2 PER LOT LINE ADJUSTMENT NO. 2022–02 (CORRECTED) RECORDED AUGUST 21, 2023 AS INSTRUMENT NO. 2023000203498 OF OFFICIAL RECORDS; TOGETHER WITH A PORTION OF LOT 37 OF HAZARD'S SUBDIVISION PER MAP OF RICHFIELD FILED IN BOOK 1, PAGE 26 OF RECORDS OF SURVEY IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

FOR CONDOMINIUM PURPOSES

DANE P. MCDOUGALL
L.S. 9297

C&V CONSULTING, INC.

DATES OF SURVEY:
AUGUST 2017, MAY 2021

ACCEPTED AND FILED
AT THE REQUEST OF
CHICAGO TITLE INSURANCE COMPANY

DATE _____

TIME _____ FEE $ _____

INSTRUMENT NO. _____

BOOK _____ PAGE _____

HUGH NGUYEN
COUNTY CLERK–RECORDER

BY _____
DEPUTY

OWNERSHIP CERTIFICATE

WE, THE UNDERSIGNED, BEING ALL PARTIES HAVING ANY RECORD TITLE INTEREST IN THE LAND COVERED BY THIS MAP, DO HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF SAID MAP, AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED TO THE CITY OF PLACENTIA AS AN EASEMENT FOR PUBLIC STREET AND PUBLIC UTILITY PURPOSES: VAN BUREN STREET

WE ALSO HEREBY DEDICATE TO THE CITY OF PLACENTIA:

1. AN INGRESS AND EGRESS EASEMENT FOR EMERGENCY AND PUBLIC SECURITY VEHICLE PURPOSES OVER LOT 1 AS SHOWN ON SAID MAP.

LS–PLACENTIA LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: LANDSEA HOMES OF CALIFORNIA, INC. A DELAWARE CORPORATION
ITS MEMBER

BY: _____
NAME: THUAN VO
TITLE: ASSISTANT SECRETARY
LANDSEA HOMES OF CALIFORNIA, INC.

NOTARY ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA }
COUNTY OF _____ } SS

ON _____ BEFORE ME, _____,

A NOTARY PUBLIC, PERSONALLY APPEARED _____

_____, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND:

SIGNATURE _____

NAME _____
(PRINTED NAME)

MY PRINCIPAL PLACE OF BUSINESS IS
IN _____ COUNTY
MY COMMISSION NO. _____
MY COMMISSION EXPIRES _____

SIGNATURE OMISSIONS

PURSUANT TO THE PROVISIONS OF SECTION 66436(a)(3)(C) OF THE SUBDIVISION MAP ACT, THE FOLLOWING SIGNATURE HAS BEEN OMITTED:

1. THE STERN REALTY COMPANY, HOLDERS OF RIGHTS TO ALL PETROLEUM, OIL, ASPHALTUM, GAS AND OTHER HYDROCARBONS IN, ON OR UNDER SAID LAND, WITH THE SOLE AND EXCLUSIVE RIGHT OF GRANTOR TO BORE, DRILL, DIG AND WORK IN, ON OR UPON SAID LAND AND SUBJECT TO THE PROVISIONS REGARDING DEVELOPMENT OF SAID SUBSTANCES AS RESERVED IN THE DEED RECORDED APRIL 28, 1925 IN BOOK 574, PAGE 341 OF DEEDS. NOTE: THE SURFACE AND THE TOP 500 FEET OF THE SUB–SURFACE WAS QUITCLAIMED BY DOCUMENT RECORDED NOVEMBER 18, 1927 AS INSTRUMENT NO. 37245 IN BOOK 96, PAGE 306, AND BY A DOCUMENT RECORDED JUNE 25, 1971 IN BOOK 9692, PAGE 470, AND BY DOCUMENT RECORDED OCTOBER 12, 2017 AS INSTRUMENT NO. 2017000434349, AND BY DOCUMENT RECORDED NOVEMBER 07, 2017 AS INSTRUMENT NO. 2017000472841, AND BY A DOCUMENT RECORDED FEBRUARY 16, 2021 AS INSTRUMENT NO. 2021000107813, ALL OF OFFICIAL RECORDS.

PURSUANT TO THE PROVISIONS OF SECTION 66436(a)(3)(A)(i–viii) OF THE SUBDIVISION MAP ACT, THE FOLLOWING SIGNATURES HAVE BEEN OMITTED:

1. SOUTHERN CALIFORNIA GAS COMPANY, HOLDER OF AN EASEMENT FOR INGRESS AND EGRESS TO ACCESS FACILITIES FOR THE TRANSPORTATION AND DISTRIBUTION OF NATURAL GAS AND RIGHTS INCIDENTAL THERETO RECORDED MAY 11, 2022 AS INSTRUMENT NO. 2022000176296, OF OFFICIAL RECORDS.
2. SOUTHERN CALIFORNIA EDISON COMPANY, HOLDER OF AN EASEMENT FOR UNDERGROUND ELECTRIC LINES AND RIGHTS INCIDENTAL THERETO RECORDED JUNE 8, 2022 AS INSTRUMENT NO. 2022000208316 OF OFFICIAL RECORDS. INDETERMINATE FROM RECORD.
3. PACIFIC BELL TELEPHONE COMPANY HOLDER OF EASEMENTS FOR UNDERGROUND COMMUNICATION FACILITY PURPOSES AND RIGHTS INCIDENTAL THERETO RECORDED JUNE 22, 2022 AS INSTRUMENT NO. 2022000223347, OF OFFICIAL RECORDS. .
4. THE CITY OF PLACENTIA, HOLDER OF AN EASEMENT FOR PUBLIC STREET PURPOSES, PER TRACT NO. 19104, M.M. 998/26–30.
5. HUDSON COMMUNITY ASSOCIATION, A CALIFORNIA NONPROFIT MUTUAL BENEFIT CORPORATION, HOLDER OF NONEXCLUSIVE EASEMENTS FOR VEHICULAR AND PEDESTRIAN ACCESS, INGRESS, EGRESS AND INCIDENTAL PURPOSES; AND NONEXCLUSIVE EASEMENTS FOR ACCESS, INGRESS AND EGRESS FOR MAINTENANCE, REPAIR AND REPLACEMENT OF THE PRIVATE STREET PER DOCUMENTS RECORDED AUGUST 18, 2022 AS INSTRUMENT NO. 2022000282073; NOVEMBER 29, 2022 AS INSTRUMENT NO. 2022000392242; DECEMBER 16, 2022 AS INSTRUMENT NO. 2022000411249, ALL OF OFFICIAL RECORDS.

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF LS–PLACENTIA LLC IN MAY 2021. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN SUCH POSITIONS WITHIN 90 DAYS AFTER ACCEPTANCE OF IMPROVEMENTS; AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

_____
DANE P. MCDOUGALL DATE
L.S. 9297

PROFESSIONAL LAND SURVEYOR
DANE P. MCDOUGALL
L.S. 9297
STATE OF CALIFORNIA

COUNTY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND HAVE FOUND THAT ALL MAPPING PROVISIONS OF THE SUBDIVISION MAP ACT HAVE BEEN COMPLIED WITH AND I AM SATISFIED SAID MAP IS TECHNICALLY CORRECT, RELATIVE TO THE TRACT MAP BOUNDARY.

DATED THIS _____ DAY OF _____, 2023.

KEVIN R. HILLS, COUNTY SURVEYOR L.S. 6617

_____
BY: LILY M. N. SANDBERG, DEPUTY COUNTY SURVEYOR
P.L.S. 8402

PROFESSIONAL LAND SURVEYOR
LILY M. N. SANDBERG
No. 8402
STATE OF CALIFORNIA

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND HAVE FOUND IT TO BE SUBSTANTIALLY IN CONFORMANCE WITH THE TENTATIVE MAP, IF REQUIRED, AS FILED WITH, AMENDED AND APPROVED BY THE CITY PLANNING COMMISSION; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND CITY SUBDIVISION REGULATIONS HAVE BEEN COMPLIED WITH.

DATED THIS _____ DAY OF _____, 2023.

_____
CHRISTOPHER TANIO, P.E. 82756
CITY ENGINEER, CITY OF PLACENTIA

CITY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND HAVE FOUND THAT IT CONFORMS WITH MAPPING PROVISIONS OF THE SUBDIVISION MAP ACT AND I AM SATISFIED SAID MAP IS TECHNICALLY CORRECT IN ALL RESPECTS NOT STATED TO BY THE COUNTY SURVEYOR.

DATED THIS _____ DAY OF _____, 2023.

_____
DENNIS W. JANDA P.LS. 6359
CITY SURVEYOR, CITY OF PLACENTIA

CITY CLERK'S CERTIFICATE

STATE OF CALIFORNIA }
COUNTY OF ORANGE } SS
CITY OF PLACENTIA }

I HEREBY CERTIFY THAT THIS MAP WAS PRESENTED FOR APPROVAL TO THE CITY COUNCIL OF THE CITY OF PLACENTIA AT A REGULAR MEETING THEREOF HELD ON THE _____ DAY OF _____, 2023 AND THAT THEREUPON SAID COUNCIL DID, BY AN ORDER DULY PASSED AND ENTERED, APPROVE SAID MAP, AND DID ACCEPT ON BEHALF OF THE PUBLIC, SUBJECT TO IMPROVEMENTS; THE DEDICATION FOR PUBLIC STREET AND PUBLIC UTILITY PURPOSES OF: VAN BUREN STREET.

AND DID ALSO ACCEPT ON BEHALF OF THE CITY OF PLACENTIA: THE EASEMENT FOR INGRESS AND EGRESS FOR EMERGENCY AND PUBLIC SECURITY VEHICLE PURPOSES OVER LOT 1, AS DEDICATED.

AND DID ALSO APPROVE SUBJECT MAP PURSUANT TO THE PROVISIONS OF SECTION 66436 (a)(3)(A) OF THE SUBDIVISION MAP ACT.

DATED THIS _____ DAY OF _____, 2023.

_____
ROBERT S. McKINNELL
CITY CLERK OF THE CITY OF PLACENTIA

COUNTY TREASURER–TAX COLLECTOR'S CERTIFICATE

STATE OF CALIFORNIA }
COUNTY OF ORANGE } SS

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF MY OFFICE, THERE ARE NO LIENS AGAINST THE LAND COVERED BY THIS MAP OR ANY PART THEREOF FOR UNPAID STATE, COUNTY, MUNICIPAL OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES NOT YET PAYABLE.

AND DO CERTIFY TO THE RECORDER OF ORANGE COUNTY THAT THE PROVISIONS OF THE SUBDIVISION MAP ACT HAVE BEEN COMPLIED WITH REGARDING DEPOSITS TO SECURE PAYMENT OF TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES ON THE LAND COVERED BY THIS MAP.

DATED THIS _____ DAY OF _____, 2023.

SHARI L. FREIDENRICH
COUNTY TREASURER–TAX COLLECTOR

BY: _____
TREASURER – TAX COLLECTOR

SHEET 2 OF 3 SHEETS
(ALL OF TENTATIVE
TRACT NO. 19251)
1 NUMBERED LOT
GROSS AREA: 17,467 SQ. FT.
NET AREA: 17,176 SQ. FT.

TRACT NO. 19251

IN THE CITY OF PLACENTIA, COUNTY OF ORANGE, STATE OF CALIFORNIA
FOR CONDOMINIUM PURPOSES

DANE P. MCDOUGALL
L.S. 9297

C&V CONSULTING, INC.

DATES OF SURVEY:
AUGUST 2017, MAY 2021

BASIS OF BEARINGS

THE BEARINGS SHOWN HEREON ARE BASED ON THE BEARING BETWEEN ORANGE COUNTY SURVEYOR'S HORIZONTAL CONTROL STATION GPS NO. 0478 AND GPS NO. 0477 BEING NORTH 85°31'16" WEST PER RECORDS ON FILE IN THE OFFICE OF THE ORANGE COUNTY SURVEYOR.

DATUM STATEMENT

COORDINATES SHOWN ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM (CCS83), ZONE VI, 1983 N.A.D. (2017.50 EPOCH OCS GPS ADJUSTMENT). ALL DISTANCES SHOWN ARE GROUND UNLESS OTHERWISE NOTED. TO OBTAIN GRID DISTANCE, MULTIPLY GROUND DISTANCE BY 0.99999091, (MEAN VALUE).

LEGEND

R1 – TRACT NO. 19104, MM 998/26–30.

R2 – LOT LINE ADJUSTMENT NO. 2022–02 (CORRECTED) RECORDED AUGUST 21, 2023 AS INST. NO. 2023000203498 OF OFFICIAL RECORDS.

R3 – R.S.B. 100/8–13.

ALL DISTANCES SHOWN ARE M&R PER R1 UNLESS NOTED OTHERWISE.

M&R – INDICATES MEASURED AND RECORD DATA PER R1.

MONUMENT NOTES

(1) OCS GPS POINT NO. 0477 N 2262935.42 E 6083265.20
FD PUNCHED BOLT & O.C.S. WASHER STAMPED "RCE 6978" DOWN 0.1' AT THE C/L INT. OF ORANGETHORPE AVENUE & RICHFIELD ROAD PER TRACT NO. 19104 M.M. 998/26–30.

(2) OCS GPS POINT NO. 0478 N 2263199.66 E 6079891.78
FD SPIKE & O.C.S. BRASS WASHER STAMPED "RCE 6978" DOWN 0.1', PER TRACT NO. 19104 M.M. 998/26–30.

(3) FD. GEAR S&W, ILLEG., PER R1, DN. 0.2' AT THE C/L INT. OF OAK & VAN BUREN STREETS.

(4) FD. S&W STAMPED "LS 7725" PER R1, FLUSH.

(5) FD. LT&T STAMPED "LS 7725" PER R1.

(6) FD. N&T "LS 7725" IN TOP OF WALL PER R1

(7) FD. GEAR S&W, ILLEG., PER R3, DN. 0.1' AT THE C/L INT. OF SIERRA VISTA AVENUE & VAN BUREN STREET.

● FOUND MONUMENT AS NOTED.

▲ FOUND O.C.S. GPS HORIZONTAL CONTROL STATION MONUMENT PER RECORDS ON FILE IN THE OFFICE OF THE ORANGE COUNTY SURVEYOR.

○ INDICATES 2" I.P. TAGGED "LS 9297", TO BE SET FLUSH; OR N&T "LS 9297" TO BE SET IN TOP OF WALL SECURED WITH EPOXY.

□ INDICATES 8" S&W STAMPED "LS 9297 MCDOUGALL" TO BE SET IN ASPHALT, FLUSH.

EASEMENT NOTES

[A] INDICATES AN INGRESS AND EGRESS EASEMENT FOR EMERGENCY AND PUBLIC SECURITY VEHICLE PURPOSES DEDICATED HEREON TO THE CITY OF PLACENTIA.

[B] INDICATES AN EASEMENT FOR PUBLIC STREET AND PUBLIC UTILITY PURPOSES DEDICATED HEREON TO THE CITY OF PLACENTIA.

[C] INDICATES AN EASEMENT FOR PUBLIC STREET PURPOSES DEDICATED TO THE CITY OF PLACENTIA PER R1.

– AN EASEMENT FOR INGRESS AND EGRESS TO ACCESS FACILITIES FOR THE TRANSPORTATION AND DISTRIBUTION OF NATURAL GAS AND RIGHTS INCIDENTAL THERETO IN FAVOR OF SOUTHERN CALIFORNIA GAS COMPANY RECORDED MAY 11, 2022 AS INSTRUMENT NO. 2022000176296, OF OFFICIAL RECORDS. (LOCATION IS INDETERMINATE FROM RECORD).

– AN EASEMENT FOR UNDERGROUND ELECTRIC LINES AND RIGHTS INCIDENTAL THERETO IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY, RECORDED JUNE 8, 2022 AS INSTRUMENT NO. 2022000208316 OF OFFICIAL RECORDS.
(LOCATION IS INDETERMINATE FROM RECORD).

– AN EASEMENT FOR UNDERGROUND COMMUNICATION FACILITY PURPOSES AND RIGHTS INCIDENTAL THERETO IN FAVOR OF PACIFIC BELL TELEPHONE COMPANY, RECORDED JUNE 22, 2022 AS INSTRUMENT NO. 2022000223347, OF OFFICIAL RECORDS.
(LOCATION IS INDETERMINATE FROM RECORD).

– A NONEXCLUSIVE EASEMENTS IN FAVOR OF HUDSON COMMUNITY ASSOCIATION, A CALIFORNIA NONPROFIT MUTUAL BENEFIT CORPORATION FOR VEHICULAR AND PEDESTRIAN ACCESS, INGRESS, EGRESS AND INCIDENTAL PURPOSES; AND NONEXCLUSIVE EASEMENTS FOR ACCESS, INGRESS AND EGRESS FOR MAINTENANCE, REPAIR AND REPLACEMENT OF THE PRIVATE STREET PER DOCUMENTS RECORDED AUGUST 18, 2022 AS INSTRUMENT NO. 2022000282073; NOVEMBER 29, 2022 AS INSTRUMENT NO. 20220003922422, ALL OF OFFICIAL RECORDS.
(LOCATION IS INDETERMINATE FROM RECORD).

– AN EASEMENT IN FAVOR OF LS–PLACENTIA LLC, A DELAWARE LIMITED LIABILITY COMPANY FOR ACCESS, INGRESS, EGRESS, ENCROACHMENT, SUPPORT, MAINTENANCE, DRAINAGE, REPAIR, AND FOR OTHER PURPOSES; NONEXCLUSIVE EASEMENTS OF ACCESS, INGRESS AND EGRESS OVER THE PROPERTY OF PURPOSES; NONEXCLUSIVE EASEMENT FOR THE INSTALLATION, MAINTENANCE AND REPAIR OF UTILITIES AND RELATED FACILITIES; EASEMENTS FOR BALCONY PURPOSES; NONEXCLUSIVE EASEMENT FOR INGRESS, EGRESS, ACCESS, ENCROACHMENT, SUPPORT, MAINTENANCE, REPAIRS, DRAINAGE, ENFORCEMENT AND ALL OTHER PURPOSES PER DOCUMENT RECORDED DECEMBER 16, 2022 AS INSTRUMENT NO. 2022000411249, OF OFFICIAL RECORDS. (LOCATION IS INDETERMINATE FROM RECORD).

SURVEYOR'S BOUNDARY NOTE

THERE ARE NO CONFLICTS WITH EXISTING VISIBLE IMPROVEMENTS AND THE EXTERIOR BOUNDARY LINE (DISTINCTIVE BORDER) OF THIS MAP AS ESTABLISHED HEREON.

SHEET 3 OF 3 SHEETS
(ALL OF TENTATIVE
TRACT NO. 19251)
1 NUMBERED LOT
GROSS AREA: 17,467 SQ. FT.
NET AREA: 17,176 SQ. FT.

TRACT NO. 19251

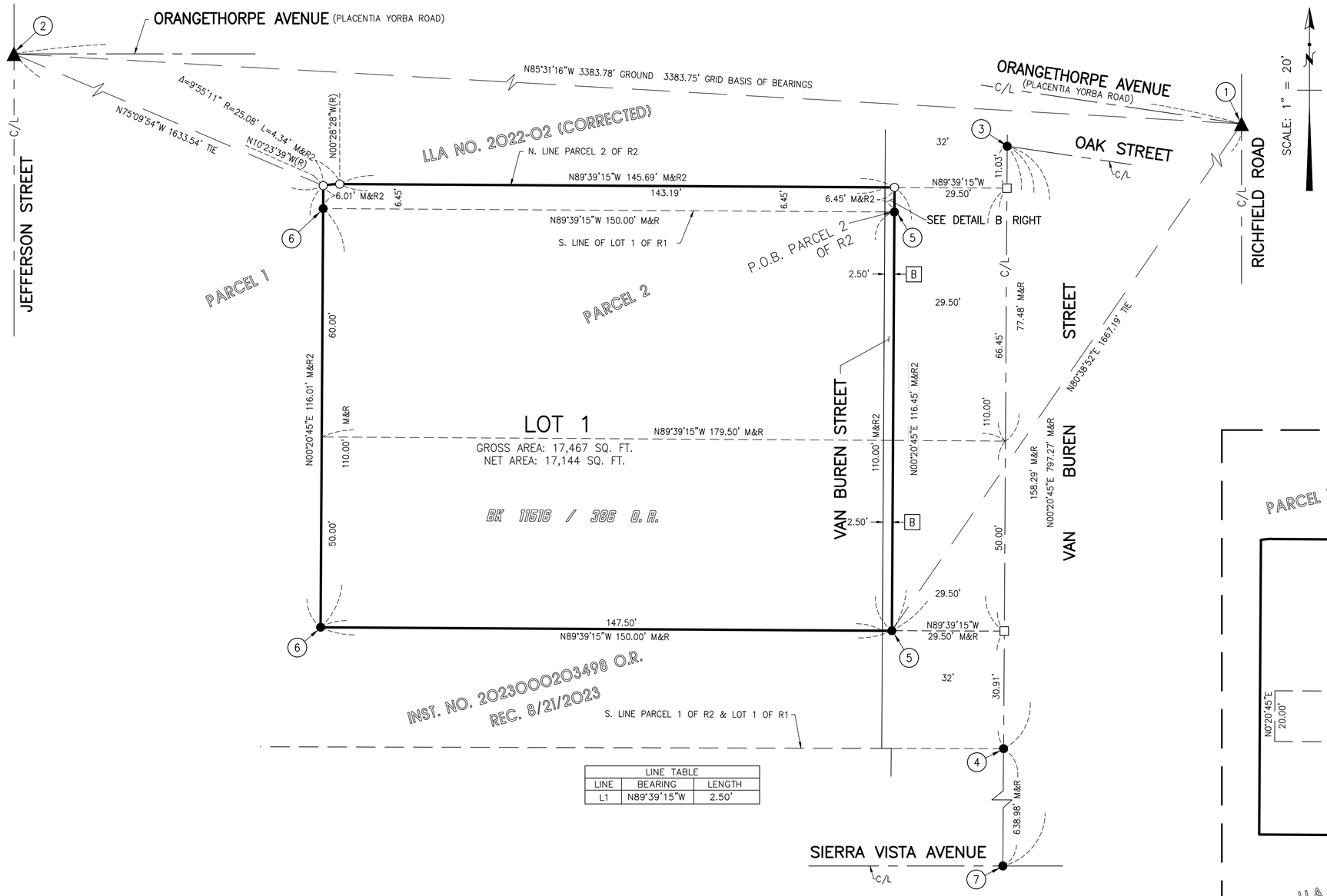
IN THE CITY OF PLACENTIA, COUNTY OF ORANGE, STATE OF CALIFORNIA
FOR CONDOMINIUM PURPOSES

DANE P. MCDOUGALL
L.S. 9297

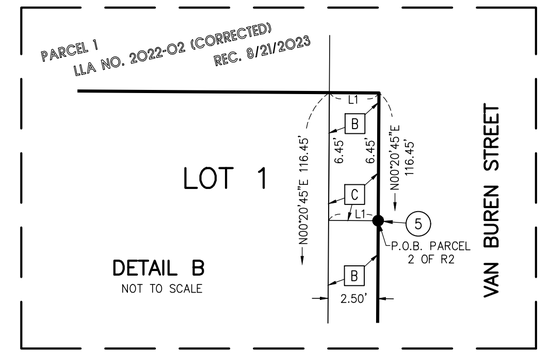
C&V CONSULTING, INC.

DATES OF SURVEY:
AUGUST 2017, MAY 2021

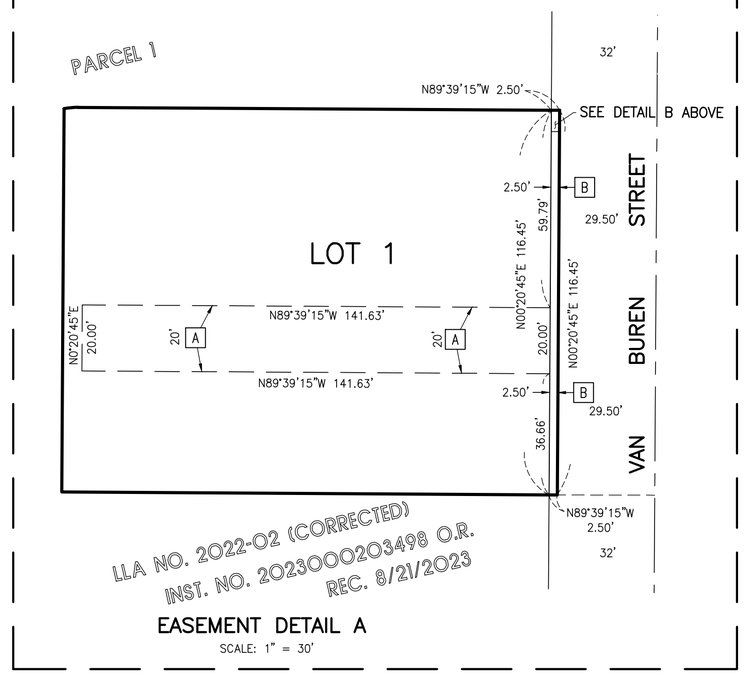
SEE SHEET 2 FOR BASIS OF BEARINGS, DATUM STATEMENT, LEGEND, MONUMENT NOTES, EASEMENT NOTES, AND SURVEYOR'S BOUNDARY NOTE.



LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°39'15"W	2.50'



DETAIL B
NOT TO SCALE



EASEMENT DETAIL A
SCALE: 1" = 30'

CITY OF PLACENTIA

SUBDIVISION IMPROVEMENT AGREEMENT

PUBLIC IMPROVEMENTS – TRACT MAP 19251

THIS SUBDIVISION IMPROVEMENT AGREEMENT ("Agreement") is made and entered into as of this November 21st 2023, by and between the CITY OF PLACENTIA, a Charter City and municipal corporation ("CITY"), and LS-Placentia LLC, a Delaware Limited Liability Company ("DEVELOPER"). In consideration of the approval and recordation by CITY of the final map of the subdivision described below and the mutual covenants and agreements contained herein, CITY and DEVELOPER agree as follows:

A. Recitals.

(i). CITY has previously approved a Tentative Tract Map for Tract No. 19251, in the City of Placentia, California.

(ii) DEVELOPER seeks approval and recordation of a final tract map concerning that certain real property more particularly described in Exhibit "A," attached hereto, pursuant to provisions of the California Subdivision Map Act (California Government Code § 66410, *et seq.*, and CITY ordinances and regulations relating to the filing, approval and recordation of subdivision maps. The Subdivision Map Act and CITY ordinances and regulations pertaining to the filing, approval and recordation of subdivision maps are collectively referred to in this Agreement as the "Subdivision Laws."

(iii) In consideration of the approval of a final tract map DEVELOPER desires to enter into this Agreement, whereby DEVELOPER covenants to install and complete, at DEVELOPER'S own expense, all public improvement work required by CITY in connection with the proposed subdivision ("Improvements").

(iv) Improvement plans for the construction, installation and completion of the Improvements have been prepared by DEVELOPER and approved by the City Engineer.

(v) All legal prerequisites to the making of this Agreement have occurred.

B. Agreement.

NOW, THEREFORE, in consideration of the approval and recordation of the Final Tract Map identified herein and other good and valuable consideration, receipt of which is hereby acknowledged, DEVELOPER and CITY agree as follows:

1. In consideration of CITY'S approval and filing of Tentative Subdivision Tract Map No. 19104 and Final Tract No. 19251, DEVELOPER undertakes and agrees that it will, at DEVELOPER'S sole cost and expense, make all the Improvements upon and in connection with said Tract in accordance with plans and specifications therefore on file with City ("Approved Plans"), incorporated herein and made a part hereof, and including all conditions of approval

required by the Planning Commission and City Council of CITY ("Conditions") in connection with the various steps leading to approval of said Tentative Tract No. 19251. DEVELOPER further undertakes and agrees upon the same consideration to comply with all ordinances and regulations of CITY, and to do all other and further acts required of it pursuant to this Agreement. DEVELOPER agrees in connection therewith to pay or cause to be paid all amounts becoming due to contractors, subcontractors, and persons renting equipment or furnishing labor or materials to the foregoing Final Tract with respect to such Improvements, or to DEVELOPER with respect thereto. DEVELOPER agrees that all such Improvements shall be constructed and completed in accordance with the Approved Plans, City standards as determined by the City Engineer and in accordance with any Conditions as hereinabove referred to, and in accordance with the remaining provisions of this Agreement. In case of any dispute, the good faith judgment of the City Engineer shall be final and binding upon the parties.

2. Subject to the provisions of § 28, below, DEVELOPER shall commence the construction and installation of the Improvements within 90 days from the approval of said map by CITY and shall complete said work within 365 days from the date of execution of this Agreement.

3. DEVELOPER shall acquire and dedicate, or pay the cost of acquisition by CITY, of all rights-of-way, easements and other interests in real property for construction or installation of the Improvements, free and clear of all liens and encumbrances. DEVELOPER'S obligations with regard to acquisition by CITY of off-site rights-of-way, easements and other interests in real property shall be subject to a separate agreement between DEVELOPER and CITY. DEVELOPER shall also be responsible for obtaining any public or private drainage easements or authorizations.

4. If any of the Improvements and/or land development work contemplated by this Agreement are to be constructed or installed on land not owned by DEVELOPER, no construction or installation shall be commenced prior to:

a. Receipt and conditional acceptance of the offer of dedication to CITY of appropriate rights-of-way, easements or other interest in real property, and appropriate authorization from the property owner to allow construction or installation of the Improvements or work, in form approved by CITY'S City Attorney; or

b. The dedication to, and acceptance by, CITY of appropriate rights-of-way, easements or other interests in real property, as determined by the City Engineer; or

c. The issuance by a court of competent jurisdiction pursuant to the Eminent Domain Law of the State of California of an order of possession. DEVELOPER shall comply in all respects with the order of possession. Nothing contained in this § 4 shall be construed as authorizing or granting an extension of time to DEVELOPER.

5. DEVELOPER shall at all times guarantee DEVELOPER'S performance of this Agreement by furnishing to CITY, and maintaining, good and sufficient security as required by the Subdivision Laws on forms approved by CITY for the purposes and in the amounts as follows:

a. To assure faithful performance of this Agreement in regard to said Improvements in an amount of 100% of the estimated cost of the Improvements;

b. To secure payment to any contractor, subcontractor, persons renting equipment, or furnishing labor and materials for the Improvements required to be constructed or installed pursuant to this Agreement in the additional amount of 100% of the estimated cost of the Improvements;

c. To guarantee or warranty the work done pursuant to this Agreement for a period of one (1) year following acceptance thereof by CITY against any defective work or labor done or defective materials furnished in the additional amount of 25% of the estimated cost of the Improvements; and

d. DEVELOPER shall also furnish to CITY good and sufficient security in the amount of 100% of the estimated cost of setting subdivision monuments.

6. The securities required by this Agreement shall be maintained in the Office of the City Clerk. The terms and provisions of the security documents referenced herein are incorporated into this Agreement by this reference. If any security is replaced by another approved security, the replacement shall be filed with the City Clerk and, upon filing, shall be deemed to have been made a part of and incorporated into this Agreement. Upon filing of a replacement security with the City Clerk, the former security may be released. The City Engineer shall approve replacement of security, in writing.

7. While no action of DEVELOPER shall be required in order for CITY to realize on its security under any security document, DEVELOPER agrees to cooperate with CITY to facilitate CITY'S realization under any security, and to take no action to prevent CITY from such realization under any such security. Notwithstanding the giving of any security or the subsequent expiration of any security or any failure by any surety or financial institution to perform its obligations with respect thereto, DEVELOPER shall be personally liable for performance under this Agreement and for payment of the cost of the labor and materials for the Improvements required to be constructed or installed hereby and shall, within ten (10) days after written demand therefore, deliver to City such substitute security as CITY shall require satisfying the requirements in this § 7.

8. DEVELOPER shall, at all times, maintain proper facilities and safe access for inspection of the Improvements by CITY and to the shops wherein any work is in preparation. Upon completion of the work, DEVELOPER may request a final inspection by the City Engineer. If the City Engineer determines that the work has been completed in accordance with the provisions of this Agreement, then the City Engineer shall certify the completion of the Improvements to the City Council. No Improvements shall be finally accepted unless all aspects of the work have been inspected and determined to have been completed in conformance with the Approved Plans, Conditions and CITY standards. DEVELOPER shall bear all costs of plan check, inspection and certification.

9. Subject to approval by the City Council of CITY, the securities required by this Agreement shall be released as follows:

a. Security for faithful performance of any act, obligation, work or agreement shall be released upon the final completion and acceptance of the act or work, subject to the provisions of subsection (b) hereof.

b. The City Engineer may authorize release of a portion of the security given for faithful performance of Improvements work as the improvement progresses upon application therefore by the DEVELOPER; provided; however, that no such release shall be for an amount less than 25% of the total improvement security given for faithful performance of the improvement work. In no event shall the City Engineer authorize a release of the improvement security, which would reduce such security to an amount below that required to guarantee the completion of the improvement work and any other obligation imposed by this Agreement.

c. Security to secure payment to the contractor, his or her subcontractors and to persons furnishing labor, materials or equipment shall, six (6) months after the completion and acceptance of the work, be reduced to an amount equal to the total claimed by all claimants for whom liens have been filed and of which notice has been given to the City Council of CITY, plus an amount reasonably determined by the City Engineer to be required to assure the performance of any other obligations secured by the security. The balance of the security shall be released upon the settlement of all claims and obligations for which the security was given.

d. No security given for the guarantee or warranty of work shall be released until the expiration of the warranty period and until any claims filed during the warranty period have been settled. As provided in § 5, the warranty period shall not commence until final acceptance of all the work and Improvements by the City Council.

e. CITY may retain from any security released an amount sufficient to cover costs and reasonable expenses and fees, including reasonable attorneys' fees.

10. DEVELOPER shall promptly replace, or cause to be replaced, or repair or have repaired, as the case may be, any public improvements, public utility facilities and surveying or subdivision monuments which are destroyed or damaged as a result of any work under this Agreement. DEVELOPER shall bear the entire cost of replacement or repairs of any and all public or public utility property damaged or destroyed by reason of any work done under this Agreement, whether such property is owned by the United States or any agency thereof, or the State of California, or any agency or political subdivision thereof, or by CITY or any public or private utility corporation or by any combination of such owners. Any repair or replacement shall be to the satisfaction, and subject to the approval, of the City Engineer.

11. DEVELOPER shall, at DEVELOPER'S sole cost and expense, obtain any and all necessary permits and licenses for the construction and installation of the Improvements, give all necessary notices and pay all fees and taxes required by law.

12. Default of DEVELOPER shall include, but not be limited to, DEVELOPER'S failure to timely commence construction pursuant to the provisions of this Agreement; DEVELOPER'S failure to timely complete construction of the Improvements; DEVELOPER'S failure to timely cure any defect in the Improvements; DEVELOPER'S failure to perform substantial construction work for a period of twenty (20) days after commencement of the work; DEVELOPER'S insolvency, appointment of a receiver, or the filing of any petition in bankruptcy, either voluntary or involuntary, which DEVELOPER fails to discharge within thirty (30) days after the filing thereof; the commencement of a foreclosure action against the SUBDIVISION or a portion thereof, or any conveyance in lieu or in avoidance of foreclosure; or DEVELOPER'S failure to perform any other obligation under this Agreement.

13. CITY reserves to itself all remedies available to it at law or in equity for breach of DEVELOPER'S obligations under this Agreement. CITY shall have the right, subject to this section, to draw upon or utilize the appropriate security to mitigate CITY damages in event of default by DEVELOPER. The right of CITY to draw upon or utilize such security is in addition to and not in lieu of any other remedy available to CITY. It is specifically understood by DEVELOPER that the estimated costs and security amounts may not reflect the actual cost of construction or installation of the Improvements and, therefore, CITY'S damages due to DEVELOPER'S default shall be measured by the actual cost of completing the required Improvements. The sums provided by the improvement security may be used by CITY for the completion of the Improvements in accordance with the improvement plans and specifications contained herein.

14. In the event DEVELOPER defaults under this Agreement, DEVELOPER authorizes CITY to perform such obligation twenty (20) days after mailing written notice of default to DEVELOPER and to DEVELOPER'S Surety, and agrees to pay the entire cost of such performance by CITY.

15. CITY may take over the work and prosecute the same to completion, by contract or by any other method CITY deems advisable, for the account and at the expense of DEVELOPER, and DEVELOPER'S surety shall be liable to CITY for any excess cost or damages occasioned CITY thereby. In such event, CITY, without liability for so doing, may take possession of, and utilize in completing the work, such materials, appliances, plant and other property belonging to DEVELOPER as may be on the site of the Improvements and necessary for performance of the work.

16. Failure of DEVELOPER to comply with the terms of this Agreement shall constitute consent to the filing by CITY of a notice of violation against all the lots in the property contained within the area of the Final Map or to rescind the approval or otherwise revert said property to acreage. The remedy provided by this § 16 is in addition to and not in lieu of other remedies available to CITY. DEVELOPER agrees that the choice of remedy or remedies for DEVELOPER'S breach shall be within the discretion of CITY.

17. In the event DEVELOPER fails to perform any obligation hereunder, DEVELOPER agrees to pay all costs and expenses incurred by CITY in securing performance of such obligations, including costs of suit and reasonable attorneys' fees.

18. The failure of CITY to take enforcement action with respect to a default, or to declare a breach, shall not be construed as a waiver of that default or breach or subsequent default or breach of DEVELOPER.

19. DEVELOPER understands and agrees that by approval of the Final Map, CITY has conferred substantial rights upon DEVELOPER, including the right to sell, lease, or finance lots within the property covered by the Final Map, and has taken the final act necessary to subdivide said property. As a result, CITY will be damaged to the extent of the cost of installation of the Improvements by DEVELOPER'S failure to perform its obligations under this Agreement, including, but not limited to, DEVELOPER'S obligation to complete construction of the Improvements by the time established in this Agreement. CITY shall be entitled to all remedies available to it pursuant to this Agreement and the Subdivision Laws in the event of a default by DEVELOPER. DEVELOPER understands and agrees that the determination of whether a reversion to acreage or rescission of the said property constitutes an adequate remedy for default by the DEVELOPER shall be within the sole discretion of CITY.

20. DEVELOPER hereby warrants and guarantees all work hereunder against any defective work or labor done, or defective materials furnished in the performance of this Agreement, including the maintenance of all landscaping within the Property in a vigorous and thriving condition reasonably acceptable to CITY, for a period of one (1) year following completion of the work and acceptance by CITY ("Warranty Period"). During the Warranty Period, DEVELOPER shall repair, replace, or reconstruct any defective or otherwise unsatisfactory portion of the Improvements, in accordance with the then-current ordinances, resolutions, regulations, codes, standards, or other requirements of CITY, and to the approval of the City Engineer. All repairs, replacements, or reconstruction during the Warranty Period shall be at the sole cost, expense, and liability of DEVELOPER and its surety. As to any Improvements which have been repaired, replaced, or reconstructed during the Warranty Period, DEVELOPER and its surety hereby agree to extend the Warranty Period for an additional one (1) year period following CITY'S acceptance of the repaired, replaced, or reconstructed improvement(s). Nothing herein contained shall relieve DEVELOPER from any other liability it may have under federal, state, or local law to repair, replace, or reconstruct any such improvement following expiration of the Warranty Period or any extension thereof. DEVELOPER'S warranty obligation under this section shall survive the expiration or termination of this Agreement.

21. Neither DEVELOPER nor any of DEVELOPER'S agents or contractors are or shall be considered to be agents of CITY in connection with the performance of DEVELOPER'S obligations under this Agreement.

22. Until such time as the Improvements are accepted by CITY, DEVELOPER shall be responsible for and bear the risk of loss to any of the Improvements constructed or installed hereunder. Until such time as all Improvements required by this Agreement are fully completed and accepted by CITY, DEVELOPER will be responsible for the care, maintenance of, and any

damage to such Improvements. CITY shall not, nor shall any officer or employee thereof, be liable or responsible for any accident, loss or damage, regardless of cause, happening or occurring to the work or Improvements specified in this Agreement prior to the completion and acceptance of the work or Improvements. All such risks shall be the responsibility of and are hereby assumed by DEVELOPER.

23. Nothing contained herein shall preclude CITY from expending monies pursuant to agreements concurrently or previously executed between the parties, or from entering into agreements with other persons for the apportionment of costs of water and sewer mains, or other Improvements, pursuant to the provisions of CITY ordinances providing therefore, nor shall anything in this Agreement commit CITY to any such apportionment.

24. Until final acceptance of the Improvements, DEVELOPER shall give good and adequate warning to the public of each and every dangerous condition existing in, about or around said Improvements, and will take all reasonable actions to protect the public from any such dangerous condition.

25. Upon acceptance of the work by CITY and recordation of a Notice of Completion, ownership of the Improvements constructed pursuant to this Agreement shall vest in CITY.

26. DEVELOPER shall defend, indemnify, and hold harmless CITY, and its elected and appointed officials, officers, employees, and agents from any and all actual or alleged claims, demands, causes of action, liability, loss, damage, or injury, to property or persons, including wrongful death, whether imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct of DEVELOPER, its personnel, employees, agents, or contractors in connection with or arising out of construction or maintenance of the Improvements, or performance of this Agreement. This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and the reimbursement of CITY, and its elected and appointed officials, officers, employees, and/or agents for all legal expenses and costs incurred by each of them. This indemnification excludes only such portion of any claim, demand, cause of action, liability, loss, damage, penalty, fine, or injury, to property or persons, including wrongful death, which is caused solely and exclusively by the gross negligence or willful misconduct of CITY as determined by a court or administrative body of competent jurisdiction. DEVELOPER'S obligation to indemnify hereunder shall survive the expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by CITY, its elected and appointed officials, officers, employees, or agents.

27. Time is of the essence of this Agreement.

28. DEVELOPER shall commence substantial construction of the Improvements required by this Agreement as specified in § 2, above. In the event good cause exists, as determined by the City Administrator or his or her designee, the time for commencement of construction or completion of the Improvements hereunder may be extended. The request for extension shall be made in writing to the City Administrator. Any approval of the extension shall be in writing,

executed by the City Administrator. Any such extension may be granted without notice to DEVELOPER'S surety and shall not affect the validity of this Agreement or release the surety or sureties on any security given for this Agreement. The City Administrator shall be the sole and final judge as to whether or not good cause has been shown to entitle DEVELOPER to an extension. Delay, other than delay in the commencement of work, or by strikes, boycotts, similar actions by employees or labor organizations, which prevent the conducting of work, and which were not caused by or contributed to by DEVELOPER, shall constitute good cause for an extension of the time for completion. As a condition of such extension, the City Administrator may require DEVELOPER to furnish new security guaranteeing performance of this Agreement as extended in an increased amount as necessary to compensate for any increase in construction costs as determined by the City Engineer.

29. Performance by DEVELOPER of this Agreement shall not be construed to vest DEVELOPER'S rights with respect to any change in any zoning or building law or ordinance.

30. If DEVELOPER fails to construct and install all or any part of the Improvements within the time required by this Agreement, or if DEVELOPER fails to comply with any other obligation contained herein, DEVELOPER and its surety shall be jointly and severally liable to CITY for all administrative expenses, fees, and costs, including reasonable attorneys' fees and costs, incurred in obtaining compliance with this Agreement or in prosecuting any legal action or for any other remedies permitted by law.

31. All notices required or permitted under this Agreement shall be in writing and delivered in person or sent by mail, postage prepared, and addressed as follows:

To CITY:	City of Placentia 401 E. Chapman Ave. Placentia, California 92870-6101 Attention: City Administrator
With a copy to:	Christian Bettenhausen City Attorney City of Placentia 3777 N. Harbor Blvd Fullerton, CA 92835 Email clb@jones-mayer.com
To DEVELOPER:	LS-Placentia Attention: Thuan Vo 7525 Irvine Center Drive, Suite 200 Irvine, CA 92618

Any such notice, by mail, shall be deemed to have been received by the addressee forty-eight (48) hours after deposit thereof in the United States mail, postage prepaid and properly addressed as set forth above.

32. In the event that suit or arbitration is brought to enforce the terms of this Agreement, the prevailing party shall be entitled to litigation costs and reasonable attorneys' fees.

33. This Agreement constitutes the entire agreement of the parties with respect to the subject matter. All modifications, amendments, or waivers of the terms of this Agreement must be in writing and signed by the appropriate representatives of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first set forth above:

Dated: 11/14/2023

The LS–Placentia LLC.

By: _____
Name: THUAN VO
Title: ASSISTANT SECRETARY

By: _____
Name: DAVID J. MELLO, JR.
Title: VICE PRESIDENT

CITY OF PLACENTIA,
A Charter City and municipal corporation

_____
Ward Smith, Mayor

ATTEST:

_____
Robert S. McKinnell, City Clerk

Approved as to form:

_____
Christian Bettenhausen,
City Attorney

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF PLACENTIA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

ALL THAT PORTION OF THE NORTH HALF OF LOT THIRTY-SEVEN OF HAZARD'S SUBDIVISION, IN THE CITY OF PLACENTIA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP OF RICHFIELD FILED IN BOOK 1, PAGE 26, OF RECORD OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF ORANGE COUNTY, CALIFORNIA, LYING SOUTHERLY OF THE STRIP OF LAND 100 FEET
WIDE, BEING THE RIGHT OF WAY OF THE SOUTHERN CALIFORNIA RAILWAY AS SHOWN ON SAID MAP
AND CONVEYED TO SAID RAILWAY COMPANY BY DEED RECORDED AUGUST 12, 1893 IN BOOK 81,
PAGE 346, OF DEEDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTER LINE OF VAN BUREN STREET, NORTH 89° 28' EAST 29.50 FEET
FROM THE SOUTHEAST CORNER OF SAID LOT THIRTY SEVEN;
THENCE NORTH 0° 32' WEST, ALONG THE CENTER LINE OF VAN BUREN STREET, 719.83 FEET TO A POINT, SAID POINT BEING DISTANT SOUTH 0° 32' EAST 77.48 FEET FROM THE INTERSECTION OF THE
CENTER LINES OF VAN BUREN STREET AND OAK STREET, AS SHOWN ON THE MAP OF TRACT NO. 144,
RECORDED IN BOOK 12, PAGE 3, OF MISCELLANEOUS MAPS, RECORDS OF SAID ORANGE COUNTY, CALIFORNIA;
THENCE SOUTH 89° 28' WEST 29.50 FEET TO A POINT IN THE WEST LINE OF SAID VAN BUREN STREET,
THE TRUE POINT OF BEGINNING;
THENCE CONTINUING SOUTH 89° 28' WEST 150.00 FEET TO A POINT;
THENCE SOUTH 0° 32' EAST 50.00 FEET TO A POINT;
THENCE NORTH 89° 28' EAST 150.00 FEET TO A POINT IN THE WEST LINE OF VAN BUREN STREET, SAID POINT BEING SOUTH 0° 32" EAST 338.03 FEET FROM THE SOUTHERLY RIGHT OF WAY LINE OF THE ABOVE MENTIONED SOUTHERN CALIFORNIA RAILWAY;
THENCE NORTH 0° 32' WEST ALONG THE WEST LINE OF SAID VAN BUREN STREET, 50.00 FEET, MORE
OR LESS, TO THE TRUE POINT OF BEGINNING.

EXCEPTING ALL OIL, PETROLEUM, GAS AND OTHER HYDROCARBON SUBSTANCES IN, UNDER OR RECOVERABLE FROM SAID LAND AS RESERVED IN DEED RECORDED SEPTEMBER 19, 1975 IN BOOK
11516, PAGE 386, OF OFFICIAL RECORDS.

APN: 346-164-24

PARCEL 2:

PARCEL 2 AS SHOWN ON LOT LINE ADJUSTMENT NO. 2022-02 (CORRECTED) RECORDED AUGUST 21,
2023 AS INSTRUMENT NO. 2023000 203498, OF OFFICIAL RECORDS, COUNTY OF ORANGE, STATE OF

CALIFORNIA. ALSO DESCRIBED IN THE DOCUMENT AS FOLLOWS:

ALL THAT PORTION OF THE NORTH ONE-HALF OF LOT 37 OF HAZARDS SUB-DIVISION, IN THE CITY OF
PLACENTIA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP OF RICHFIELD FILED IN BOOK
1, PAGE 26 OF LICENSED SURVEYOR'S MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA, LYING SOUTHERLY OF THE STRIP OF LAND 100 FEET WIDE, BEING THE RIGHT OF WAY OF THE SOUTHERN
CALIFORNIA RAILWAY AS SHOWN ON SAID MAP, AND CONVEYED TO SAID RAILWAY COMPANY BY
DEED RECORDED AUGUST 12TH, 1893 IN BOOK 81, PAGE 346 OF DEEDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTER LINE OF VAN BUREN STREET, NORTH 89 DEGREES 28' EAST,
29,50 FEET FROM THE SOUTHEAST CORNER OF SAID LOT 37; THENCE NORTH 0 DEGREES 32' WEST, ALONG THE CENTER LINE OF VAN BUREN STREET 779.83 FEET TO A POINT, SAID POINT BEING DISTANT SOUTH 0 DEGREES 32' EAST, 17.48 FEET FROM THE INTERSECTION OF THE CENTER LINES OF VAN BUREN STREET AND OAK STREET AS RECORDED IN TRACT NO. 144, MISCELLANEOUS MAPS,
BOOK 12, PAGE 3, RECORDS OF ORANGE COUNTY, CALIFORNIA; THENCE SOUTH 89 DEGREES 28' WEST, 29.50 FEET TO A POINT IN THE WEST LINE OF SAID VAN BUREN STREET, THE TRUE POINT OF
BEGINNING; THENCE CONTINUING SOUTH 89 DEGREES 28' WEST, 150.00 FEET TO A POINT; THENCE SOUTH 0 DEGREES 32' EAST, 60.00 FEET TO A POINT; THENCE NORTH 89 DEGREES 28' EAST, 150.00 FEET TO A POINT IN THE WEST LINE OF VAN BUREN STREET, SAID POINT BEING SOUTH 0 DEGREES
32' EAST, 288.03 FEET FROM THE SOUTHERLY RIGHT OF WAY LINE OF THE ABOVE MENTIONED SOUTHERN CALIFORNIA RAILWAY; THENCE NORTH 0 DEGREES 32' WEST, ALONG THE WEST LINE OF
SAID VAN BUREN STREET, 60.00 FEET, MORE OR LESS TO THE POINT OF BEGINNING.

EXCEPTING ALL OIL, PETROLEUM, GAS AND OTHER HYDROCARBON IN, UNDER OR RECOVERABLE
FROM SAID LAND NOT NOW RESERVED.

TOGETHER WITH THAT PORTION OF LOT 1 PER
TRACT NO. 19104 FILED IN BOOK 998, PAGES 26
THROUGH 30, INCLUSIVE, OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF
SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN A GRANT DEED TO LANDSEA HOMES OF CALIFORNIA, A DELAWARE CORPORATION, RECORDED SEPTEMBER 9, 2022 AS INSTRUMENT NO. 2022000302913 OF OFFICIAL RECORDS OF SAID COUNTY.

THENCE ALONG THE NORTH LINE OF SAID INSTRUMENT NO. 2022000302913 OF OFFICIAL RECORDS,
NORTH 89d39'15" WEST A DISTANCE OF 150.00 FEET TO THE NORTHWEST CORNER THEREOF;

THENCE ALONG THE NORTHERLY PROLONGATION OF THE WEST LINE OF SAID INSTRUMENT NO.
2022000302913 OF OFFICIAL RECORDS, NORTH 0 20'45" EAST A DISTANCE OF 6.01 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 25.08 FEET, A RADIAL LINE

OF SAID CURVE FROM SAID POINT BEARS SOUTH 10° 23'39" EAST;

THENCE EASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 4.34 FEET THROUGH A CENTRAL ANGLE OF 9° 55'11" TO A POINT ON A LINE 6.45 FEET NORTHERLY OF AND PARALLEL TO SAID NORTH LINE;
THENCE ALONG SAID PARALLEL LINE SOUTH 89° 39'15" EAST A DISTANCE OF 145.69 FEET TO A POINT ON THE WEST LINE OF VAN BUREN STREET, (29.5 FEET HALF WIDTH), AS SHOWN ON SAID TRACT NO. 19104:

THENCE ALONG SAID WEST LINE SOUTH 0° 20'45" WEST A DISTANCE OF 6.45 FEET TO THE POINT OF BEGINNING.

APN: 346-164-23 AND A PORTION OF APN: 346-164-22

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange)

On November 14, 2023 before me, Terri L. Piligian, Notary Public
(insert name and title of the officer)

personally appeared Thuan Vo,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

TERRI L. PILIGIAN
Notary Public - California
Orange County
Commission # 2437606
My Comm. Expires Feb 9, 2027

Signature Terri L. Piligian (Seal)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange)

On November 14, 2023 before me, Terri L. Piligian, Notary Public
(insert name and title of the officer)

personally appeared David J. Mello, Jr.,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

TERRI L. PILIGIAN
Notary Public - California
Orange County
Commission # 2437606
My Comm. Expires Feb 9, 2027

Signature Terri L. Piligian (Seal)

Placentia City Council

AGENDA REPORT

SECOND READING AND ADOPTION

Ord No. O-2023-04 Date: 11/21/2023 Item No. 1.m.

First Reading and Approval: 11/7/2023

Reviewed and Approved:

Department Head _____

Deputy City Clerk _____

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF DEVELOPMENT SERVICES

DATE: NOVEMBER 7, 2023

SUBJECT: **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA AMENDING SECTION 13.48.160 (TITLE 13 – VEHICLES & TRAFFIC) AND ADDING CHAPTERS 8.10 – SIDEWALK VENDING (HEALTH & SANITATION) AND 13.50 – SALES OF GOODS FROM VEHICLES (VEHICLES & TRAFFIC), TO ESTABLISH A REGULATORY FRAMEWORK FOR THE SALES OF FOOD AND MERCHANDISE FROM SIDEWALK VENDORS AND FOOD TRUCKS**

FISCAL IMPACT: NONE

SUMMARY:

Due to the enactment of Senate Bill ("SB") 946 and 972 a few years ago concerning sidewalk vendors, the City is compelled to enact an ordinance which updates the Placentia Municipal Code ("PMC") so that it is consistent with state law. It should be noted that state law has greatly restricted what cities can regulate with regard to sidewalk vendors. This ordinance also updates the PMC with regard to food trucks since there are presently no comprehensive regulations for vendors who sell food from vehicles, other than obtaining a business license. Unlike sidewalk vendor regulations, there are no state laws which similarly restrict the cities' ability to regulate food trucks, which have become extremely popular and widespread throughout the County and State in recent years. PMC Section 13.48.160 (Vendors' wagons and pushcarts) is being amended since it will be replaced by the more comprehensive regulations contained in newly enacted Chapters 8.10 and 13.50.

RECOMMENDATION:

It is recommended that the City Council take the following actions:

1. Open the public hearing concerning Ordinance No. O-2023-04; and
2. Receive the Staff report, consider all Public Testimony, ask any questions of Staff, and
3. Close the public hearing; and
4. Find that adoption of Ordinance No. O-2023-04 is exempt from environmental review and direct Staff to file a Notice of Exemption once the Ordinance is adopted, pursuant to CEQA Section 15061(b)(3); and

1.m.
Nov 21, 2023

5. Waive full reading, by title only, and introduce for first reading, Ordinance No. O-2023-04, an Ordinance of the City Council of the City of Placentia, California, finding that approval of the Ordinance is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Section 15061(b)(3) and amending the Placentia Municipal Code, Section 13.48.160 (Title 13 – Vehicles & Traffic) and adding Chapters 8.10 – Sidewalk Vending (Health & Sanitation) and 13.50 – Sales of Goods from Vehicles (Vehicles & Traffic), to establish a regulatory framework for the sales of food and merchandise from sidewalk vendors and food trucks.

STRATEGIC PLAN STATEMENT:

This item is consistent with the City Council approved 5-Year Strategic Goal to:

Promote Community and Economic Development, Goal 3, as this item will serve to enhance Community Development and Economic Development efforts in general as it will provide options for outdoor vending operations. It will also result in the regulation of outdoor vending and food truck operations, which will promote said operations in an orderly and safe manner that benefits the entire community.

DISCUSSION/BACKGROUND:

This ordinance adds two new chapters to the Placentia Municipal Code. Chapter 8.10 adds a regulatory framework for sidewalk vendors and Chapter 13.50 adds a parallel regulatory scheme for mobile food vendors (food trucks). Both new chapters are aligned with one another, to some extent, but the state has imposed many more limitations on what cities can regulate with regard to sidewalk vendors, which explains why the regulations pertaining to food trucks are much stricter and more broad (e.g. food trucks are prohibited in the residential neighborhoods and parks and are limited to selling food only between 8 a.m. and 6 p.m., while sidewalk vendors are restricted from selling in commercial areas from midnight to 7 a.m. and from 10 p.m. to 7 a.m. in residential neighborhoods). In addition, while sidewalk vendors can only be issued administrative citations, food truck vendors can be cited, fined, or prosecuted.

The City's proposed regulations are comparable to neighboring cities. Staff reviewed ordinances of a number of cities, including: Dana Point, Fullerton, Brea, Pasadena, Huntington Beach, Garden Grove, Costa Mesa, Buena Park, Laguna Beach, Fountain Valley, Seal Beach, Los Alamitos, Stanton, Irvine, Westminster and Santa Ana.

Sidewalk Vendor Regulations – Chapter 8.10

Senate Bill ("SB") 946 and SB 972 were both signed into law and became effective January 1, 2019, and January 1, 2023, respectively. Both SB 946 and 972 (codified as California Government Code Section 51038 and 51039) have severely limited the authority of cities and counties to regulate sidewalk vendors.

This ordinance will update the City of Placentia Municipal Code to allow sidewalk vending, consistent with SB 946 and SB 972. The new law defines "sidewalk vendors" to include any person

who sells food or merchandise from a pushcart, wagon, or other non-motorized conveyance, or from his or her person, while on a public sidewalk or other pedestrian path. A sidewalk vendor may be "stationary" or "roaming." Stationary sidewalk vendors are those who operate from a fixed location, while roaming sidewalk vendors move from place to place and stop only to complete a transaction. The statutory requirements apply to both stationary and roaming sidewalk vendors unless otherwise indicated.

California Government Code §§ 51038 and 51039 now prohibit cities from adopting regulations that do any of the following:

- Restrict the overall number of sidewalk vendors allowed to operate within the jurisdiction, except if directly related to objective health, safety, or welfare concerns.
- Require sidewalk vendors to obtain the consent or approval of any nongovernmental entity or individual before selling goods or merchandise.
- Require sidewalk vendors to operate within specific parts of the public right-of-way, except if directly related to objective health, safety, or welfare concerns.
- Require sidewalk vendors to operate only in designated neighborhoods or areas, except if directly related to objective health, safety, or welfare concerns.

The City of Placentia may, however, regulate the time, place, and manner in which sidewalk vending is conducted, provided that such regulations are directly related to objective health, safety, or welfare concerns. Permissible regulations include, but are not limited to, the following:

- Limits on hours of operation, provided they are not unduly restrictive. In nonresidential areas, limitations cannot be more restrictive than the hours of operation imposed on other businesses on the same street.
- Requirements to maintain sanitary conditions.
- Requirements to ensure compliance with the Americans with Disabilities Act and other disability access standards.
- Requiring a sidewalk vending permit, business license, California Department of Tax and Fee Administration seller's permit, and/other licenses from other state or local agencies.
- Requiring a sidewalk vendor to submit certain information on his or her application concerning operations.
- Prohibiting sidewalk vendors on private property.
- Requiring compliance with other generally applicable laws.

The newly enacted laws declare that perceived community animus or economic competition are not valid "objective health, safety, or welfare concerns" to justify the imposition of time, place, or manner restrictions. In addition, local authorities are precluded from prohibiting sidewalk vendors in public parks. A limited exception is allowed where a concessionaire has been granted an exclusive concession for the sale of food or merchandise. In such case, the city can only prohibit stationary sidewalk vendors but must still allow roaming sidewalk vendors. The city may impose additional time, place, and manner restrictions to sidewalk vending in public parks, so long as the restrictions meet at least one of the following criteria:

- They are directly related to health, safety, or welfare concerns.

- They are necessary to ensure the public's use and enjoyment of the park's natural resources and recreational opportunities.
- They are necessary to prevent an undue concentration of commercial activity that would unreasonably interfere with the park's scenic and natural character.

Cities may prohibit sidewalk vendors within the immediate vicinity of permitted special events, including, but not limited to, certified farmers' markets, filming permit, a parade, or an outdoor concert, during those events' operating hours. Sidewalk vendors cannot be cited, fined, or prosecuted for a violation of any rule or regulation that is inconsistent with the Government Code. Even where a compliant sidewalk vending program is in place, cities are precluded from imposing criminal penalties. Instead, violations may be punished with administrative citations in the amounts set forth in the new Government Code Section 51039. No additional fines, penalties, or other financial conditions may be assessed, including for a failure to pay an administrative fine. However, following a fourth violation of a local sidewalk vending regulation, a vendor's permit can be rescinded for the remainder of the term.

Once a citation is issued, the City is required to consider the person's ability to pay the fine and must notify the person of his or her right to request an ability-to-pay determination. Such a request may be made even after he or she has become delinquent or if his/her income is 125% or less of the current federal poverty guidelines, the City must accept payment of 20% as full satisfaction of the fine. For any citation, the local authority may accept community service in lieu of payment, waive the administrative fine, or offer an alternative disposition.

After SB 946 was enacted and local jurisdictions began revising their ordinances, it became clear that sidewalk vendors were still unable to get their businesses off the ground because of county health permit requirements, which were viewed as an impediment to the sidewalk vendor law. In addition, because the health permit from the county was a prerequisite to obtaining a city business license, many, if not all, sidewalk vendors were still not permitted to operate in cities. As a result, SB 972 was enacted to significantly alter the California Retail Food Code ("CalCode") relevant to the preparation and sale of food by sidewalk vendors and other compact mobile food operations ("CMFOs).

Chapter 8.10 reflects the new equipment, operational, and permitting requirements found in SB 972 to accommodate microbusinesses more realistically like sidewalk food vendors and bring entrepreneurs like sidewalk vendors into the formal economy. Some view these changes as "reduced" or "relaxed" health and sanitary requirements for sidewalk vendors. The law revises certain equipment requirements for CMFOs, streamlines permitting processes for CMFOs and the facilities that support them. Therefore, not only are cities impacted by the new sidewalk vendor laws, but also Health enforcement agencies (i.e., the Orange County Health Department) must similarly adopt/revise certain regulations that are consistent with the new state rules related to food facilities operating within their jurisdiction.

Consistent with SB 972, PMC Chapter 8.10 does not require a health permit from the County Health Department to allow sidewalk vendors and other compact mobile food operations with 25 square feet or less of display area that sell only the following:

- Bagged snacks.
- Cans of soda.
- Bottled water.
- Whole fruits.
- Whole vegetables.
- Canned goods that do not need refrigeration.

Many cities and counties currently require any business that sells food – including sidewalk vendors – to first obtain a health permit prior to applying for a local business license or vending permit that would allow them to conduct business in the jurisdiction. PMC Chapter 8.10 contains an exemption from health department permitting requirements for compact mobile food operations that sell only (i) prepackaged food that is not potentially hazardous; and (ii) whole produce.

Also consistent with the new state law, a sidewalk vendor's cart is defined as a "compact mobile food operation" or a mobile food facility that operates from an individual or from a pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, or other non-motorized conveyance. The new law has relaxed equipment requirements for these pushcarts.

In addition, an unenclosed mobile food operation facility, a category that includes most sidewalk vendors and other compact mobile food operations, are permitted to conduct what is called, "limited food preparation" under CalCode. SB 972 expands the definition of limited food preparation to include several common and safe food preparation activities, thereby allowing a sidewalk vendor or other compact mobile food operation to conduct those food preparation activities "in the field" rather than at a commissary. "Limited food preparation," is defined as:

1. Slicing and chopping of non-potentially hazardous fruits and vegetables,
2. Pre-cooking food in an approved kitchen and "hot-holding" or "cold-holding" that food prior to service from a vending cart.
3. Reheating food that was previously prepared in an approved kitchen.

Section 8.10.120 (G), "Seizure of Goods" was included in Chapter 8.10 to address "objective health, safety, and welfare concerns" to prevent the situation which occurred in the City of Santa Ana last year. Many people who purchased food from unlicensed sidewalk vendors in Santa Ana, were the unsuspecting victims of food borne illness. By including a section on impounding perishable food which has sickened customers, the necessary tools will be provided to Placentia code enforcement officers along with County Health Department officials to seize the food before others become sick.

Sales of Goods from Vehicles (Regulations) – Chapter 13.50

The purpose of adding Chapter 13.50 is to align the sidewalk vending regulations with mobile food truck regulations, although state law has not limited cities' ability to enact stricter health, safety and welfare regulations pertaining to food trucks. Section 22455 of the California Vehicle Code authorizes municipalities to regulate the type of vending from motor vehicles and the time, place, and manner of vending from vehicles upon any street in order to promote public safety. Vending from mobile vending facilities on public streets creates the potential for safety hazards, such as, but not limited to, encouraging pedestrians to cross mid-block to purchase food. The actions of mobile food vendors can create safety risks to the public, especially pedestrians who become inattentive to vehicular traffic. Vendors who fail to park their mobile vending facilities on public streets in a safe manner during a transaction attract customers onto public roadways, creating further traffic and public safety hazards.

Chapter 13.50 applies to individual food trucks, which are usually found on public rights-of-way, often near construction sites or on private property, such as office buildings, commercial businesses (e.g., parking lots of Best Buy, Lowe's, or Home Depot), and industrial areas and involve situations where the food truck generally stay in one place for less than 30 minutes. Food trucks participating in a Special Event (pursuant to PMC 23.81.015) must adhere to the requirements of Chapter 13.50 but must also abide by additional regulations when they participate under the umbrella of a special permit event.

Unlike the regulation contained in Chapter 8.10 (Sidewalk Vendors), Chapter 13.50 contains stricter regulations for food trucks. The City of Placentia is permitted to enact and enforce the following regulations concerning food trucks:

- Require mobile food trucks (in some instances) to obtain the consent or approval of any nongovernmental entity or individual before selling goods or merchandise on private property.
- Require mobile food trucks to operate within specific parts of the public right-of-way, to protect the public health, safety, or welfare concerns.
- Require mobile food trucks to operate only in designated areas of the city and prohibit them from operating in residential neighborhoods or public parks.
- Limits hours of operation of mobile food trucks, e.g. 8 a.m. to 6 p.m.
- Enforce requirements to maintain sanitary conditions.
- Requiring a mobile vending permit, business license, California Department of Tax and Fee Administration seller's permit, commercial general liability insurance and County Health Department permit.
- Require a mobile food vendor to submit certain information on his or her operations.
- Require compliance with other generally applicable laws and are subject to being cited, fined, and prosecuted.

The regulations enacted by this ordinance will provide Code Enforcement officers the ability to protect the public health, safety, and welfare of its residents.

Fees

Currently, there are City fees that apply to certain outdoor vendors and food trucks. However, Staff recommends updating and modernizing those fees based on City Council action regarding the proposed Ordinance. Any changes to the fee schedule could be part of the annual Fiscal Year fee schedule adjustment or could be adopted by City Council at an earlier date.

CEQA:

In accordance with the California Environmental Quality Act (CEQA) and State and local Environmental Guidelines, Staff and the City of Placentia Planning Commission recommend that City Council adopt a Commonsense Exemption pursuant to Section 15061 (b)(3) of the State CEQA Guidelines in that the proposed project (Municipal Code Amendment) will not result in changes to the existing physical environment, and the physical environment will not be modified as a result of its adoption. Upon City Council adoption of a finding of a Commonsense exemption, a Notice of Exemption will be filed.

Prepared by:

Daniel Pivaroff
Code Enforcement Supervisor

Reviewed and approved:

Joseph M. Lambert
Director of Development Services

Reviewed and approved:

Damien R. Arrula
City Administrator

Attachment:
1. Ordinance No. O-2023-04

ORDINANCE NO. O-2023-04

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA AMENDING SECTION 13.48.160 (Title 13 – VEHICLES & TRAFFIC) AND ADDING CHAPTERS 8.10 – SIDEWALK VENDING (HEALTH & SANITATION) AND 13.50 – SALES OF GOODS FROM VEHICLES (VEHICLES & TRAFFIC), TO ESTABLISH A REGULATORY FRAMEWORK FOR THE SALES OF FOOD AND MERCHANDISE FROM SIDEWALK VENDORS AND FOOD TRUCKS.

City Attorney Summary

This Ordinance would repeal Section 13.48.160 and add Chapters 8.10 ("Sidewalk Vending"), and Chapter 13.50 (Sales of Goods from Vehicles) which establishes a regulatory framework for sidewalk vendors and food trucks. Senate Bill ("SB") 946 and 972 were both signed into law and became effective January 1, 2019, and January 1, 2023, respectively. Both SB 946 and 972 (codified as California Government Code Sections 51038 and 51039) have severely limited the authority of cities and counties to regulate sidewalk vendors. Notwithstanding the state limitations imposed on cities regulating sidewalk vendors, the City of Placentia desires to add a regulatory framework for both sidewalk vendors and a parallel scheme for mobile food vendors (food trucks).

A. Recitals

(i) Senate Bill (SB) 946 was signed into law on September 17, 2018, and became effective January 1, 2019.

(ii) SB 946 limits the authority of cities and counties to regulate sidewalk vendors, except in accordance with Government Code Sections 51038 and 51039.

(iii) The city desires to regulate and provide for the safe and lawful operations of sidewalk vendors, consistent with SB 946.

(iv) The Sidewalk Vending Ordinance requires all persons engaged in sidewalk vending to possess a sidewalk vending permit and comply with the regulations contained therein.

(v) This Ordinance will update the City of Placentia Municipal Code by adding Chapter 8.10 (Sidewalk Vending) to allow sidewalk vending, consistent with state law, which now prohibits cities from adopting regulations that restrict sidewalk vendors from operating.

(vi) Chapter 8.10 will regulate the time, place, and manner in which sidewalk vending is conducted in the city.

(vii) Chapter 8.10 provides that sidewalk vendors cannot be cited, fined, or prosecuted for a violation of any rule or regulation that is inconsistent with the Government Code. Chapter 8.10 does not set forth criminal penalties for violations of the sidewalk vending ordinance because violations may only now be punished with administrative citations.

(viii) SB 972 significantly altered the California Retail Food Code ("CalCode") relevant to the preparation and sale of food by sidewalk vendors and other compact mobile food operations ("CMFOs").

(ix) Chapter 8.10 reflects the new equipment, operational, and permitting requirements found in SB 972. Some view these changes as "reduced" or "relaxed" health and sanitary requirements for sidewalk vendors. This ordinance is aligned with the new state law equipment requirements for sidewalk carts, now designated by the State as Compact Mobile Food Operations ("CMFO's"), which streamlines the permitting processes for CMFO's and the facilities that support them.

(x) Consistent with SB 972, Placentia Municipal Code Chapter 8.10, will not always require a county health permit to allow sidewalk vendors and other compact mobile food operations with 25 square feet or less of display that sell only bagged snacks, cans of soda, bottled water, whole fruits and vegetables, canned goods that do not require refrigeration, and other similar foods.

(xi) In addition, pursuant to SB 972, an unenclosed mobile food operation facility, a category that includes most sidewalk vendors and other compact mobile food operations, are permitted to conduct what is called, "limited food preparation" in the field under CalCode.

(xii) The Placentia City Council desires to impose reasonable time, place, and manner restrictions on sidewalk vendors, consistent with state law to ensure the safety of sidewalk vendors, the patrons, and the public and to prevent unreasonable interference with residents' enjoyment of peace and quiet in their community.

(xiii) Concurrent with enacting the sidewalk vendor ordinance, the City Council desires to establish parallel regulations pertaining to food trucks by enacting Chapter 13.50. Section 22455 of the California Vehicle Code authorizes municipalities to regulate the type of vending from motor vehicles and the time, place, and manner of vending from vehicles upon any street to promote public safety.

(xiv) Vending from mobile vending facilities, also known as food trucks on public streets creates the potential for safety hazards, such as, but not limited to, encouraging pedestrians to cross mid-block to purchase food. In addition, mobile food truck vendors who fail to park their mobile vending facilities on public streets in a safe manner during a

transaction attract customers onto public roadways, creating further traffic and public safety hazards.

(xv) Unlike the regulations contained in Chapter 8.10 (Sidewalk Vendors), Chapter 13.50 contain more comprehensive regulations for food trucks. Since the City of Placentia is permitted to enact and enforce the following regulations concerning food trucks, Chapter 13.50 will regulate food trucks as follows:

- Require mobile food trucks to obtain the consent or approval of any nongovernmental entity or individual before selling goods or merchandise on private property.
- Require mobile food trucks to operate within specific parts of the public right-of-way, to protect public health, safety, or welfare concerns.
- Require mobile food trucks to operate only in designated areas of the city.
- Limit hours of operation of mobile food trucks.
- Enforce requirements to maintain sanitary conditions.
- Require a mobile vending permit, business license, California Department of Tax and Fee Administration seller's permit, and a County Health Department permit.
- Require a mobile food vendor to submit certain information on his or her operations.
- Cities are not restricted in the types of penalties for violations of mobile food truck regulations as they are with respect to sidewalk vendors.

B. Ordinance

NOW, THEREFORE, the City Council of the City of Placentia does hereby find, determine, and ordain as follows:

SECTION 1. Chapter 8.10 of Title 8 (Health & Sanitation) is hereby added as follows:

Chapter 8.10 Sidewalk Vending.

8.10.010 Purpose.
8.10.020 Definitions.
8.10.030 Sidewalk Vendor Permit Required
8.10.035 Exceptions to Requirement of Sidewalk Vendor Permit.
8.10.040 Issuance of Permit.
8.10.050 Denial of Sidewalk Vendor Permit.
8.10.060 Revocation of Sidewalk Vendor Permit.
8.10.070 Appeal Process.
8.10.080 Operating Conditions.
8.10.090 Operating Conditions for Compact Mobile Food Operations.
8.10.100 Use of Approved Kitchens by Sidewalk Vendors.
8.10.110 Prohibited Activities and Locations.
8.10.120 Penalties.

8.10.130 Citation Appeals.

8.10.010 Purpose

The purpose of this Chapter is to establish a Sidewalk Vendor Permitting and Regulatory framework. The provisions of this Chapter allow the City to encourage small business activities by removing total prohibitions on Sidewalk Vending and providing regulation and enforcement of unpermitted Vending Activities to protect the public health, safety, and welfare. The City Council hereby finds that, to promote the health, safety and welfare, restrictions on sidewalk vending are necessary for the following reasons:

1. Ensure no interference with the performance of public safety officers including police, firefighter, security, and emergency medical personnel services.
2. Ensure no interference with pedestrian or vehicular traffic including ingress into, or egress from, any residence, public building, or place of business, or from the street to the sidewalk, by persons exiting or entering parked or standing vehicles.
3. Ensure no interference with barriers (bollards, vehicles, cement, or water) designed to stop vehicles and prevent injury to people.
4. Provide reasonable access for Sidewalk Vending Activities in portions of the city while preserving the use and maintenance of sidewalks, pathways, poles, posts, traffic signs or signals, hydrants, restrooms, trash receptacles, firefighting apparatus, mailboxes, public benches and/or planters, as well as access to locations used for public transportation.
5. Reduce exposure to the City for personal injury or property damage claims and litigation.
6. Ensure the safe sale of Food and Merchandise in the public right-of-way, by providing a practical way to ensure Sidewalk Vendors prepare Food safely and according to CalCode and the Orange County Department of Public Health requirements.
7. Prevent unsanitary conditions and ensure trash and debris in the areas vending is taking place are removed by Sidewalk Vendors.
8. Ensure that visibility, sight lines, and accessibility for vehicular and pedestrian traffic on sidewalks and other rights of way are protected while accommodating Sidewalk Vendor equipment.
9. Protect the flow of pedestrian or vehicular traffic including ingress into, or egress from, any residence, public building, or place of business, or from the street to the sidewalk, by persons exiting or entering parked or standing vehicles.

This chapter shall not apply to food truck vending which is subject to regulations contained in Chapter 13.50 (Sales of Goods from Vehicles).

8.10.020 Definitions

For purposes of this Chapter, the following words and phrases shall have the following meanings. Whenever any words or phrases used herein are not defined, but are defined in the California Health and Safety Code, Business & Professions Code, or the Vehicle

Code, such definitions shall apply. If a term or phrase is not defined in this part, or elsewhere in this Code, the most common dictionary definition is presumed to be correct.

“Auxiliary Handwashing and Warewashing Facilities” means a nearby sanitary standalone sink facility to satisfy the County Health Department requirement of having four sinks attached to the vending cart or stand.

“Cart**”** means a pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, compact mobile food operation or other non-motorized conveyance used for Sidewalk Vendor Activity.

“Certified Farmers’ Market**”** shall be as defined in Section 27512 of the California Health and Safety Code.

“City Building**”** means any building and the abutting parking lot(s) which is owned or occupied by the City of Placentia or any of its departments and which is used for public purposes.

“City Property**”** means all property owned or controlled by the City of Placentia, including, but not limited to, buildings, alleys, parks, pathways, streets, parking lots, sidewalks, and walking trails.

“Compact Mobile Food Operation” is a mobile food facility that operates from an individual or from a pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, or other nonmotorized conveyance. Such an operation would be restricted to limited food preparation. In certain circumstances operators are not required to obtain a health permit from the local health department.

“Civic Center**”** means the area in the City of Placentia where City Hall is located.

“Development Services Director**”** means the Development Services Director or a designee selected to make determinations pertaining to this chapter. In the event that the Development Services Director position is not filled, the highest ranking official in the Community Services Department will be responsible for making determinations or selecting a designee.

“Fire Station**”** means any facility where fire engines and other equipment of the Orange County Fire Authority are housed.

“Food**”** means any item provided in Health and Safety Code Section 113781, or any successor section.

“Girl Scout Cookies” means cookies sold by the Girl Scouts of America to support Girl Scout councils and individual troops. They are sold door-to-door, or at cookie booths set up on sidewalks or storefronts.

“Goods” or “merchandise” includes items and products of every kind and description, including all foods, produce and beverage items. “Services” of any kind are not included in the definition of goods and/or merchandise.

“Hearing Officer**”** is the contractor hired by the City of Placentia to impartially consider appeal requests and decide on the outcome of appeals.

“Integral Equipment” for purposes of a compact mobile food operation facility, means both equipment that is permanently attached to the primary unit and equipment that is securely fastened to the primary unit. The purpose is to allow for the construction of modular carts with flexible cooking uses, carts that can be disassembled for transportation and cleansing, and carts that incorporate already existing and approvable equipment that can be securely fastened to a cart without being permanently welded to the primary unit.

“Lemonade Stand” means a business operated by minors under the age of 16, from a stand, which may be a folding table, in front of the minor’s residence.

“Limited Food Preparation” means permitted food preparation activities “in the field” rather than at a commissary, to include such activities as 1) slicing and chopping of non-potentially hazardous fruits and vegetables; 2) pre-cooking food in an approved kitchen and “hot-holding” or “cold-holding” that food prior to service from a vending cart; 3) re-heating food that was previously prepared in an approved kitchen.

“Marijuana**”** shall have the same definition as that set forth in California Health & Safety Code Section 11018. “Marijuana” shall include: “cannabis” as defined in California Business & Professions Code Section 19300.5 (f); “cannabis concentrate” as defined in California Business & Professions Code Section 19300.5 (g); “edible cannabis product” as defined in California Business and Professions Code Section 19300.5(s). Marijuana means both medical marijuana and non-medical marijuana.

“Merchandise**”** means any tangible personal property that can be sold and immediately obtained from a Sidewalk Vendor, excluding Food. Items for rent shall not be considered Merchandise. Merchandise excludes any service or services.

“Park**”** means each and every park, recreation center, sporting field, hiking trail, walking track, garden, barbecue, picnic area, and every other recreation facility owned, managed and/or controlled by the City of Placentia and under the jurisdiction of the Director of Community Services including parking lots attached thereto.

“Parkway(s)**”** means that portion of a public street which is not improved for actual street, curb, gutter, or sidewalk use, and which is available for planting, landscaping, and maintaining street trees.

“Pathway**”** means a paved path or walkway owned by the City or other public entity that is specifically designed for pedestrian travel, other than a sidewalk.

“Person**”** means and includes all person or persons, domestic and foreign corporations, limited liability company, associations, syndicates, joint stock corporations, partnerships of every kind, clubs, Massachusetts Trust, business or common law trusts, societies, and individuals transacting and carrying on any business in the city.

“Police Station**”** means any facility where police vehicles and other equipment of the City Police Department are housed.

“Reduced sink, water tank and water heating requirements” means that if a compact mobile food operation is not handling raw meat on site, the sidewalk vendor is exempt from the three-compartment ware washing sink requirement, allowing the operator to carry spare utensils as an alternative. Also, the operator is exempt from the requirement of having a water heater, which therefore allows these small facilities to operate with a smaller integral water tank.

“Reduced Testing Requirements” means a food handler’s card from the County Health Department required for operation of a compact mobile food operation, otherwise known as the standard food safety knowledge requirement for restaurant employee and other workers in the food retail industry. In most cases, the food handler’s card can be obtained on-line.

“Residential Zone**”** means any area zoned or used exclusively as residential in the City of Placentia. This includes the public sidewalk of residential streets, directly adjacent to residential zoning.

“Roaming Sidewalk Vendor**”** means a Sidewalk Vendor who moves from place-to-place and stops only to complete a transaction.

“Service” is any form of labor that does not require the transfer of tangible personal property, such as food, merchandise, and goods.

“Sidewalk**”** means that portion of a highway, other than the roadway, set apart by curbs, barriers, markings, or other delineation specifically designed for pedestrian travel and that is owned by the City or other public entity, excluding any Parkway.

“Sidewalk Vendor**”** or **“**Vendor**”** means a person(s) who sells Food or Merchandise from a Cart, compact mobile food operation or from one’s person, upon a Sidewalk, Pathway or Park.

“Sidewalk Vendor Activities**”** or **“**Sidewalk Vending Activity**”** means actions that qualify a person as a Sidewalk Vendor or actions done in anticipation of becoming a Sidewalk Vendor such as, but not limited to, placement, or maintenance of any Cart.

“Standard Plan Pre-Approval” means standardized blueprints for vending carts, stands, racks, and other facilities designed for use as a compact mobile food facility, that have been pre-approved by the County Health Department.

“Stationary Sidewalk Vendor**”** means a sidewalk vendor who vends from a fixed location.

“Special Event**”** means any event permitted pursuant to Section 23.81.015 (Special Events) of the Placentia Municipal Code.

“Swap Meet**”** means a location operated in accordance with Article 6 (commencing with Section 21660) of Chapter 9 of Division 8 of the Business and Professions Code, and any regulations adopted pursuant to that Chapter, or any successor Chapter.

“Vend” or “Vending” means the sale or offering for sale of any goods or merchandise to the public from either a sidewalk vendor or a vehicle (food truck).

“Vending Cart” means a pushcart, stand, display, pedal-driven cart, wagon, showcase, rack, compact mobile food operation or other non-motorized conveyance used for vending, that is not a vehicle as defined in the California Vehicle Code.

8.10.030 Sidewalk Vendor Permit Required

A. No Person, either for themselves or any other Person, shall engage in any Sidewalk Vendor Activities within the City without first applying for and receiving a Sidewalk Vendor Permit from the Development Services Director. Each person engaged in sidewalk vending shall have a permit notwithstanding that another Person with a permit may own the sidewalk vending cart.

B. A written application for a Sidewalk Vendor Permit shall be filed with the Development Services Director on a form provided by the City. Such application shall be accompanied by a nonrefundable application fee in such amount as established by Resolution of the City Council. Any such permit shall be required to be renewed annually in conjunction with the Business License and a separate nonrefundable application fee paid annually for such renewal application. Sidewalk Vendor Permit(s) are non-transferable and any change in ownership or operation of Cart requires a new permit.

C. The written application shall include the following information:

1. An address where the applicant consents to receive service of process. An acceptable address for this purpose shall include a post office box or private mailbox that complies with paragraph (2) of subdivision (b) of Business & Professions Code Section 17538.5.

2. A schedule of the applicant's proposed hours of operation, items of sale, area/locations of operation and whether applicant intends to operate as a stationary or roaming sidewalk vendor.

3. The number and description or photograph of all vending equipment, (including evidence of County Department of Health approval of such equipment, if required),

information identifying the approved kitchens for food preparation and location where cart will be stored pursuant to Section 8.10.100, and signs, or other means of advertisement proposed to be used.

4. For all Food vending applications, evidence of a permit from the County Health Department for the sale of food or beverages, as may be required. A County Health Permit may not be required in certain circumstances for sidewalk vendors and other compact mobile food, whose operations are less than 25 square feet or less of display area that sells only bagged snacks, cans of soda, bottled water, whole fruits and vegetables, canned goods that do not need to be refrigerated, and other similar foods. However, a food handler's card is required. (Reduced Testing Requirements).

5. Evidence of Commercial General Liability Insurance and an acknowledgement that the sidewalk vendor will maintain this insurance throughout the duration of any sidewalk vendor permit issued under this Chapter. Such General Liability Insurance shall provide or be endorsed to provide that the City and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies. Vendor agrees to oblige its insurance agent or broker and insurers to provide to the City with thirty (30) day written notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal for each required coverage.

6. Copy of a United States or California State issued identification with photo identification, and taxpayer identification number.

7. A California seller's permit number pursuant to Section 6067 of the Revenue and Taxation Code that designates "City of Placentia" as a location or sublocation.

8. An agreement by the sidewalk vendor to defend, indemnity, release and hold harmless the city, its city council, boards, commissions, officers and employees from and against any and all claims, demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including without limitation attorney's fees, disbursements and court costs) of every kind and nature whatsoever which may arise from or in any manner relate (directly or indirectly) to the permit or the vendor's sidewalk vending activities. This indemnification shall include, but not be limited to, damages awarded against the city, if any, costs of suit, attorney's fees, and other expenses incurred in connection with such claim, action, or proceeding whether incurred by the permittee, city, and/or the parties initiating or bring such proceeding.

9. An acknowledgement that use of public property is at the sidewalk vendor's own risk, and the city does not take any steps to ensure public property is safe or conducive to the sidewalk vending activities.

10. Any other relevant information required by the Director, or the Director's designee.

8.10.035 Exceptions to Requirement of Sidewalk Vendor Permit

The provisions of this Chapter shall not be applicable to or deemed to prohibit:

A. The vending of lemonade by minors under the age of 16, from stands in front of their residence.

B. The vending of girl scout cookies in the city in neighborhoods to support the Girl Scouts, a non-profit charitable organization.

8.10.040 Issuance of Permit

A. The Development Services Director will issue the Sidewalk Vendor Permit if they find, based on all of the relevant information, that:

1. The conduct of the Sidewalk Vendor will not unduly interfere with traffic or pedestrian movement, or endanger the public health, safety or general welfare or encourage loitering.

2. The conduct of the Sidewalk Vendor will not unduly interfere with normal governmental, public safety, or City operations, result in damage or detriment to public property, or result in the City incurring costs or expenditures in either money or personnel not reimbursed in advance by the Sidewalk Vendor.

3. The conduct of such Sidewalk Vending Activity will not constitute a fire hazard.

4. The Sidewalk Vendor has paid all previous administrative fines, completed all community service, and completed any other alternative disposition associated in any way with a previous violation of this Chapter.

5. The Sidewalk Vendor has not had an individual or business permit or license with any agency, board, city, county, territory, or state denied, revoked, restricted, or suspended within the last five years.

6. The Sidewalk Vendor application contains all required information, and the Sidewalk Vendor has not made a materially false, misleading, or fraudulent statement of fact to the City in the application process.

7. The Sidewalk Vendor has paid the Business License Tax pursuant to Placentia Municipal Code section 6.04.030 and produced evidence of a California Seller's permit.

8. The Sidewalk Vendor's Cart and proposed Activities conform to the requirements of this Chapter.

9. The Sidewalk Vendor has provided adequate insurance to protect the City from liability associated with Sidewalk Vendor Activities, as determined by the City Risk Manager.

10. The Sidewalk Vendor has not been convicted of any misdemeanor, which is sexual in nature or involving moral turpitude or of any felony within five years of the date of application submittal.

11. The Sidewalk Vendor has satisfied all requirements of this Chapter.

8.10.050 Denial of Sidewalk Vendor Permit

A. If the Development Services Director finds that the requirements set forth in Section 8.06.040 have not been met, he or she shall deny the application for the Sidewalk Vendor Permit. The Development Services Director shall provide written notice of such denial specifying the ground or grounds of such denial. Notice of denial of the application for the Permit shall be deemed to have been served upon the date it is personally served on the applicant or three days following the date the notice is deposited in the United States mail with postage prepaid and addressed to the Sidewalk Vendor at the residence address set forth in the application for the Permit.

B. No Person whose permit is denied shall be eligible to apply for a new Sidewalk Vendor Permit for a period of one year following such denial. The date of denial shall be the expiration of the appeal period.

8.10.060 Revocation of Sidewalk Vendor Permit

A. Any Sidewalk Vendor Permit may be revoked by the Development Services Director for good cause shown including but not limited to any of the following reasons:

1. Falsification of any information supplied by the Sidewalk Vendor upon which issuance of the Permit was based.

2. Failure of the permittee, or any employees or subcontractors of the permittee, to comply with the regulations set forth in this Chapter or the requirements of the California Retail Food Code (Health & Safety Code).

3. A threat or harm to public health, safety or welfare resulting from Sidewalk Vending Activity of the permittee, including but not limited to County Health Department citations/complaints due to food borne illness stemming from sidewalk vendor and failure to comply with the California Retail Food Code (Health & Safety Code).

4. Upon a fourth violation or a subsequent violation of any requirement of this Chapter.

B. Notice of Intent to Revoke a Sidewalk Vending Permit, with any and all specific grounds for revocation, shall be served in writing not less than 30 calendar days before revocation to the address listed in the application or to any subsequent address provided to the City by the permittee. The Notice shall include a date, time, and address for a hearing before the Development Services Director where the Sidewalk Vendor Permittee shall have the opportunity to present evidence as to why their permit should not be revoked.

C. No Sidewalk Vendor whose permit is revoked shall be eligible to apply for a new permit until the expiration of the term of the rescinded permit.

8.10.070 Appeal Process

A. Any Person whose application for a Sidewalk Vendor Permit has been denied or revoked may appeal such decision by filing a written notice of appeal with the City Clerk within 10 days following the date of service of the decision and payment of the appeal fee, which fee shall be established by resolution of the City Council. The date of filing shall be the date the City Clerk receives the notice and appeal fee. The notice of appeal shall fully set forth the grounds upon which the appeal is based.

B. Upon receipt of a timely appeal, a Hearing Officer shall hear such appeal within 20 days following the date of filing such appeal and shall give the appellant not less than five days advance notice of the date of such hearing. The decision of the Hearing Officer shall be based upon the criteria set forth in this Chapter. The appellant shall be notified of the decision of the Hearing Officer by mailed written notice. The decision of the Hearing Officer shall be final. No revocation or denial of a permit pursuant to this section shall be deemed final or effective during the pendency of a timely filed appeal until the date of mailing of the Hearing Officer's decision affirming such revocation or denial; provided, however, no permit holder shall operate during any period of time in which the insurance coverage required by this chapter is not in full force and effect.

8.10.080 Operating Conditions

Every Sidewalk Vendor is subject to the following operating conditions when conducting Sidewalk Vending Activities:

A. All Food and Merchandise shall be stored either inside or affixed to the Cart or carried by the Sidewalk Vendor. Food and Merchandise shall not be stored, placed, or kept on any public property. If affixed to the Cart, the overall space taken up by the Cart shall not exceed the size requirements provided in this Section.

B. The Business License, California Seller's Permit and Vendor Permit shall be displayed conspicuously at all times on the Cart or the Sidewalk Vendor. If multiple Sidewalk Vendors are staffing a Cart each Person shall obtain and wear his or her Vendor Permit on their Person in a conspicuous manner.

C. Sidewalk Vendors shall not leave their Cart unattended.

D. All signage and advertising related in any way to the Sidewalk Vendor shall be stored either inside or affixed to the Cart. Signage and advertising shall not be stored, placed, or kept on any public property. If affixed to the Cart, the overall space taken up by the Cart shall not exceed the size requirements provided in this Section. Signage shall also comply with the requirements set forth in Chapter 23 of the Placentia Municipal Code. Sidewalk Vendors shall not use any electrical, flashing, wind powered, or animated sign.

E. All Sidewalk Vendors shall allow a police officer, firefighter, code enforcement officer, health inspector, or other government official charged with enforcing laws related to Sidewalk Vendor Activities, at any time, to inspect their Carts for compliance with this Chapter.

F. Except as otherwise permitted under Federal, State, or local law or regulation, Carts and attachments thereto shall not exceed a total height of four feet, a total width of four feet, and a total length of four feet. Only umbrellas may be used as an attachment to the cart and are allowed to exceed the total height of four feet, but no higher than eight feet. The umbrella must also provide a minimum of seven feet of vertical clearance.

G. Sidewalk Vendors selling Food shall have in their possession at all times they are conducting Sidewalk Vending Activities, all applicable County and State Food vending licenses.

H. Sidewalk Vendors that sell Food shall maintain a trash container in or on their Cart and shall not empty their trash into public trashcans. The size of the Sidewalk Vendor's trash container counts as part of the size limit of a Cart.

I. Sidewalk Vendors shall not leave any location without first picking up, removing, and disposing of all trash or refuse from their operation. Sidewalk Vendors shall immediately clean up any food, grease or other fluid or item related to Sidewalk Vending Activities that falls on public property. Sidewalk Vendors shall follow all (NPDES) National Pollution Discharge Elimination System regulations contained in Placentia Municipal Code Chapter 16.20, for illicit discharge.

J. Sidewalk Vendors shall maintain a minimum four-foot clear accessible path for pedestrian ingress and egress free from obstructions, including Cart and customer queuing area.

K. Sidewalk Vendors shall ensure that all required insurance is in effect prior to conducting any Sidewalk Vendor Activities and maintained for the duration of the Permit.

L. Sidewalk Vendors shall not utilize sound amplifying equipment nor non-amplified musical or noise making devices.

M. Sidewalk Vendors shall not utilize tables or chairs. Common prohibited uses of tables and chairs include the support of Food and Merchandise, and the creation of an unpermitted outdoor dining area.

N. Sidewalk Vendors may only sell Food and/or Goods. Sidewalk Vendors shall not sell or provide services. Vending of services is prohibited even if the vending of services is combined with the Vending of Food or Merchandise or Goods, and even if the services are deemed to be free of charge with the purchase of Food or Merchandise.

8.10.090 Operating Conditions and Equipment Requirements For Compact Mobile Food Operation (Sidewalk Vendors)

A. Sidewalk vendors and other compact mobile food operations with 25 square feet or less of display area that sell only bagged snacks, cans of soda, bottled water, whole fruits and vegetables, canned goods that do not need refrigeration, and other similar foods are exempt from the requirement to obtain a health permit from the County Health Department. Instead, only a food handler's card is required.

B. Unenclosed mobile food facilities such as compact mobile food operations allow the sidewalk vendor to conduct the following "limited food preparation" activities in the field rather than at a commissary.

    1. Slicing and chopping of non-potentially hazardous fruits and vegetables.
    2. Pre-cooking food in an approved kitchen and "hot-holding" or "cold-holding" that food prior to service from a vending cart.
    3. Re-heating food that was previously prepared in an approved kitchen.

C. Reduced Equipment Requirements for compact mobile food operations include, but are not limited to the following:
    1. Use of Auxiliary Handwashing and Ware washing Facilities.
    2. Reduced Sink, Water Tank and Water Heater Requirements.
    3. Use of Integral Equipment.
    4. Vending cart consistent with County Health Department standard blueprint plan design that has already received authorization by the County Health Department.

8.10.100 Use of Approved Kitchens by Sidewalk Vendors For Compact Mobile Food Operations.

A. Sidewalk Vendor Use of Existing Approved Kitchen Spaces. The County Health Department may approve existing permitted food facilities, such as restaurants, any kitchen facility used as a commissary, as well as any church, school, library, community center and other facilities with commercial grade kitchens to provide an approved space for sidewalk vendors to safely prepare food and store compact mobile food operation facilities like vending carts or stands.
B. A home being used as a cottage food operation, or a microenterprise home kitchen operation may serve as a food preparation and storage space for a compact mobile food operation if the County Health Department deems the home to have adequate facilities to support the compact mobile food operation. No more than two compact mobile food operations can be stored in a private home unless specifically approved by the county health department.

8.10.110 Prohibited Activities and Locations.

A. Sidewalk Vendors shall comply with all Federal, State, County, and local laws, and regulations.

B. Cart(s) shall not touch, lean against, or be affixed at any time to any building or structure including, but not limited to lampposts, parking meters, mailboxes, traffic signals, fire hydrants, benches, bus shelters, newsstands, trashcans or traffic barriers.

C. Sidewalk Vendors shall not engage in any of the following activities:

1. Renting Merchandise to customers.

2. Displaying Merchandise or Food not available for immediate sale.

3. Selling of alcohol, Marijuana, adult oriented material, material displaying profane language or obscenities, tobacco products, products that contain nicotine or any product used to smoke/vape nicotine or Marijuana.

4. Selling Food or Merchandise to any person sixteen years of age or younger without a parent or guardian present.

5. Using an open flame or a generator on or within or in conjunction with any Cart, except as otherwise permitted under Federal, State, or local law.

6. Using an electrical outlet or power source that is owned by the city or another person other than the Sidewalk Vendor.

7. Conducting Sidewalk Vending Activities anywhere in the city between the hours of ~~12:00 a.m~~. 9:00 p.m. and ~~7:00~~ 8:00 a.m. adjacent to Commercial Uses. Conducting Sidewalk Vending Activities anywhere in the city between the hours of ~~10:00~~ 9:00 p.m. and ~~7:00~~ 8:00 a.m. adjacent to any other uses. Conducting Roaming Sidewalk Vending activities in any Park when it is closed to the public.

8. Continuing to offer Food or Merchandise for sale, following, or accompanying any person who has been offered Food or Merchandise, after the person has declined the offer to purchase Food or Merchandise.

9. Knowingly making false statements or misrepresentations during the course of offering Food or Merchandise for sale.

10. Blocking or impeding the path of the person(s) being offered Food or Merchandise to purchase.

11. Making any statements, gesture, or other communication which a reasonable person in the situation of the person(s) being offered Food or Merchandise to purchase would perceive to be a threat and which has a reasonable likelihood to produce in the person(s) a fear that the threat will be carried out.

12. Touching the person(s) being offered Food or Merchandise without that person(s)' consent.

13. Placing their Cart outside of any Pathway or sidewalk when engaging in Sidewalk Vending Activities.

14. Placing any cables or wires across any Pathway or sidewalk when engaging in Sidewalk Vending Activities.

15. Conducting Sidewalk Vending Activities on private property.

D. Sidewalk Vendors shall not engage in Sidewalk Vending Activities at the following locations:

1. Any Residential Zone in the City. This restriction only applies to Stationary Sidewalk Vendors.

2. Parks.

A. Stationary Sidewalk Vending is prohibited in all Parks where the City has granted exclusive restaurant concessions, and any location the City may award an exclusive restaurant concessions in the future.

B. Roaming sidewalk vendors are permitted in parks even if an exclusive concession has been granted.

3. The Civic Center, other city owned buildings, including but not limited to any police station, fire station, public works yard, community services building or senior center, except as otherwise permitted under a Special Event Permit pursuant to Section 23.81.015 (Special Events) of the Placentia Municipal Code.

4. Any City Property that does not meet the definition of a sidewalk or pathway including, but not limited to, any alley, square, street, street end, or parking lot.

5. An area designated for barriers for protection of the public.

6. Within 200 feet of:

a. A public or private school.

b. A place of worship.

c. A large or general child day-care facility.

d. A permitted Certified Farmers' Market or Swap Meet during the limited operating hours of that Certified Farmers' Market or Swap Meet.

e. An area designated for a Special Event pursuant to a city issued permit, during the limited duration of the Special Event.

7. Within 100 feet of:

a. Another Sidewalk Vendor.

b. The intersection of a street and a Sidewalk.

c. The portion of any City facility that is renting or selling Merchandise or selling Food to the public or where the rental Merchandise is stored.

d. Any police officer, firefighter, or emergency medical personnel who are actively performing their duties or providing services to the public.

8. Within 25 feet of a:

a. Fire hydrant, fire call box or other emergency facility.

b. Curb which has been designated as white, yellow, green, blue, or red zone, or a bus zone.

c. Automated teller machine.

d. Driveway, alley, or entrance to a parking lot or parking garage.

e. Entrance or exit to a building, structure, or facility.

f. Trash receptacle, bike rack, bench, bus stop, restroom, public catch basins, or similar public use items.

9. Within:

a. 18 inches from the edge of the curb.

b. A parking lot of a city park or public facility.

c. Where placement impedes the flow of pedestrian traffic or impedes egress from, access to or the use of abutting property.

d. The boundary of a valet parking zone or loading/unloading zone.

e. Public safety efforts or programs, street improvement activities, construction activities, cleaning efforts or other similar activities.

8.10.120 Penalties

A. A violation of this chapter by a sidewalk vendor who has a valid sidewalk vending permit from the city is punishable only by an administrative citation pursuant to

Chapter 1.10 of the Placentia Municipal Code (Administrative Citations) in an amount not to exceed the following:

1. An administrative fine not exceeding $100.00 for a first violation.

2. An administrative fine not exceeding $200.00 for a second violation within one year of the first violation.

3. An administrative fine not exceeding $500.00 for each additional violation within one year of the first violation.

B. If a Sidewalk Vendor violates any portion of this Chapter and cannot present the citing officer with proof of a valid permit, the Sidewalk Vendor shall be assessed administrative fines in the following amounts:

1. An administrative fine not exceeding $250.00 for a first violation.

2. An administrative fine not exceeding $500.00 for a second violation within one year of the first violation.

3. An administrative fine not exceeding $1,000.00 for each additional violation within one year of the first violation.

C. Upon proof of a valid permit issued by the City, the administrative fines set forth in Subsection 8.10.120 B shall be reduced to the administrative fines set forth in Subsection 8.10.120 A, or any successor sections.

D. The Development Services Director, or the Development Services Director's designee, may revoke a permit issued to a Sidewalk Vendor for the term of that permit upon the fourth violation or subsequent violations within one year of the first violation.

E. A violation of this chapter shall not be punishable as an infraction or misdemeanor. No person alleged to have violated the provisions herein shall be subject to arrest except when otherwise permitted by law.

F. Failure to pay an administrative citation issued pursuant to this section shall not be punishable as an infraction or misdemeanor. Additional fines, fees, assessments, or any other financial conditions, beyond those authorized herein shall not be assessed.

G. Seizure.

1. Because of the overwhelming need to immediately protect public safety during certain emergency situations, the carts, merchandise, or any other instrumentality of the person violating 8.10.110 (Prohibited Activities and Locations), may be immediately seized by the city.

2. The carts, merchandise, or any other instrumentality of the person violating any other provision of the municipal code, or any other state or federal law, may be seized by the city.
3. The city shall store such property for a ~~minimum~~ maximum of 30 days. If the property is not claimed within that time period, the city may dispose of the property.
4. Any perishable items may be disposed of immediately by the city upon seizure.
5. All merchandise will be returned, if properly claimed, except if the possession or sale of such merchandise is otherwise illegal, including, but not limited to, violation of copyright laws, trademark laws, illegal contraband or any other violation of local, state or federal law.

8.10.130 Citation Appeals

A. Administrative citations may be appealed pursuant to Section 1.14.060, except where the hearing officer is considering an administrative fine, he or she has the power to:

1. Reduce the fine based upon the person's ability to pay the fine.

2. If the Hearing Officer finds the person meets the criteria described in subdivision (a) or (b) of Government Code Section 68632, or any successor section, the Hearing Officer shall order the City to accept, in full satisfaction, 20% of the administrative fine imposed pursuant to this Chapter.

3. The Hearing Officer may allow the person to complete community service in lieu of paying the total administrative fine, may waive the administrative fine, or may offer an alternative disposition.

B. All appeals of administrative citations shall be conducted in accordance with Chapter 1.14 of this Code.

SECTION 2. Section 13.48.160 of Title 13 (Vehicles & Traffic) is hereby amended as follows:

13.48.160 ~~*Vendors*' wagons and pushcarts—Permit to park on street required.~~ **This section intentionally left blank.**

~~No person shall park or stand on any street any lunch wagon, eating cart or vehicle, or pushcart from which tamales, peanuts, popcorn, candy or other articles of food are sold or offered for sale, without first obtaining a written permit to do so from the chief of police, which permit shall designate the specific location in which such cart shall stand.~~

SECTION 3. Chapter 13.50 of Title 13 (Vehicles & Traffic) is hereby added as follows:

Chapter 13.50 Sale of Goods from Vehicles

13.50.010 Purpose.
13.50.020 Definitions.
13.50.030 Vending on private property prohibited – Exemption.
13.50.035 This Chapter shall not apply to sidewalk vending contained in Chapter 8.10.
13.50.040 Regulations for vending from vehicles.
13.50.050 Application for vendor's permit—Contents—Required fee
13.50.060 Investigation of applications.
13.50.070 Issuance of Permit.
13.50.080 Denial of Permit.
13.50.090 Revocation of permit.
13.50.100 Appeals.
13.50.110 Exemptions.
13.50.120 Impounding unlawfully parked vehicles.
13.50.130 Impounding and seizure of goods – Procedure.

13.50.010 Purpose

The purpose and intent of Chapter 13.50 is to regulate the sale of food, food products, ice cream, goods, or merchandise from motor vehicles on public and private property and to protect the health and safety of people within the City. Section 22455 of the California Vehicle Code authorizes municipalities to regulate the type of vending from motor vehicles and the time, place, and manner of vending from vehicles upon streets. Unregulated vending from mobile vending facilities on public streets impairs traffic safety, the safety of pedestrians, contributes to traffic congestion and therefore impedes the orderly movement of pedestrians and motorist traffic. This Chapter is not intended to repeal or amend the provisions of this Code that provide for licensing or permit procedures for the conduct of certain business activities.

This chapter shall not apply to sidewalk vending which is subject to regulations contained in Placentia Municipal Code Chapter 8.10 (Sidewalk Vending).

13.50.020 Definitions.

For purposes of this Chapter, the following words and phrases shall have the following meanings. Whenever any words or phrases used herein are not defined but are defined in the California Health and Safety Code or the Vehicle Code, such definitions shall apply. If a term or phrase is not defined in this part, or elsewhere in this Code, the most common dictionary definition is presumed to be correct.

"California Retail Food Code" means the health, safety, and sanitary requirements of the California Health & Safety Code.

"Development Services Director" means the Development Services Director or a designee selected to make determinations pertaining to this chapter. In the event that the Development Services Director position is not filled, the highest ranking official in the

Community Development Department will be responsible for making determinations on selecting a designee.

"Food" means any item provided in Health and Safety Code Section 113781, or any successor section.

"Food truck" or "Mobile food truck" means a licensed, motorized vehicle or mobile food unit licensed by the California Department of Motor Vehicles, if applicable, designed and equipped to prepare, or serve, and sell food, and temporarily stored in a location where food items are sold to the general public.

"Ice Cream truck" means a licensed, motorized vehicle or mobile unit designed and equipped to serve, and sell ice cream, candy or snacks to children.

"Goods" or "merchandise" includes items and products of every kind and description, including all foods, produce and beverage items. Services are not included in the definition of goods or merchandise.

"Hearing Officer" is the contractor hired by the City to impartially consider appeal and requests and decide on the outcome of appeals.

"Human-powered device" means any device moved by human power, including, but not necessarily limited to, any pushcart, wagon, bicycle, tricycle, shopping cart, or other wheeled container or conveyance.

"Marijuana" means both medical marijuana and non-medical marijuana. **"**Marijuana**"** shall have the same definition as that set forth in California Health & Safety Code Section 11018. "Marijuana" shall include: "cannabis" as defined in California Business & Professions Code Section 19300.5 (f); "cannabis concentrate" as defined in California Business & Professions Code Section 19300.5 (g); "edible cannabis product" as defined in California Business and Professions Code Section 19300.5(s). Marijuana means both medical marijuana and non-medical marijuana.

"Merchandise" means any tangible personal property that can be sold and immediately obtained from a Food Truck or Mobile Food Truck, excluding Food. Items for rent shall not be considered Merchandise. Merchandise excludes any services.

"Park" means each and every park recreation center, sporting field, hiking trail, walking track, garden, barbecue, picnic area, and every other recreation facility owned, managed and/or controlled by the city and under the jurisdiction of the Director of Community Services including parking lots attached thereto.

"Permitted parking space" means the location where a mobile food truck is permitted to prepare, serve, and sell food, as identified and approved by the city.

"Person" means and includes all domestic and foreign corporations, associations, syndicates, joint stock corporations, partnerships of every kind, clubs, business or

common law trusts, societies, and individuals transacting and carrying on any business in the city.

"Public property" means any real property, or interest, therein, owned, leased, operated or otherwise controlled by the city, either wholly or jointly with another public agency, other than a street, alley, parkway or sidewalk.

"Residential zone" or "zoned for residential purposes" means any property which, by ordinance of the city, is then currently classified into any one of the residential zones specified in the code in which residential dwellings are an expressly permitted use.

"Special Event" means any event permitted pursuant to Section 23.81.015 (Special Events) of the Placentia Municipal Code.

"Used for residential purposes" means any lot or parcel of property or any portion of which is being lawfully used as a residential dwelling.

"Vehicle" means as defined in the Vehicle Code of the state of California, and shall not include any human-powered device.

"Vend" or "vending" means the sale or offering for sale of any goods or merchandise to the public from a vehicle.

"Vendor" means any person who engages in the act of or owns a business involving vending from a vehicle or who drives or otherwise operates any such vehicle for the purpose of vending therefrom.

13.50.030 Vending on private property prohibited—Exemption.

It is unlawful for any person to engage in vending from a vehicle on private property unless: (1) the person is providing meals from vehicles for those living or working on such private property, and provided the period of such vending does not exceed thirty minutes; or (2) the vending is occurring at a community special event for which a community events permit has been issued pursuant to the requirements of Section 23.81.015 (Special Events) of the Placentia Municipal Code.

13.50.035 This Chapter shall not apply to sidewalk vending which is subject to regulation contained in Title 8 (Health & Safety) Chapter 8.10 (Sidewalk Vending)

13.50.040 Regulations for vending from vehicles.

It is unlawful for any person to sell or offer for sale, or operate any vehicle or conduct any business for the purpose of causing the sale of or offering for sale, any goods or merchandise from any vehicle parked, stopped or standing upon any public street, alley, parkway, sidewalk or other public property in the city except in accordance with all

applicable provisions of this code and in compliance with each of the following requirements:

A. Permit/License Requirements

1. Each operator of such mobile food truck shall possess and at all times display in conspicuous view upon each such vehicle a city business license issued, pursuant to Section 6.04.030 of the Placentia Municipal Code.

2. Each operator of such mobile food truck shall possess and at all times display in conspicuous view upon each such vehicle an unexpired and unrevoked vendor's permit pursuant to Chapter 13.50 of the Placentia Municipal Code.

3. Each operator of a mobile food truck shall possess a California seller's permit number pursuant to Section 6067 of the Revenue and Taxation Code.

4. Each mobile food truck operator causing the sale of or offering for sale any produce or other food item for which a food handler's permit or other health permit is required by law shall possess and at all times display such required permit(s) in conspicuous view upon such vehicle and shall also display the letter grade issued by the department of public health of the county of Orange. Mobile food truck operations shall comply with the California Retail Food Code (Health and Safety Code).

B. Vehicle/Equipment Restrictions/Requirements

1. Such vending shall be only by means of a vehicle duly registered and licensed by the state of California with an unladen weight of less than five thousand pounds.

2. No mobile food truck shall be equipped with amplified sound making devices that is used to draw attention to, or announce the presence of, such vehicle upon any public street. Nonamplified sound making devices shall be permitted for such purposes provided: (1) such sounds shall not be made while the vehicle is stopped, parking or otherwise in a stationary position; and (2) such sounds shall not be audible to a person with normal hearing for a distance of more than two hundred feet.

C. Health & Safety Requirements

1. All foods, beverages, utensils, and equipment offered for sale or utilized on vending vehicles shall at all times be protected from contamination and

pollution by dust, dirt, flies, vermin, rodents, animals, unnecessary handling, droplet infection, overhead leakage, insecticides, rodenticide, cleaning compounds, and other poisonous or deleterious substances, and all other forms of contamination.

2. Any mobile food truck operator or vendor using scales or any other weighing or measuring devices shall have all such scales and devices inspected and sealed by the weights and measures division of Orange County.

D. Location, Hours of Operation, Time Limits & Frequency

1. Mobile food trucks shall not be allowed within residential zones or parks.

2. No mobile food truck shall be parked, stopped, or left standing in any manner which blocks or impedes vehicular access to any driveway or restricts the free movement of other vehicles upon the public street.

3. No mobile food truck shall be located within two hundred feet of another mobile food vendor.

4. Vending from mobile food trucks shall be limited to only public streets, where the authorized speed limit is less than thirty-five miles per hour, and shall not be permitted upon any alley, parkway, sidewalk or other public property unless the vending is occurring at a community special event for which the food truck is under the umbrella of a community special events permit issued pursuant to the requirements of Chapter 23.81.015.

5. Vending is prohibited on public streets in any location without an unobstructed view of 200 feet in each direction.

6. No vending from a mobile food truck shall be permitted within sixty feet of any intersection of two or more public streets nor within five hundred feet of any public or private elementary, junior high or high school unless the vending is occurring at a community special event for which a community special events permit has been issued pursuant to the requirements of Chapter 23.81.015.

7. No vending from such vehicle shall be permitted for a period of time in excess of thirty minutes in any one location and said vehicle must be moved a distance of not less than one hundred feet between consecutive stops at which vending occurs unless the vending is occurring at a community special event for which a community special events permit has been issued pursuant to the requirements of Chapter 23.81.015.

8. Each ice cream truck which sells ice cream primarily to children and their parents shall be equipped with a sign mounted to the rear of the vehicle

warning of the presence of children. Said sign shall be in letters in sharp contrast to the background and shall be of such size, shape, and color as to be readily legible during daylight hours from a distance of fifty feet. The dimensions of the sign shall be eight-inches high by forty-eight inches (8" x 48") wide and shall state either, "Warning Children Present," or "Children Crossing." The ice cream truck shall be equipped with standard warning flashers.

9. Mobile food trucks must not occupy any accessible parking spaces or impede the required path of travel to any accessible parking spaces.

10. All mobile food trucks must be parked on asphalt, concrete, or other hard all-weather surface.

11. Mobile food trucks shall not require use of more than twenty-five (25) percent of existing parking spaces.

12. Frequency: Mobile food trucks shall be permitted, on each property, a maximum of no more than four (4) days per calendar week. Mobile food trucks may operate at different locations throughout the City.

13. Hours of operation. Mobile food trucks may operate at any time between the hours of 8:00 a.m. and 6:00 p.m. If the mobile food trucks are located on private property during the property owner's business hours, the mobile food truck may not occupy the required parking for the principal's use. If the mobile food truck is occupying required parking for the principal use, its operation must be during the principal use's nonpeak hours of operation.

14. Mobile food trucks shall not be parked on grass or dirt areas.

15. The maximum number of mobile food trucks per lot is limited as follows:

    1. Maximum of two mobile food trucks on lots of one-half acre or less;
    2. Maximum of three mobile food trucks on lots between one-half acre and one acre; and
    3. Maximum of four food trucks on lots greater than one acre.

E. Operation Requirements

1. Each mobile food truck shall be equipped with a trash receptacle of a size adequate to accommodate all trash and refuse generated by such vending.

2. Each mobile food truck vendor shall pick up and deposit in the trash receptacle on the vehicle any paper, cups, wrapper, litter, or other refuse of any kind which were a part of the goods or merchandise supplied from the vehicle and which have been left or abandoned within twenty-five feet of such vehicle on any public property other than in a trash receptacle provided for such purposes. No operator of a mobile food truck shall dispose of any trash or refuse in any such public or private trash receptacle other than a trash receptacle owned, operated, or otherwise provided by and under the control of such vendor.

3. No vending shall be permitted except after the vehicle has been brought to a complete stop and parked adjacent to the curb in a lawful manner.

4. Open flame cooking shall be prohibited on mobile food trucks.

5. No sales or service of alcohol or marijuana shall be allowed by mobile food trucks.

6. The owner or operator of a mobile food truck shall not connect the mobile food truck to a source of electricity, water, or sewer where the mobile food truck is operated.

7. No minor under the age of sixteen shall ride in or upon a mobile food truck when such vehicle is engaged in or about to be engaged in vending. The mobile food truck vendor or their designee must be present at all times while operating, except in cases of an emergency.

8. Mobile food trucks are prohibited from selling to individuals traveling within motor vehicles on a public street.

13.50.050 Application for vendor's permit—Contents—Required fee.

Any person desiring to obtain a vendor's permit to engage in the vending of goods or merchandise from a vehicle, or driving of such vehicle, pursuant to this section shall make application to the Director of Community Development or his/her designee. Such application shall be accompanied by a nonrefundable application fee in such amount as established by resolution of the city council. Any such permit shall be required to be renewed annually and a separate nonrefundable application fee paid yearly for such renewal application as established by resolution of the city council. Each applicant for a vendor's permit shall furnish the following information and documentation as part of or in conjunction with such application:

A. The present or proposed address from which the business is to be conducted and an address where the applicant consents to receive service of process. An acceptable address for this purpose shall include a post office box or private mailbox that complies with paragraph (2) of subdivision (b) of Business & Professions Code Section 17538.5.

B. The full true name under which the business will be conducted.

C. The full true name and any other names used by the applicant.

D. The present residence address and telephone number of the applicant.

E. California driver's license number of the applicant.

F. Acceptable written proof that the applicant is at least eighteen years of age.

G. The applicant's height, weight, color of eyes and hair, and date of birth.

H. A description of the goods or merchandise which the business will vend and a schedule of the applicant's proposed hours of operation, area/locations of operation.

I. The number of vehicles to be owned, operated, or controlled by the applicant and the makes, body styles, years, serial and engine numbers, state license plate numbers, and names and addresses of the registered and/or legal owners of each vehicle, along with a photograph of the vehicle(s).

J. A description of the logo, color scheme, insignia, and any other distinguishing characteristics of applicant's vehicles.

K. The full true names and residence addresses of all persons employed or intended to be employed or with whom the applicant has contracted or intends to contract as drivers and/or vendors and the respective capacities in which they will be employed, including the California driver's license number of all persons who will be employed or engaged as drivers of vehicles in conjunction with such business.

L. The business, occupation, or employment history of the applicant from the three-year period immediately preceding the date of the application.

M. The permit history of the applicant, for the three-year period immediately preceding the date of the filing of the application, including whether such applicant, in previously operating in this or any other city, county, state or territory, has ever had any similar license or permit, or franchise revoked or suspended, and if so, the circumstances of such suspension or revocation.

N. All criminal convictions, including pleas of guilty or nolo contendere, suffered by the applicant, including ordinance violations, and traffic offenses.

O. Such other identification and/or information as the Director of Community Development may require in order to discover the truth of the matters required to be set forth in the application.

P. Evidence of Commercial General Liability Insurance and an acknowledgement that the vendor will maintain this insurance throughout the duration of any vendor permit issued under this Chapter. Such General Liability Insurance shall provide or be endorsed to provide that the City and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies. Vendor agrees to oblige its insurance agent or broker and insurers to provide to the City with a thirty (30) day written notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal for each required coverage.

Q. An agreement by the vendor to defend, indemnity, release and hold harmless the city, its city council, boards, commissions, officers and employees from and against any and all claims, demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including without limitation attorney's fees, disbursements and court costs) of every kind and nature whatsoever which may arise from or in any manner relate (directly or indirectly) to the permit or the vendor's sidewalk vending activities. This indemnification shall include, but not be limited to, damages awarded against the city, if any, costs of suit, attorney's fees, and other expenses incurred in connection with such claim, action, or proceeding whether incurred in connection with such claim, action, or proceeding whether incurred by the permittee, city, and/or the parties initiating or bringing such proceeding.

R. When any change occurs regarding the written information required by Chapter 13.50, prior to issuance of a permit, the applicant shall give written notification of such change to the Director of Community Development or his/her designee within two weeks after such change.

13.50.060 Investigation of applications.

The city Director of Community Development or his/her designee shall refer all applications for vendor's permits made pursuant to this chapter to the police department for investigation and recommendation. The police department shall have a reasonable period of time within which to investigate the application and background of the applicant for a vendor's permit. The police department shall, within thirty days after the date of the filing of the application, render a written recommendation to the city business license department as to approval or denial of the application for the permit based upon the criteria set forth in Section 13.50.040 and 13.50.050.

13.50.070 Issuance of permit.

The Director of Community Development or his/her designee within ten days after receiving the aforementioned recommendation of the police department shall grant the vendor's permit only if it finds that all of the following requirements have been met:

A. The required fees have been paid.

B. The application conforms in all respects to the provisions of this chapter.

C. The applicant has not made a material misrepresentation of fact in the application.

D. The applicant has not had a similar permit denied or revoked by the city within a period of one year prior to the date of such application.

E. The applicant if an individual; or any of the directors, officers or stockholders holding more than five percent of the stock of the corporation; or any of the partners, including limited partners, or profit interest holder, manager or other person principally in charge of the operation of the existing or proposed business of vending from a vehicle or a natural person employed or contracted with to be a driver or vendor has not been convicted or pleaded nolo contendere or guilty within five years prior to his or her application for a permit to a misdemeanor or felony crime of moral turpitude or drug-related misdemeanor or felony crime, including, but not limited to: the sale of a controlled substance specified in California Health and Safety Code Sections 11054 through 11058; the sale, distribution or display of harmful or obscene matter; indecent exposure; or in the case of applications for a vendor's permit by a person who will be a driver of a vehicle pursuant to this section, alcohol or drug-related traffic offenses. The investigating city employee is specifically authorized to obtain state summary criminal history record information as provided for in California Penal Code Section 11105. Any complaint for the above-listed charges pending before a court of law shall cause the application to be considered pending until adjudication of the complaint.

13.50.080 Denial of permit.

If the Director of Community Development or his/her designee does not find that all of the requirements set forth in Sections 13.50.050, 13.50.060 and 13.50.070, as applicable have been met, the Director of community development or his or her designee, shall deny the application for the vendor's permit. In the event the application for the permit is denied by the Director of Community Development, written notice of such denial shall be given to the applicant specifying the ground or grounds of such denial. Notice of denial of the application for the permit shall be deemed to have been occurred on the date it is personally served on the applicant or when deposited in the United States mail with postage prepaid and addressed to the applicant at his or her residence address as set forth in the application for the permit.

Any applicant whose application for a vendor's permit has been denied by the Director of Community Development may appeal such denial to the hearing officer by

filing a written notice of appeal within ten days following the date of service of the decision. The letter/notice shall be accompanied by a processing fee as established by city council resolution. The date of filing of said notice of appeal shall be the date said notice is received by the city clerk.

No person or entity whose permit is finally denied shall be eligible to apply for a new permit for a period of one year following such final denial.

13.50.090 Revocation of permit.

Any vendor's permit may be revoked by the Director of Community Development or his/her designee for good cause shown including but not necessarily limited to any of the following reasons:

A. Falsification of any information supplied by the permittee upon which issuance of the permit was based.

B. Failure of the permittee, or any employees or subcontractors of the permittee, to comply with the regulations set forth in this section.

C. Conviction of a violation, or a plea of guilty or nolo contendere, by the permittee, or any employee, subcontractor or independent contractor of the permittee, of any state law, county health department regulation or municipal ordinance while in the course of conducting vending operation from a vehicle pursuant to the permit.

D. Conviction of a violation, or pleas of guilty or nolo contendere, by the permittee of any applicable provision or requirement of this section.

E. No such revocation shall become effective until expiration of the appeal period specified in Section 13.50.100. Notification of the permit holder shall be made either by personal delivery or by certified or registered mail, return receipt requested, addressed to the permit holder at such permit holder's residence address as set forth on the application for a permit. Services shall be deemed made on the permit holder on the date personally delivered or on the date of mailing. A permit holder may appeal such revocation to the hearing officer by filing a written notice of appeal with the Director of Community Development within ten days following the date of service of such decision. The date of filing of said notice of appeal shall be the date said notice is received by the Director of Community Development. If a timely appeal is filed, the revocation shall be stayed pending the decision of the hearing officer. Otherwise, the suspension or revocation shall become effective immediately upon expiration of said appeal period.

F. No person or entity whose permit is revoked shall be eligible to apply for a new permit for a period of one year following such revocation.

13.50.100 Appeals.

Upon receipt of a timely appeal pursuant to Sections 13.50.080 and 13.50.090, the hearing officer, or his/her designated representative, shall hear such appeal within twenty days following the date of such appeal and shall give the appellant not less than five days' advance notice of the date of such hearing. The decision of the hearing officer shall be based upon the same criteria as set forth in this chapter which are applicable to the issuance or revocation of such permit. The appellant shall be notified of the decision of the hearing officer by mailed, written notice. The decision of the hearing officer shall be final. No revocation of a permit pursuant to this section shall be deemed effective during the pendency of a timely filed appeal until the date of mailing of the hearing officer's decision.

13.50.110 Exemptions.

The requirements of this chapter shall not apply to:

A. Any person delivering any goods or merchandise by vehicle where such goods or merchandise has been ordered in advance for such delivery from any business located at a permanent location and which goods or merchandise is being delivered from such location to the customer by vehicle, regardless of the point of sale thereof.
B. Any person engaged in the vending of goods or merchandise on public property where such person has been authorized by the city to engage in such activity by a permit, lease, real property license, agreement or other entitlements issued by the city for such purpose.
C. A contractual or other private arrangement between a mobile food truck and an individual or group that wishes to have food catered to a specific location and which is not open to the public.

13.50.120 Impounding unlawfully parked vehicles.

All police officers and parking control officers are authorized and empowered to remove or cause to be removed all vehicles parked, caused to be parked, or left parked upon any street or public parking lot or area contrary to the provisions of this chapter, or illegally parked, and to store the vehicle, and the owner or operator of the vehicle shall be liable for any reasonable towing and storage charges.

8.50.130 Impoundment and seizure of goods—Procedure.

A. Upon the citation or arrest of any person for violation of Section 13.50.030 or 13.50.040, the city may seize and impound all perishables and nonperishable goods in the possession of such person.

B. Following citation or arrest for violation of Section 13.50.030 or 13.50.040, any unlicensed person or vendor shall sign a declaration which shall declare, under

penalty of perjury, the name and contact information of the rightful owner of the seized goods.

C. The city shall make a reasonable attempt to contact the rightful owner of any seized perishable goods, if other than the unlicensed person or vendor arrested or cited, in order to provide such rightful owner with an opportunity to retrieve the goods within twenty-four hours. Such rightful owner, as set forth in the declaration described in subsection B of this section, must present valid identification to the Director of Community Services or his/her designee before the city will release any seized goods. If the unlicensed person or vendor claims to be the rightful owner of the seized perishable goods, said person or vendor shall, as a condition precedent to retrieval of any perishable goods, present valid identification to the city's Director of Community Services or his/her designee, and shall sign the declaration described in subsection B of this section declaring him or herself to be the rightful owner of the same. In such case, the city shall provide said person or vendor the opportunity to either:

1. Contact, with one phone call, which one phone call shall be in addition to any other phone calls permitted by law to an arrestee, another individual to pick up the seized perishable goods, provided that the goods must be picked up within twenty-four hours; or

2. Sign a release allowing the city to immediately discard or donate such seized perishable goods.

D. Prior to releasing, disposing, or donating any perishable goods seized pursuant to this section, the city shall inspect and take photographs and any necessary samples of such goods to maintain as evidence.

E. The owner of any goods impounded or seized may request an impoundment hearing before a hearing officer appointed by the Development Services Director or designee. If perishable food items are seized, the enforcement officer may dispose of the perishable items immediately. By the end of the next business day following impoundment, the owner of the cart will be contacted at the telephone number given to the enforcement officer at the time of the citation or arrest, and the non-perishable items will be released to the owner upon proper proof of ownership, presentation of a business tax certificate, and the payment of all towing and administrative costs incurred as a result of the violation. Any unclaimed items will be considered abandoned and forfeited to the city ninety days after the city calls the owner to retrieve the impounded items, and the city may destroy or otherwise dispose of the impounded items pursuant to law.

F. Nothing contained in this section shall limit the ability of the city to cite the rightful owner of such seized perishable goods of this chapter.

G. The Director of Community Services, or designee, may adopt reasonable rules and regulations, not inconsistent with this chapter, in order to implement this chapter.

SECTION 4. Environmental Compliance: Pursuant to the provisions of the California Environmental Quality Act ("CEQA") (California Public Resources Code Sections 21000 et seq.) and State CEQA guidelines (Sections 15000 et seq.) the ordinance is not a "project" and further, that it can be seen with certainty that there is no possibility that the ordinance in question may have a significant effect on the environment, either directly or indirectly, and that therefore no environmental review under the CEQA is required, pursuant to CEQA Guidelines Section 15061 (b)(3).

SECTION 5. Severability: If any section, paragraph, sentence, clause, phrase or portion of this ordinance is held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed severable and such holding shall not affect the validity of the remaining portions hereof. The Mayor and City Council of the City of Placentia hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed, and the balance of the ordinance be enforced.

SECTION 6. The Mayor shall sign and the City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same, or the summary thereof, to be published and posted pursuant to the provisions of law and this Ordinance shall take effect thirty (30) days after passage.

INTRODUCED at a regular meeting of the City Council of the City of Placentia held on _____ __, 2023.

PASSED, APPROVED AND ADOPTED this ____ day of ____, 2023.

_____
Ward L. Smith, Mayor

ATTEST:

_____
Robert S. McKinnell, City Clerk

I, Robert S. McKinnell, City Clerk of the City of Placentia, do hereby certify that the foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Placentia, held on the _____ day of _____ 20___ and adopted at a regular meeting of the City Council of the City of Placentia, held on the ___ day of _____, 201__ by the following vote:

AYES: Councilmembers:
NOES: Councilmembers:
ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

_____
Christian L. Bettenhausen, City Attorney

Placentia City Council
AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DEPUTY CITY ADMINISTRATOR / ADMINISTRATION

DATE: NOVEMBER 21, 2023

SUBJECT: **STUDY SESSION: REVIEW PROPOSED UPDATES TO THE COMMITTEE COMMISSION AND ADVISORY BOARD MANUAL**

FISCAL IMPACT: NONE

SUMMARY:

Based on the approved Five-Year Strategic Plan adopted by the City Council on May 10, 2022, the goals and objectives included Goal 8: to Improve City Governance by updating the Administrative Policy Manual for Ad Hoc Committees. Per this direction, the City retained the services of Kelly Associates Management Group to assist with updating the Committee Commission and Advisory Board Manual to reflect Council's direction for improved communications as well as better defined roles and responsibilities for board and commission members. The Committee Commission and Advisory Board Manual was initially adopted by the City Council in 1982 and has subsequently received six amendments, with the latest adoption occurring in 2009. This item seeks Council approval of proposed updates to the Committee Commission and Advisory Board Manual.

RECOMMENDATION:

It is recommended that the City Council take the following action:

1. Receive and file the Staff Report and Presentation; and
2. Ask any questions of Staff; and
3. Review, discuss and make any recommendations for updates to the Committee Commission and Advisory Board Manual; and
4. Direct Staff to return to the City Council to formally adopt a Resolution updating the Committee Commission and Advisory Board Manual.

3.a.
Nov 21, 2023

STRATEGIC PLAN STATEMENT:

This item is consistent with the City Council approved 5-Year Strategic Goal to:

Improve City Governance, as Objective Number 8.4 to update the Administrative Policy Manual for Ad-Hoc Committees. This agenda item will specifically result in updating the Committee Commission and Advisory Board Manual in line with best practices for public involvement under state and local laws.

DISCUSSION:

Based upon the approved Five-Year Strategic Plan adopted by the City Council on May 10, 2022, the goals and objectives included Goal 8: to Improve City Governance by updating the Administrative Policy Manual for Ad-Hoc Committees. Per this direction, the City retained the services of Kelly and Associates to assist with the updating the manual to reflect Council's direction for improved communications as well as better defined roles and responsibilities for board and commission members.

The proposed changes to the Committee Commission and Advisory Board Manual include:

- Significant editing, re-formatting, and re-organizing
- Updated active Commission, Committees and Ad-Hoc Committees and their roles and responsibilities
- Removal of disbanded Commission, Committees and Ad-Hoc Committees
- Policy discussion and feedback regarding certain Ad-Hoc Committees

Annual reviews will be conducted by City Staff should the need arise to make Council amendments as necessary.

FISCAL IMPACT:

There is no fiscal impact associated with this report.

Prepared by:

Jeannette Ortega
Deputy Director of Administrative Services

Reviewed and approved:

Rosanna Ramirez
Deputy City Administrator

Reviewed and approved:

Damien R. Arrula
City Administrator

Attachments:

1. Draft Resolution No. R-202X-XX__ –
2. Committee Commission and Advisory Board Manual
3. Presentation

RESOLUTION NO. R-202X-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, ADOPTING THE UPDATED COMMITTEE COMMISSION AND ADVISORY BOARD MANUAL

A. Recitals.

(i). Local government works best when community members and government make decisions collaboratively. Robust public engagement is essential to sustaining this partnership.

(ii). The City of Placentia depends on many boards, commissions, and advisory committees to gather information, weigh public opinion, and examine issues in depth in order to render a sound recommendation to the Council.

(ii). The City of Placentia has a variety of advisory bodies (boards, commissions and committees) that provide valuable guidance to the City Council on a wide variety of topics.

(iii). The City has updated its Committee Commission and Advisory Board Manual for the establishment and dissolution of advisory bodies, including updating its existing list of advisory bodies.

(iv). Citywide guidelines advance meaningful public involvement, provide consistency and clarity on the role of advisory bodies, and give community members greater confidence in the value of their service.

(v). The City Council of the City of Placentia previously adopted Ordinance No. O-2009-0, which authorizes the approval of adopting resolutions for policies, rules and regulations pertaining to advisory bodies.

(vi). The updated Committee Commission and Advisory Board Manual is applicable to all advisory bodies established by the City Council.

B. Resolution.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PLACENTIA DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:

1. In all respects as set forth in the Recitals, Part A., of this Resolution.

2. This legislative body declares that the City has taken affirmative steps to update the Committee Commission and Advisory Board Manual in line with best

practices for public involvement under state and local laws and hereby adopts the updated Committee Commission and Advisory Board Manual attached as Exhibit A.

3. The Mayor shall sign this resolution, and the City Clerk shall attest and certify to the passage and adoption thereof.

PASSED, ADOPTED AND APPROVED this __st day of _____ 202X.

_____
Ward L. Smith, Mayor

Attest:

_____
Robert S. McKinnell, City Clerk

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Robert S. McKinnell, City Clerk of the City of Placentia, do hereby certify that the foregoing resolution was adopted at a regular meeting of the City Council of the City of Placentia held on the __st day of _____ 2023 by the following vote:

AYES: Councilmembers:
NOES: Councilmembers:
ABSENT: Councilmembers:
ABSTAIN: Councilmembers:

_____
Robert S. McKinnell, City Clerk

Approved as to Form:

_____
Christian L. Bettenhausen, City Attorney

CITY OF PLACENTIA

COMMITTEE COMMISSION & ADVISORY BOARD MANUAL

DRAFT



City of Placentia
401 E. Chapman Avenue
Placentia, CA 92870
www.placentia.org



MISSION STATEMENT

The City Council is committed to keeping Placentia a pleasant place by providing a safe family atmosphere, superior public services and policies that promote the highest standards of community life.

VISION STATEMENT

The City of Placentia will maintain an open, honest, responsive and innovative government that delivers quality services in a fair and equitable manner while optimizing available resources.

CITY FACTS

Incorporated in 1926, Placentia has grown to over 51,000 residents. Operating as a Charter City since 1965, the City is governed by a five-member City Council which is elected by the people from five districts for four-year terms. The City Council establishes policies, makes laws and ordinances, and generally carries out the powers given to them in the Charter. The City Council appoints a City Administrator that functions as a Chief Executive Officer for the City of Placentia.

Placentia's size is 6.6 square miles

Compiled by the Office of the City Clerk

of the

City of Placentia

ADOPTED BY THE CITY COUNCIL

6/1982

REVISIONS

10/97, 11/2000, 5/2005, 5/2007, 9/2008, 7/2009, 11/2023

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I. INTRODUCTION

This Committee Commission and Advisory Board Manual has been prepared in order to provide initial orientation for new members of advisory bodies to the City Council. The obligations of these positions are great, and it is hoped that this Manual will ease the assumption of these responsibilities.

For convenience and brevity, all references to commissions hereafter include all advisory bodies, whether officially designated as a board, commission, committee or Ad-Hoc committee. In all instances, appointment to such a body, regardless of its formal designation, is both an honor and a heavy responsibility. Not only does it signify the confidence of the City Council in the member's wisdom and judgment, but places upon the member the attendant duties of regular attendance at meetings and consistent working and voting towards an implementation of the general public interest. Such a change is, at times, not easily borne and necessary decisions not easily made.

Notwithstanding the self-discipline required in public service, each advisory body member may take considerable pride in being an integral part of the process which contributes to the sound government of this City, and for this service the City Council is most appreciative. Both the challenges and rewards before you are great. The following pages of this Manual are an introduction to the circumstances within which an appointed commissioner must meet these challenges.

As stated in the Code of Ethics and Conduct Policy adopted by the City Council on November 15, 2023, the citizens served by the City of Placentia are entitled to elected City Council Members, appointed officials, City employees, and members of commissions, boards and committees who are fair, ethical, and accountable. Such Council Members and related parties are required to pledge to this Code and shall constantly seek to reflect the following qualities:

- They comply with both the letter and the spirit of the laws and policies affecting operations of the City of Placentia;
- They are independent, impartial, and fair in their judgment and actions;
- They use their public office for the public good, not for personal gain; and
- They conduct public deliberations and processes openly, unless legally confidential, in an atmosphere of respect, civility and transparency.

II. THE STRUCTURE OF GOVERNMENT

A. FORM OF GOVERNMENT

Generally, there are two sources of power by which California cities govern themselves. One of these is to adopt, through the election process, a Charter or Constitution which sets forth the basis and authority for all future actions not in contradiction with pre-emptive State law. The other of these is to adhere to the provisions and requirements established as general law by the State for cities. Placentia falls within the first category and is classified as a Charter City. The Placentia Charter was adopted by the voters in 1965. Copies of the Placentia Charter are available from the City Clerk's Office or on the City's website.

The citizens have chosen a Council-Manager form of government. Under this form of government, the City Council develops a long-range vision for the City's future and establishes policies that affect the overall operation of the community. To ensure that these policies are carried out and that the community is equitably served, the City Council appoints a nonpartisan City Administrator to run the organization.

B. CITY COUNCIL

There are five elected members of the City Council. They are elected to serve four-year overlapping terms. The City Council elects the Mayor and Mayor Pro Tem to serve one-year terms. The Mayor is the presiding officer of the Council.

The City Council is the governing body of the City. It is vested with broad powers in areas of legislative policy, budgetary adoption and establishment of service levels. The City Council, elected ~~at large~~from five districts established by Ordinance, represents the entire community, and serves as the Placentia City Council, Placentia City Council as Successor to the Placentia Redevelopment Agency, Placentia Industrial Commercial Development Authority and Placentia Public Financing Authority.

It is not possible for each Councilmember to know all pertinent factors of every given situation or to devote sufficient time to gather them. For counsel and advice on the practical application of established policy, reliance is placed on the service of interested citizens appointed to the various commissions. For technical and administrative assistance, both the Council and the commissions refer to a paid City staff and the City Attorney.

C. COMMISSIONS, BOARDS AND COMMITTEES

There are two types of advisory bodies. One is established by the City Charter or by ordinance and is of a permanent nature. The duties, responsibilities, and scope of authority are as set forth in the enabling document. The other is created by a resolution or minute order of the Council to serve a particular function and may be established for a specified time.

In both instances the primary purpose of these bodies is to gather information, weigh public opinion, and examine issues in depth in order to render a recommendation to the Council. From time to time, it is possible for such body to take independent action. These situations, however, are subject to prescriptions of the City Charter, Municipal Code, or State law and limited to specific actions set forth therein.

An Ad-Hoc Committee may be created for a limited duration to address or help resolve an issue, develop ideas and make recommendations to the City Council. The Ad-Hoc Committee is a temporary group of people who are brought together to perform a specific task. When an Ad-Hoc Committee is created, its members are assigned specific roles and responsibilities. The members should provide a diverse set of perspectives when gathering information, researching the information and making a clear and sound recommendation to the City Council. Once the Ad-Hoc Committee provides a final report to the City Council, the Ad Committee is dissolved.

A brief description of commissions, boards and committees, and their primary functions, are contained in the appendix. Additional information is available from the City Clerk's Office.

D. OFFICERS, DEPARTMENTS, AND STAFF

City Administrator: Responsibility and authority for the administration of the City's government rests with the City Administrator. He/she is appointed by, and serves at the pleasure of the Council. He/she appoints department heads and employees necessary to assist them in the conduct of their duties.

City Attorney: In addition to the City Administrator, the City Council appoints the City Attorney. The City Attorney is retained to advise the Council on questions of law in those matters coming before them and to represent the City in other actions to which it is a party or as otherwise may be requested.

City Clerk: The position of the City Clerk is an elected office established by the City Charter. The City Clerk attends all meetings of the City Council, unless excused, and records and maintains a full and true record of all proceedings of the City Council. The Clerk maintains ordinance and resolution books, is the custodian of the seal of the City, administers oaths or affirmations, takes affidavits and depositions pertaining to the affairs and business of the City, and certifies copies of official records.

City Treasurer: The position of City Treasurer is an elected office established by the City Charter. The City Treasurer is the custodian of all public funds belonging to or under the control of the City.

Departments: The administrative branch of Placentia's government consists of functions and activities within the following departments: Administration, Finance, Public Works/Engineering, Police, Fire and Life Safety, Community Services, and Development Services.

Department Directors, under the direction of the City Administrator, are responsible for the efficient and effective operation of the functions assigned to them. By virtue of their technical training and experience, they are assigned to provide staff assistance as needed to the advisory bodies. Advisory bodies have no authority to supervise or direct the work of a department. This is done only through the City Administrator.

III. MEMBERSHIP

A. APPOINTMENTS

1. To Commissions

After application and interview, commission appointments are made by a majority vote of the Council for a specified term. Memberships and terms are set by Ordinance or Resolution and is usually four years.

Each member must be administered the oath of office by the City Clerk, City Attorney, Commission secretary, or a member of the commission. Each commission member is required to complete a Statement of Economic Interest form, AB1234 Ethics Training, payroll forms required by ~~Personnel~~Human Resources, attend the mandatory annual orientation and training and adhere to the Code of Ethics and Conduct adopted by the City Council on November 15, 2022.

2. To Boards, Committees and Ad-Hoc Committees

Appointment to boards and committees varies based on Council established guidelines. Requirements for each board and committee varies dependent upon responsibilities and duties.

B. RESIGNATIONS AND REMOVALS

In the event a member is unable to continue serving because of health, business requirements or personal reasons, a formal letter of resignation should be submitted to the City Council by way of the City Clerk's office or the respective Department.

The position of any member is automatically vacated under the following circumstances:

1. A member ceases to meet the qualifications for office.
2. A member's resignation is accepted by the City Council.
3. A majority of the City Council removes the member from a commission, board or committee.
4. A member is absent from three (3) consecutive meetings of the commission, board or committee except when excused for illness or being out of the City.

C. VACANCIES

Commission and Advisory Board vacancies are filled by appointment of the City Council. Appointments made during a term shall be for the unexpired portion of the term of the vacant position.

IV. OFFICERS AND STAFF

A. OFFICERS

In July of each year, each commission, board and committee will elect from among its membership a chairperson and a vice-chairperson. The term is for one year. It is the duty of the chairperson to preside over meetings and to act as the formal representative to the Council. The vice-chairperson assumes chairperson responsibilities in the absence of the chairperson.

C. STAFF AND SECRETARIAL SERVICES AND RECORDS

A staff liaison or secretary may be assigned by the City Administrator to provide assistance to the commission, board or committee, if appropriation for this is made by the City Council. The minutes and other official records of a commission are public records and must be filed with the City Clerk.

D. EXPENSES

Necessary meeting space and equipment will be made available to the commission, board or committee. Additional work areas may be arranged through the commission secretary or other assigned City Staff, when special projects so require. If a budget is provided, the commission, board or committee is required to operate within budgetary limitations, with all expenditures requiring prior approval and documentation.

E. TRAVEL & MEETING ALLOWANCES - COMMISSIONERS

Attendance by commissioners at pertinent meetings, seminars or conferences is subject to prior City Council approval. The chairperson, vice-chairperson, and one additional commissioner are permitted to attend conferences. For the third attendee, the commissioner with the highest seniority has the first opportunity to attend a conference; and the commissioner with the second highest seniority may attend the second conference; and so on until all commissioners have attended a conference. The process then starts over again with the person with the highest seniority. In the event any of the three members should be unable to attend a conference, another commissioner shall be afforded the opportunity, again based on seniority. (City Policy No. 344)

Notwithstanding the above, a commissioner must have attended 75% of the regular commission meetings during the six months prior to the conference in order to attend. Conferences are limited to those held within the State of California. Travel expenses are provided per City policy on the same basis as provided for management staff subject to budget approval.

V. MEETINGS, AGENDAS, MINUTES AND PROCEDURE

A. REGULAR MEETINGS

Commissions, boards and committees should establish meetings as required for the purpose of the body. Meetings shall be open to the public. All such meetings are generally held in City Hall, but may be adjourned from time to time to meet elsewhere within the City for specific purposes.

Agendas and minutes shall be prepared, posted and maintained in accordance with all laws and policies of the State of California and the City.

B. ADJOURNED MEETINGS

If for any reason, the business to be considered at a regular meeting cannot be completed, the commission, board or committee then may designate a time and date for an adjourned meeting. Any matter to have been considered at the regular meeting may be processed at an adjourned meeting. But in order to so adjourn, it is necessary that this be announced to the public present at the time of adjournment and so recorded in the minutes. A notice of an adjourned meeting shall be prepared and posted as required by law.

C. SPECIAL MEETINGS

A special meeting may be called by the chairperson or a majority of the members. Care must always be taken when this is done so that adequate advance notice is given. Such notice requires that all interested parties be notified and a notice be posted at least 24 hours in advance of the special meeting. Interested parties include the City Council, the City Clerk, all members of the commission, board or committee and those news media who have filed a written request. The notice must contain the time and place for such a meeting and the specific subject matter(s) to be considered. Introduction of other items at a special meeting is prohibited.

D. SUBCOMMITTEES

The chairperson may appoint special subcommittees of less than a quorum of the commission who then may meet at the convenience of the subcommittee members to carry out the purpose of the subcommittee. Subcommittees may meet without public

notice or input. However, any recommendation of a subcommittee shall be presented for discussion and vote at a public meeting of the commission, board or committee.

E. QUORUM

A quorum consists of a majority of the members of any one body. A quorum is required for the conduct of business at any meeting whether it is a regular, adjourned or special meeting. Members are expected to be present at all meetings, however, should a member know in advance that attendance would be impossible, the member should notify the commission secretary or chairperson as soon as possible.

In the event a majority of the commissioners scheduled to meet will not be present to ~~allow for~~establish a quorum, the City Administrator's office, City Councilmembers and representatives of the news media who have filed written requests for same should be notified by telephone or e-mail. A notice should be posted indicating the meeting cancellation or adjournment due to a lack of a quorum. The date and time of the adjourned meeting should be included on the posted notice.

F. AGENDAS

Each commission, board or committee has an assigned staff liaison serving as secretary. The secretary is responsible for the preparation and distribution of an agenda and supporting documents prior to each meeting. Agendas must be posted 72 hours before a regular meeting.

Materials for an agenda are submitted to the secretary no later than five (5) days prior to the meeting. Agendas, with supporting documents, are available for pick up by members at least three (3) days prior to the actual day of the meeting. Supporting documents include, but are not limited to, reports, memoranda, maps, photographs and correspondence.

Commission, board and committee members, the Council and the news media should be kept well informed of all matters to be discussed at a public meeting. While it is recognized that there may be exceptions to the rule, the persons responsible for preparing an agenda should make every effort to see that items to be discussed are carried on the agenda. Only those items appearing on the agenda should be considered at each meeting. However, on two-thirds vote of those members present or unanimous vote if less than two-thirds of the members are present, may allow other items to be introduced and action taken, if urgency exists and delay would be harmful to the public interest.

G. MINUTES

Minutes are taken of all commission, board and committee meetings, transcribed and usually mailed out or e-mailed with the next agenda to the members, Councilmembers, and representatives of the news media who file written requests for same.

The approved minutes are the vehicle through which the commission, board or committee as a whole or its individual members express their interest or opinion. The minutes are submitted to the City Council and placed on file with the City Clerk for public access. While other avenues exist for communication of interest or opinion, the meeting minutes remain the official document of record.

H. PROCEDURE

Robert's Rules of Order

Each commission, board or committee may adopt such rules and procedures as it feels necessary to accomplish its duties. Such rules are subject to City Council approval before becoming effective. In the absence of such rules, the guidelines on parliamentary procedure contained in Robert's Rules of Order Newly Revised (RRONR) will be followed ~~(RRONR)~~. The ~~Newly Revised (RRONR)~~RRONR ~~-~~provides a useful set of rules of conduct of meetings. The goal of the rules is to permit each member of the body an opportunity to be heard and to provide an orderly process for decision-making. A brief description of the parliamentary process used by RRONR follows.

A MOTION is a proposal that the body take a certain action or "go on the record" as having taken a certain stand on an issue. Motions need to be concise and should be stated positively (e.g., "I move to deny…" rather than "I move to not approve…"). The motion needn't contain its rationale. Sometimes makers of motions give their reasons for the proposal as if it were part of the motion. The integration of debate into the motion tends to confuse the proceedings.

Once a motion is made, it must be SECONDED. If it is not seconded, it dies without any debate. If seconded, the motion may be DEBATED, unless there is no debate or it is a type of motion, which is not subject to debate. Finally, following debate (if any), the motion is subjected to a VOTE.

A motion must be in ORDER for the body to entertain it. That means that the motion must relate to the business at hand and be presented at the appropriate time. In addition, the practice of "friendly amendments," which are offered to the maker of the motion, and which, if accepted by the maker and the seconded, effectively amend the motion without the formality of a separate motion.

The most important element in the RRONR may be that everyone know and understand the rules in advance. After all, rules of procedure are intended to facilitate, not complicate, the transaction of business.

VI. IMPOSED RESTRAINTS

Certain limitations have been placed upon the powers of the City Council and its appointed commissions, boards and committees by statutory and case law. In certain instances, application of these restraints may be crucial in the government process. In instances of doubt, the opinion of the City Attorney should be sought.

A. CONFLICT OF INTEREST - COMMISSIONERS

Generally, it is unlawful for a commission member to have an interest in any City contract, sale, purchase, finding or transaction in which the member is involved in a business or personal capacity. Conflict of interest may disqualify the commission member and may result in additional penalties. Any specific concerns should be directed to the Office of the City Attorney.

B. PUBLIC RECORDS LAWS

The Government Code of the State of California provides that all official records of the City are generally open to inspection to any interested ~~citizen~~ person at reasonable times. Exceptions to this law are ~~only~~ limited to those records specified in the California Public Records Act relating to private matters including litigation, personnel, and other topics where ~~legal action in which the City is a party or personnel matters, and the~~ disclosure of such records would not be in the public interest. All minutes and supporting documents are public records and must be available for public review ~~with the commission, board or committee secretary or the City Clerk's Office~~.

C. SECRECY - THE BROWN ACT

The Ralph M. Brown Act is the law which provides that any ~~City board~~"legislative body", whether City Council, commission or official committee thereof, shall hold any meeting at which action is taken other than at a duly called and regularly held meeting, notice of which is provided by either resolution or ordinance or by adjournment of a prior meeting. A "meeting" takes place whenever a quorum is present and official business is considered or ~~conducted~~discussed.

Caution should be exercised, if it happens that a quorum of members gathers at a public or private place, so that such will not be interpreted as a meeting. Official business of the commission should not be discussed. The ~~provisions of this act~~Brown Act does not ~~are not construed to~~ apply to obvious social gatherings where no ~~commitment~~ official discussion or action is made relative to the affairs of the City.

D. DISCRIMINATION AND EQUAL PROTECTION

All rules, regulations, laws, services and facilities must apply equally to all persons and favor shall not be given to any segment of the community. Similarly, all laws and

ordinances of the City must afford equal protection to all facets of the community, unless the purpose of a City action requires special classification of the community.

E. DUE PROCESS

All governmental procedures and processes must allow any affected party a right to be heard, and an opportunity to offer testimony on the question at issue in the matter involved. Unfair determinations based on bias, or refusal to permit an opportunity to be heard, etc. may invalidate actions.

F. REASONABLENESS

Every action of municipal government must be reasonable; or, otherwise stated, not capricious, extreme, arbitrary or abusive. Simply stated, actions must be ~~fit and appropriate to the end in view~~justified by a rational basis.

G. USE OF PUBLIC PROPERTY

Public property, equipment and facilities may not be used for private or personal purposes. Facilities, equipment and supplies provided by the City are to be used for official functions only.

H. TICKET DISTRIBUTION POLICY

In December 2008, the Fair Political Practices Commission ("FPPC") amended Section 18944.1 of the California Code of Regulations relating to tickets or passes to events distributed to, or at the behest of, public officials.

The City of Placentia City Council at the March 3, 2009 meeting approved Resolution No. R-2009-19, adopting a ticket distribution policy to conform with California Code of Regulations, Section 18944.1, as amended by the FPPC. A full copy of the City of Placentia's Ticket Distribution Policy is included with this Manual as Exhibit A.

I. CODE OF ETHICS AND CONDUCT

In November 2022 the City Council adopted the Code of Ethics and Conduct which states that the City of Placentia will operate and do business with the highest level of integrity, professional and personal responsibility. The purpose of the code is to encourage high standards of behavior by public elected and appointed officials to assist with decision-making and to increase public confidence in the institutions and officials that serve them.

J. AB1234 ETHICS TRAINING

State law requires local agency officials – including many commissioners, committee members and board members – to receive at least two hours of training in general

ethics principles and ethics laws relevant to their public service every two years (AB1234). Additional trainings may be required on a periodic basis.

VII. RELATIONSHIPS WITH COUNCIL, CITY STAFF AND OTHERS

A. COUNCIL RELATIONS

Commission, board or committee members should avoid discussing the recommendations of the body with individual Councilmembers once a vote is taken when such is for the purpose of exerting influence. Written communications from the commission, board or committee to the City Council in sufficient time to be placed on the agenda ~~are~~ is the ~~acceptable~~ preferred method for making recommendations to the Council.

The final authority and responsibility for public policy decisions rests with the City Council. The Council has appointed commissioners, board and committee members as advisors to them. This underlying philosophy makes it improper for an individual member of an advisory board to try to persuade the Council into the acceptance of a recommendation other than that voted by the majority. The role of an advisory board is to assist the Council in the formation of policy because the board is~~, having been~~ created only for the specific purpose of advising, being a guide to public opinion, and promoting specific projects in the community at large.

The Council has adopted a Code of Ethics and Conduct Policy on November 15, 2022, which states that “in keeping with their role as stewards of the public interest, members of Council shall not appear on behalf of the private interests of third parties before the Council or any board, committee, or commission or proceeding of the City, nor shall members of boards, commission or commissions appear before their own bodies or before the Council on behalf of the private interests of third parties on matters related to the subject matter jurisdiction of their bodies.”

B. STAFF RELATIONS

Staff personnel are assigned by the City Administrator to assist and act in a technical capacity to commissions, boards or committees. It is not expected that every staff recommendation will be followed; however, because of staff's technical knowledge, full consideration should be given to their recommendations. Just as any advisory board is held accountable to the City Council, so is staff to the City Administrator.

After staff makes a report or recommendation to a commission, board or committee (which recommendation may or may not be followed), they are at liberty to make the same recommendation to the City Council through the City Administrator, even though the advisory board may have taken a different position. Staff has been employed by the City Administrator to provide technical guidance. Staff members are obligated to make objective recommendations.

Failure of a staff member to provide expected or promised service to an advisory board is a basis for complaint to be brought to the attention of the City Administrator. Since staff personnel are directly responsible to the City Administrator, it is his/her responsibility alone to allocate their time and efforts in the best interest of the total City government, to investigate staff, and take appropriate personnel action when necessary.

C. RELATIONS WITH OTHER COMMISSIONS, BOARDS, AND COMMITTEES

In the areas where there is overlap of jurisdiction between various bodies, it is important that ~~liaison be developed~~coordination occur to ensure proper consideration of different viewpoints that may occur, and to minimize duplications or conflicts. Further, joint meetings with the City Council and other commissions, boards and committees may be mutually beneficial whenever two bodies are simultaneously addressing the same topics.

III. CONCLUSION

There is no desire on the part of the City Council or City staff to control any commission, board or committee member's independent thought or judgment. Appointments are made to these bodies by the Council based on judgment that those persons appointed have the knowledge, ability and interest and that their contributions will be of valuable assistance. All suggestions and ideas are most welcome, whether presented as an individual citizen, a member or a majority vote of an advisory board. However, membership on a commission, board or committee limits to a degree the freedom of advocacy before the City Council or other bodies on those issues that are to be considered by the member's commission, board or committee. The ~~corporate~~ collective recommendation of the commission, board or committee to the City Council may include the positions of all members.

A commission, board or committee is created as an advisory arm of the Council as the result of a policy decision. Each has been charged with certain responsibilities in specified areas and it is within these that the body should act. It may be that a member or minority of members of an advisory board may disagree with an established policy. This is part of the democratic process. In spite of conflicting viewpoints, this is the accepted process for addressing the issues and forwarding the majority opinion to Council or to accomplish the tasks assigned.

The City is proud of its citizen participation and extends a hearty welcome and thanks to all commission, board and committee appointees.

APPENDIX

PLACENTIA COMMISSIONS, BOARDS & COMMITTEES
DUTIES, MEETING DATES, AND TIMES

BLUE RIBBON COMMITTEE SENIOR/COMMUNITY CENTER

MEMBERSHIP

The Senior/Community Center Blue Ribbon Committee consists of nine (9) regular members who serve until removed or resign. All members are appointed by the City Council and serve at the discretion of the Council. The Committee is to be comprised of eleven (11) members: one (1) appointed from within each of the five (5) city Council districts; one (1) from the Parks, Arts, and Recreation Commission; one (1) from the Senior Advisory Committee and two (2) City Council members, and two (2) Members-At-Large.

MEETINGS

Regular meetings of the Senior/Community Center Blue Ribbon Committee are held at 6:30 p.m. on the third Wednesday of each month.

POWERS AND DUTIES

- Serves in an advisory capacity to the City Council on identifying the community needs for the proposed Senior/Community Center.

- Serves in an advisory capacity to the City Council on identifying the recommended design components for the proposed construction of a Senior/Community Center.

- Solicit input from the community on the proposed Senior/Community Center.

- Considers matters related to the needs and design of the proposed Senior/Community Center submitted by the City Council, staff or public and recommends courses of action where appropriate.

STAFF LIAISON

Director of Community Services and/or designated staff member(s)

CITYWIDE FIBER OPTIC AND SMART CITIES COMMITTEE

MEMBERSHIP

The Citywide Fiber Optic and Smart Cities Committee consists of two (2) regular members of the City Council and the City Administrator, Deputy City Administrator, IT Manager, and IT Specialist.

MEETINGS

Regular meetings of the Citywide Fiber Optic and Smart Cities Committee meets as needed.

POWERS AND DUTIES

- Review the Citywide Fiber Optic System and discuss matters with service providers.
- Reviews Smart Cities systems and meets with vendors to review their products.
- Serves in an advisory capacity to City Council on matters related to citywide fiber optic and smart cities systems and applications.

STAFF LIAISON

Deputy City Administrator

CIVIC CENTER JOINT USE COMMITTEE

MEMBERSHIP

The Civic Center Joint Use Committee consists of five (5) members, two (2) of which are appointed by the Board of Trustees of the Library District and three (3) of which are appointed by the City Council. The term of office is for four (4) years.

MEETINGS

Meetings of the Civic Center Joint Use Committee are held quarterly.

POWERS AND DUTIES

- The Civic Center Joint Use Committee serves as an Advisory Board to the City Council and the Library Board of Trustees on matters relating to the Civic Center.

STAFF LIAISON

City Administrator and Deputy City Administrator and/or designated staff member(s).

FINANCE AND INVESTMENTCOMMITTEE

MEMBERSHIP

The Finance and Investment Committee consists of five (5) members, the Mayor, Mayor Pro Tem, City Treasurer, City Administrator and Finance Director.

MEETINGS

Regular meetings of the Finance and Investment Committee are held at 5:30 p.m. quarterly on the fourth Thursday of the month in City Hall.

POWERS AND DUTIES

- Reviews the City's Investment Policy annually, review quarterly investment performance, and to consult with the City Treasurer regarding current investments and future investment opportunities.

- Assist in the development of five-year capital budgets and revenue projections.

- Review the annual budget and make recommendations to the City Council.

- Studies all fiscal issues and recommends possible improvements and economies.

- Issue reports to the City Council on the City's investment and financial conditions.

STAFF LIAISON

Finance Department staff member(s)

FINANCIAL AUDIT OVERSIGHT COMMITTEE

MEMBERSHIP

The Financial Audit Oversight Committee consists of five (5) members who serve for a period of three (3) years. Members are chosen from residents (18 years or over) of the City (residency requirement can be waived by City Council) who have knowledge of accounting/financial principles and it is desirable that they have experience in government accounting. All members are appointed by the City Council and serve at the discretion of the Council.

MEETINGS

Regular meetings of the Financial Oversight Committee are held at 7:00 p.m. quarterly the second Monday in City Hall.

POWERS AND DUTIES

- Serves in an advisory capacity to the City Council and City Administrator with their primary role being to provide an internal audit function.

- Assist with the development and issuance of a Request for Proposals from qualified audit firms to perform an internal review of selected financial activities and internal control procedures; to interview qualified proposers; to negotiate cost; and to report to the City Council with a recommendation for audit firm selection.

- Return to the City Council with recommendations for administrative policies and procedures.

STAFF LIAISON

Director of Finance and/or designated staff member(s)

HERITAGE FESTIVAL COMMITTEE

MEMBERSHIP

The Heritage Committee, consisting of nine members to be known as the Executive Board, has been established by the City Council, and shall have as its responsibility and purpose the planning and execution of the City's annual Heritage Celebration and related Heritage activities within the Community. The Committee may enlist the help and support of a variety of other volunteers to assist in carrying out its purpose. A Community Services Department staff member will attend Committee meetings as the City Liaison. The City Council shall approve the parade route, theme, budget, and addition or removal of an Executive Board member.

APPOINTMENTS AND VACANCIES

The nine members of the Heritage Committee Executive Board shall be appointed by the Mayor of Placentia, with consensus of the Placentia City Council. The nine member Executive Board shall consist of a majority of Placentia residents at all times (i.e. five or more members must be Placentia residents). Additional volunteers interested in assisting with sub – committee work must be added to the sub – committees by majority vote of the Executive Board.

CHAIRPERSON

In January of each year, the Committee shall select a Chairperson from the Executive Board members, by majority vote. The Chairperson shall be a resident of Placentia or have been a member of the Executive Board for a minimum of three years. The chairperson's responsibilities are top reside over meetings and to act as the formal Committee representative to the City Council.

OFFICERS

In addition to the office of Chairperson, each January the officers of 1St Vice Chairperson, 2nd Vice Chairperson, Treasurer, and Secretary, shall be selected from among the Executive Board by majority vote.

MEETINGS

The Committee shall hold a public monthly meeting at least once per month in a City facility. Meetings shall be posted and conducted in accordance with the California Ralph M. Brown Act. The attendance of a majority of the Committee's Executive Board.

HISTORICAL COMMITTEE

MEMBERSHIP

The Historical Committee consists of ten (10) regular members who are appointed by the City Council. Committee members typically are familiar with historic preservation principles and practices and have gained knowledge of Placentia history from either long-term residence and/or study and research.

MEETINGS

The Committee meets regularly at 6:00 p.m. on the fourth Tuesday of every month. Special meetings may be scheduled as needed.

POWERS AND DUTIES

- Serves in an advisory capacity to City Council on matters related to historical structures and/or sites located in Placentia.

- Nominates buildings, sites or districts within the City for designation as local landmarks per Policy No. 703.

STAFF LIAISON

Director of Development Services and/or designated staff member(s).

HISTORIC PRESERVATION COMMITTEE

MEMBERSHIP
The Historical Preservation Committee consists of two (2) regular members of the City Council and staff members in the Development Services Department. Committee members typically are familiar with historic preservation principles, land use, and have gained knowledge of Placentia history.

MEETINGS
The Historic Preservation Committee meets as needed.

POWERS AND DUTIES
- Serves in an advisory capacity to City Council on matters related to historical preservation in Placentia.

STAFF LIAISON
Director of Development Services and/or designated staff member(s).

HOUSING, COMMUNITY AND ECONOMIC DEVELOPMENT COMMITTEE

MEMBERSHIP
The Housing, Community and Economic Development Committee consists of two (2) regular members of the City Council and the City Administrator, Director of Development Services, Planning Manager and the Economic Development Senior Management Analyst.

MEETINGS
The Housing, Community and Economic Development Committee meets as needed.

POWERS AND DUTIES
- Serves in an advisory capacity to City Council on matters related to significant housing developments, land use regulations and building standards.

- Members review issues related to the City's general plans and zoning, housing, land use regulations, development, building standards and economic development policy.

STAFF LIAISON
Director of Development Services and/or designated staff member(s).

MEASURE U COMMITTEE

MEMBERSHIP
The Measure U Committee consists of five (5) members consisting of two (2) residents, City Treasurer, City Administrator and Finance Director.

MEETINGS
Regular meetings of the Measure U Committee are held at 5:30 p.m. quarterly on the fourth Thursday of the month in City Hall.

POWERS AND DUTIES
- Reviews the City's Measure U revenues and expenditures.
- Studies all fiscal issues related to Measure U funding.
- Issue reports to the City Council on the City's Measure U conditions.

STAFF LIAISON
Director of Finance Department

OLD TOWN PLACENTIA PARKING COMMITTEE

MEMBERSHIP

The Old Town Placentia Parking Committee consists of two (2) regular members of the City Council and the City Administrator, Director of Development Services, Transportation Manager and the Economic Development Management Analyst.

MEETINGS

The Old Town Placentia Parking Committee meets as needed.

POWERS AND DUTIES

- Serves in an advisory capacity to City Council on matters related to parking in Old Town Placentia.

- Initiates parking studies and impacts as needed in Old Town and presents findings and recommendations to the Placentia City Council.

STAFF LIAISON

Director of Development Services and/or designated staff member(s).

PARKS ARTS AND RECREATION COMMISSION

MEMBERSHIP

The Recreation and Parks Commission consists of five (5) regular members serving a term of office for four (4) years each. All members are appointed by the City Council.

MEETINGS

Regular meetings of the Recreation and Parks Commission are held at 6:30 p.m. on the second Tuesday of each month in City Hall.

POWERS AND DUTIES

- Acts in an advisory capacity to the City Council and the City Administrator on all policy matters pertaining to all parks presently established by the City Council and all future parks to be established by the City Council and on all recreational programs, cultural arts programs, health/wellness programs and special events for the community.

- Assists in the development of plans for seasonal and year-round recreation, arts, special events, and health and wellness activities and programs.

- Establishes rules and regulations, subject to the approval of the City Council, for the use of City parks and recreation facilities.

- Adopts a master plan for the development of each City park, subject to the approval of the City Council and reviews subsequent precise plans for conformance to the master plan.

STAFF LIAISON

Director of Community Services and/or designated staff member(s).

PLACENTIA COMMUNITY FOUNDATION

MEMBERSHIP

The Placentia Community Foundation consists of five (5) regular members. All members are appointed by the City Council and serve at the discretion of the City Council.

MEETINGS

Regular meetings of the Placentia Community Foundation are held at 8:30 a.m. on the fourth Monday of every month.

POWERS AND DUTIES

- The Placentia Community Foundation is a 501(c)(3) California non-profit public benefit corporation formed in 2009.

- The Foundation's mission is to support local non-profit organizations with grant opportunities.

- The Placentia Community Foundation is designed to assist and sponsor programs in the city of Placentia that further civic pride and enhance the community's cultural, recreational, social and historical interests.

- The financial need to support community programs expands annually. As organizational budgets constrict; the efforts of many are often needed to continue the variety of programs and activities that build civic pride and community spirit.

STAFF LIAISON

Deputy Director of Community Services.

PLACENTIA DISASTER COUNCIL

MEMBERSHIP

The Placentia Disaster Council consists of five (5) regular members who serve a term of office for four (4) years. All members are appointed by the City Council and serve at the discretion of the Council.

MEETINGS

Regular meetings of the Placentia Disaster Council are held as needed at Placentia City Hall.

POWERS AND DUTIES

- Title 11- Emergency Organization of the City of Placentia Municipal Code creates the Placentia Disaster Council (PDC) and designates the Mayor to serve as the Chair of the Disaster Council.
- Assist with updating the City's Emergency Operations Plan, Hazardous Mitigation Plan.
- Assist with disaster related table-top exercises and other work plan items associated with emergency management.

STAFF LIAISON

Emergency and Health Services Manager.

PLANNING COMMISSION

MEMBERSHIP

The Planning Commission consists of seven (7) members (per City Charter) appointed by the City Council. The term of office is for four (4) years.

MEETINGS

Regular meetings of the Planning Commission are held at 6:30 p.m. on the second Tuesday of each month in the City Council Chambers.

POWERS AND DUTIES

- After a public hearing thereon, recommends to the City Council the adoption, amendment or repeal of the General Plan, or any part thereof, for the physical development of the City.

- Exercises such control over land subdivisions as is granted to it by the City Council and by the laws of the State of California.

- Makes recommendations concerning proposed public works and for the clearance and rebuilding of blighted or substandard areas within the City.

- Exercises such functions with respect to zoning as may be prescribed by ordinance not inconsistent with the City Charter.

STAFF LIAISON

Director of Development Services and/or designated staff member(s).

PUBLIC FINANCING AUTHORITY OF THE PLACENTIA ENHANCED INFRASTRUCTURE FINANCING DISTRICT

MEMBERSHIP

The Public Financing Authority of the Placentia Enhanced Infrastructure Financing District consists of five (5) regular members consisting of two (2) members of the City Council, one (1) member of the County Board of Supervisors, and two (2) members of the community.

MEETINGS

Regular meetings of the Placentia Enhanced Infrastructure Financing District Public Financing Authority are held as needed.

POWERS AND DUTIES

- The Placentia Enhanced Infrastructure Financing District ("Placentia EIFD") was formed as a partnership between the City of Placentia and the County of Orange.
- The Placentia EIFD was established as a means to fund critical infrastructure of communitywide and regional significance with a focus on the Old Town Placentia Revitalization Plan area, by providing a means to capture property tax increment revenue ("T1") generated by new development within the district.
- The City and County formed the Public Financing Authority of the Placentia Enhanced Infrastructure Financing District ("PFA') to act as the governing body of the Placentia EIFD in accordance with EIFD statutes.

STAFF LIAISON

Director of Development Services and/or designated staff member(s).

SENIOR ADVISORY COMMITTEE

MEMBERSHIP

The Senior Advisory Committee consists of seven (7) members. The members will be appointed by the City Council with two (2) members being representatives from the Placentia Senior Center and five (5) at-large seniors. All members shall be 55 years of age or older.

MEETINGS

The Senior Advisory Committee meets quarterly on the third Wednesday of the month at 6:15 p.m. at City Hall.

POWERS AND DUTIES

- Act as liaison for all seniors in the City and advise on ways to enrich and enhance the health and quality of life of seniors in the community.
- Solicit input and act as a public forum for issues that affect seniors in the City.
- Provide advice based on input received to improve the programs, policies, and services provided to seniors. Identify barriers to access by seniors to City services and programs. Form partnerships in the community to educate, inform, and improve the quality of life for seniors.
- Assist with volunteer recruitment.
- Assist with the marketing of the Senior Center services, programs, and events.

STAFF LIAISON

Director of Community Services and/or designated staff member(s).

SEWER, UTILITY, RECYCLING AND REFUSE COMMITTEE

MEMBERSHIP

The Sewer, Utility, Recycling and Refuse Committee consists of consists of two (2) regular members of the City Council and the City Administrator, Deputy City Administrator, Senior Management Analyst in Public Works and the Environmental Services Coordinator.

MEETINGS

Regular meetings of the Sewer, Utility, Recycling and Refuse Committee are held as needed.

POWERS AND DUTIES

- Serves in an advisory capacity to City Council on matters related to utilities, sewer, recycling and refuse matters.

- Reviews proposed rate adjustments, participate in ongoing negotiations and rates studies related to the various utility service providers.

STAFF LIAISON

Deputy City Administrator and/or designated staff members(s).

STREETSCAPE AND TRANSPORTATION ADVISORY COMMISSION

MEMBERSHIP

The Streetscape and Transportation Advisory Commission consists of five (5) regular members who serve a term of office for four (4) years. All members are appointed by the City Council and serve at the discretion of the Council.

MEETINGS

Regular meetings of the Streetscape and Transportation Advisory Commission are held at 6:00 p.m. on the third Monday of every other month (odd months).

POWERS AND DUTIES

- Traffic safety issues, active transportation programs and projects; transportation management including neighborhood traffic and parking management programs, review and consideration of permit parking districts and speed hump installation requests and the overall regulation of vehicle, bicycle, and pedestrian traffic withing the City as described in Title 13 of the Placentia Municipal Code.
- The Commission shall review recommendations regarding appeals of tree removal requests made by individual property owners, neighborhood associations, or developers denied by City Staff.
- The Commission may make recommendations on designated tree species for specific streets and neighborhoods and shall be incorporated by reference into a future street tree master plan.

STAFF LIAISON

City Engineer/Traffic Engineer and/or designated staff member(s).

VETERANS ADVISORY COMMITTEE

MEMBERSHIP
The Veterans Advisory Committee consists of nine (9) regular members who serve until removed or resign. All members are appointed by the City Council and serve at the discretion of the Council.

MEETINGS
Regular meetings of the Veterans Advisory Committee are held at 4:00 p.m. on the first Monday of each between April and November.

COMPENSATION
None

POWERS AND DUTIES
- Serves in an advisory capacity to the City Council on veterans' affairs matters within the community.

- Considers veterans' matters submitted by the City Council, staff or public and recommends courses of action where appropriate.

- Matters considered by the committee's scope include all activities within the purview of the City Council relating to the Veterans Day Program and activities.

- Committee members are to familiarize themselves with veterans' activities through attendance at local/state/federal veterans' organizations.

- Committee members need not be veterans to serve on this committee.

STAFF LIAISON
Police Chief and/or designated staff member(s).

LIST OF DISBANDED COMMITTEES/COMMISSIONS

ADVISORY COMMITTEE ON THE DISABLED

CIVIC CENTER AUTHORITY

CULTURAL ARTS COMMISSION
Ordinance No. O-2019-11 to disband

ECONOMIC DEVELOPMENT COMMITTEE
Resolution No. R-2019-48 to disband

RECREATION AND PARKS COMMISSION
Ordinance No. O-2019-11 to disband

TRAFFIC SAFETY COMMISSION
Ordinance No. O-2019-11 to disband

OVERSIGHT BOARD TO SUCCESSOR AGENCY
Consolidated to Countywide Oversight Board

TRI CITY PARK AUTHORITY
Resolution No. 2016-51 to disband

CITIZENS FISCAL SUSTAINABILITY TASK FORCE

GENERAL PLAN STEERING COMMITTEE

PUBLIC SAFETY FACILITY ~~AD HOC~~AD-HOC COMMITTEE

RECREATIONAL VEHICLE PARKING ~~AD HOC~~AD-HOC COMMITTEE

YORBA LINDA WATER/GOLDEN STATE WATER DISTRICT

City of Placentia

Study Session: Committee Commission & Advisory Board Manual

November 21, 2023

Background

- City Council's Five-Year Strategic Plan requested to update the Administrative Policy for the Ad-Hoc Committee
- City retained the services of Kelly Associates Management Group
- The Committee Commission Handbook and Manual was initially adopted by the City Council in 1982 and has received six amendments, with the latest adoption occurring in 2009
- The City Council has added various Committees, Commissions, Ad-Hoc Committees throughout the years
- The need for a comprehensive revisions/updating was necessary

CITY OF PLACENTIA

COMMITTEE COMMISSION & ADVISORY BOARD MANUAL

DRAFT



City of Placentia
401 E. Chapman Avenue
Placentia, CA 92870
www.placentia.org

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APPENDIX: Placentia Commissions, Committees, Ad-Hoc Committees Duties, Meeting Dates, and Times

Ad-Hoc Committee Definition

Under Section II: The Structure of Government, defines Ad-Hoc Committees as follows:

- An Ad-Hoc Committee may be created for a limited duration to address or help resolve an issue, develop ideas and make recommendations to the City Council. The Ad-Hoc Committee is a temporary group of people who are brought together to perform a specific task. When an Ad-Hoc Committee is created, its members are assigned specific roles and responsibilities. The members should provide a diverse set of perspectives when gathering information, researching the information and making a clear and sound recommendation to the City Council. Once the Ad-Hoc Committee provides a final report to the City Council, the Ad Committee is dissolved.

Updated List of Commissions, Boards, Committees & Ad-Hoc Committees

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Blue Ribbon Committee

MEMBERSHIP

The Senior/Community Center Blue Ribbon Committee consists of nine (9) regular members who serve until removed or resign. All members are appointed by the City Council and serve at the discretion of the Council. The Committee is to be comprised of eleven (11) members: one (1) appointed from within each of the five (5) city Council districts; one (1) from the Parks, Arts, and Recreation Commission; one (1) from the Senior Advisory Committee and two (2) City Council members, and two (2) Members-At-Large.

MEETINGS

Regular meetings of the Senior/Community Center Blue Ribbon Committee are held at 6:30 p.m. on the third Wednesday of each month.

POWERS AND DUTIES

- Serves in an advisory capacity to the City Council on identifying the community needs for the proposed Senior/Community Center.
- Serves in an advisory capacity to the City Council on identifying the recommended design components for the proposed construction of a Senior/Community Center.
- Solicit input from the community on the proposed Senior/Community Center.
- Considers matters related to the needs and design of the proposed Senior/Community Center submitted by the City Council, staff or public and recommends courses of action where appropriate.

STAFF LIAISON

Director of Community Services and/or designated staff member(s)

Citywide Fiber Optic & Smart Cities Ad-Hoc Committee

MEMBERSHIP

The Citywide Fiber Optic and Smart Cities Ad-Hoc Committee consists of two (2) regular members of the City Council and the City Administrator, Deputy City Administrator, IT Manager, and IT Specialist.

MEETINGS

Regular meetings of the Citywide Fiber Optic and Smart Cities Ad-Hoc Committee meets as needed.

POWERS AND DUTIES

- Review the Citywide Fiber Optic System and discuss matters with service providers.
- Reviews Smart Cities systems and meets with vendors to review their products.
- Serves in an advisory capacity to City Council on matters related to citywide fiber optic and smart cities systems and applications.

STAFF LIAISON

Deputy City Administrator

Civic Center Joint Use Committee

MEMBERSHIP

The Civic Center Joint Use Committee consists of five (5) members, two (2) of which are appointed by the Board of Trustees of the Library District and three (3) of which are appointed by the City Council. The term of office is for four (4) years.

MEETINGS

Meetings of the Civic Center Joint Use Committee are held quarterly.

POWERS AND DUTIES

The Civic Center Joint Use Committee serves as an Advisory Board to the City Council and the Library Board of Trustees on matters relating to the Civic Center.

STAFF LIAISON

City Administrator and Deputy City Administrator and/or designated staff member(s)

Historic Preservation Ad-Hoc Committee

MEMBERSHIP

The Historical Preservation Committee consists of two (2) regular members of the City Council and staff members in the Development Services Department. Committee members typically are familiar with historic preservation principles, land use, and have gained knowledge of Placentia history.

MEETINGS

The Historic Preservation Ad-Hoc Committee meets as needed.

POWERS AND DUTIES

Serves in an advisory capacity to City Council on matters related to historical preservation in Placentia.

STAFF LIAISON

Director of Development Services and/or designated staff member(s).

Housing, Community & Economic Development Ad-Hoc Committee

Survey

- Survey cities with development review processes (either by staff or other appointees):
  - Brea
  - Capitola
  - Hemet
  - La Verne
  - La Palma
  - Rancho Cucamonga
  - Monrovia
  - Arcadia
  - Orange

Housing, Community & Economic Development Ad-Hoc Committee

MEMBERSHIP

The Housing, Community and Economic Development Ad-Hoc Committee consists of two (2) regular members of the City Council, two (2) members of the Planning Commission and the City Administrator and Director of Development Services.

MEETINGS

The Housing, Community and Economic Development Ad-Hoc Committee meets as needed.

POWERS AND DUTIES

Serves in an advisory capacity to City Council on matters related to significant developments as it relates to land use regulations, urban design and building standards.

The Committee does not receive presentations or project submittals from private development entities and does not review economic/financial documents or proposals.

STAFF LIAISON

Director of Development Services and/or designated staff member(s).

Measure U
Ad-Hoc Committee

MEMBERSHIP

The Measure U Ad-Hoc Committee consists of five (5) members consisting of two (2) residents, City Treasurer, City Administrator and Finance Director.

MEETINGS

Regular meetings of the Measure U Ad-Hoc Committee are held at 5:30 p.m. quarterly on the fourth Thursday of the month in City Hall.

POWERS AND DUTIES

- Reviews the City's Measure U revenues and expenditures.
- Studies all fiscal issues related to Measure U funding.
- Issue reports to the City Council on the City's Measure U conditions.

STAFF LIAISON

Director of Finance Department

Old Town Placentia Parking Ad-Hoc Committee

MEMBERSHIP

The Old Town Placentia Parking Ad-Hoc Committee consists of two (2) regular members of the City Council and the City Administrator, Director of Development Services, Transportation Manager and the Economic Development Management Analyst.

MEETINGS

The Old Town Placentia Parking Ad-Hoc Committee meets as needed.

POWERS AND DUTIES

- Serves in an advisory capacity to City Council on matters related to parking in Old Town Placentia.
- Initiates parking studies and impacts as needed in Old Town and presents findings and recommendations to the Placentia City Council.

STAFF LIAISON

Director of Development Services and/or designated staff member(s).

Parks Arts and Recreation Commission

MEMBERSHIP

The Recreation and Parks Commission consists of five (5) regular members serving a term of office for four (4) years each. All members are appointed by the City Council.

MEETINGS

Regular meetings of the Recreation and Parks Commission are held at 6:30 p.m. on the second Tuesday of each month in City Hall.

POWERS AND DUTIES

- Acts in an advisory capacity to the City Council and the City Administrator on all policy matters pertaining to all parks presently established by the City Council and all future parks to be established by the City Council and on all recreational programs, cultural arts programs, health/wellness programs and special events for the community.
- Assists in the development of plans for seasonal and year-round recreation, arts, special events, and health and wellness activities and programs.
- Establishes rules and regulations, subject to the approval of the City Council, for the use of City parks and recreation facilities.
- Adopts a master plan for the development of each City park, subject to the approval of the City Council and reviews subsequent precise plans for conformance to the master plan.

STAFF LIAISON

Director of Community Services and/or designated staff member(s).

Placentia Community Foundation

MEMBERSHIP

The Placentia Community Foundation consists of five (5) regular members. All members are appointed by the City Council and serve at the discretion of the City Council.

MEETINGS

Regular meetings of the Placentia Community Foundation are held at 8:30 a.m. on the fourth Monday of every month.

POWERS AND DUTIES

- The Placentia Community Foundation is a 501(c)(3) California non-profit public benefit corporation formed in 2009.
- The Foundation's mission is to support local non-profit organizations with grant opportunities.
- The Placentia Community Foundation is designed to assist and sponsor programs in the city of Placentia that further civic pride and enhance the community's cultural, recreational, social and historical interests.
- The financial need to support community programs expands annually. As organizational budgets constrict; the efforts of many are often needed to continue the variety of programs and activities that build civic pride and community spirit.

STAFF LIAISON

Director of Community Services and/or designated staff member(s).

Placentia Disaster Council

MEMBERSHIP

The Placentia Disaster Council consists of five (5) regular members who serve a term of office for four (4) years. All members are appointed by the City Council and serve at the discretion of the Council.

MEETINGS

Regular meetings of the Placentia Disaster Council are held as needed at Placentia City Hall.

POWERS AND DUTIES

- Title 11- Emergency Organization of the City of Placentia Municipal Code creates the Placentia Disaster Council (PDC) and designates the Mayor to serve as the Chair of the Disaster Council.
- Assist with updating the City's Emergency Operations Plan, Hazardous Mitigation Plan.
- Assist with disaster related table-top exercises and other work plan items associated with emergency management.

STAFF LIAISON

Emergency and Health Services Manager.

Public Financing Authority of the Placentia EIFD

MEMBERSHIP

The Public Financing Authority of the Placentia Enhanced Infrastructure Financing District consists of five (5) regular members consisting of two (2) members of the City Council, one (1) member of the County Board of Supervisors, and two (2) members of the community.

MEETINGS

Regular meetings of the Placentia Enhanced Infrastructure Financing District Public Financing Authority are held as needed.

POWERS AND DUTIES

- The Placentia Enhanced Infrastructure Financing District ("Placentia EIFD") was formed as a partnership between the City of Placentia and the County of Orange.
- The Placentia EIFD was established as a means to fund critical infrastructure of communitywide and regional significance with a focus on the Old Town Placentia Revitalization Plan area, by providing a means to capture property tax increment revenue ("T1") generated by new development within the district.
- The City and County formed the Public Financing Authority of the Placentia Enhanced Infrastructure Financing District ("PFA') to act as the governing body of the Placentia EIFD in accordance with EIFD statutes.

STAFF LIAISON

Director of Development Services and/or designated staff member(s).

Sewer, Utility, Recycling & Refuse Ad-Hoc Committee

MEMBERSHIP

The Sewer, Utility, Recycling and Refuse Committee consists of consists of two (2) regular members of the City Council and the City Administrator, Deputy City Administrator, Senior Management Analyst in Public Works and the Environmental Services Coordinator.

MEETINGS

Regular meetings of the Sewer, Utility, Recycling and Refuse Committee are held as needed.

POWERS AND DUTIES

- Serves in an advisory capacity to City Council on matters related to utilities, sewer, recycling and refuse matters.
- Reviews proposed rate adjustments, ~~participate in ongoing negotiations~~ and rates studies related to the various utility service providers.

STAFF LIAISON

Deputy City Administrator or designee.

Streetscape and Transportation Advisory Commission

MEMBERSHIP

The Streetscape and Transportation Advisory Commission consists of five (5) regular members who serve a term of office for four (4) years. All members are appointed by the City Council and serve at the discretion of the Council.

MEETINGS

Regular meetings of the Streetscape and Transportation Advisory Commission are held at 6:00 p.m. on the third Monday of every other month (odd months).

POWERS AND DUTIES

- Traffic safety issues, active transportation programs and projects; transportation management including neighborhood traffic and parking management programs, review and consideration of permit parking districts and speed hump installation requests and the overall regulation of vehicle, bicycle, and pedestrian traffic withing the City as described in Title 13 of the Placentia Municipal Code.
- The Commission shall review recommendations regarding appeals of tree removal requests made by individual property owners, neighborhood associations, or developers denied by City Staff.
- The Commission may make recommendations on designated tree species for specific streets and neighborhoods and shall be incorporated by reference into a future street tree master plan.

STAFF LIAISON

City Engineer/Traffic Engineer and/or designated staff member(s).

List of Disbanded Committees/Commissions

1. Advisory Committee on the Disabled
2. Civic Center Authority
3. Cultural Arts Commission
4. Economic Development Committee
5. Recreation and Parks Commission
6. Traffic Safety Commission
7. Oversight Board to Successor Agency
8. Tri City Park Authority
9. Citizens Fiscal Sustainability Task Force
10. General Plan Steering Committee
11. Public Safety Facility Ad-Hoc Committee
12. Recreational Vehicle Parking Ad-Hoc Committee
13. Yorba Linda Water/Golden State Water District

Legal Parameters

- When an Ad-Hoc Committee meets all of the following, it should then become a permanent ongoing committee subject to the Brown Act to comply with GC 54952(b):
  - Continuing/ongoing subject matter jurisdiction
  - Fixed or ongoing meeting schedule
- An Ad-hoc Committee that functions like a standing committee can be considered a Brown Act violation.

Disagreements Between Staff Recommendation & Advisory Body Recommendations

- The following has been previously adopted by the City Council:
  - Staff personnel are assigned by the City Administrator to assist and act in a technical capacity to commissions, boards or committees. It is not expected that every staff recommendation will be followed; however, because of staff's technical knowledge, full consideration should be given to their recommendations. Just as any advisory board is held accountable to the City Council, so is staff to the City Administrator.
  - After staff makes a report or recommendation to a commission, board or committee (which recommendation may or may not be followed), they are at liberty to make the same recommendation to the City Council through the City Administrator, even though the advisory board may have taken a different position. Staff has been employed by the City Administrator to provide technical guidance. Staff members are obligated to make objective recommendations.

City Attorney's Office/ Staff Recommendation

- All existing Ad-Hoc Committees that have no set duration should be made as a standing Committee and formalized via Resolution; and
- All newly requested Committees, Commissions and Ad-Hoc Committees should be brought before the City Council via Resolution with established guidelines; and
- Provide any additional policy guidance on the Manual

Questions/Comments?